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COPY



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

Regular Meeting -- Wednesday, October 4, 2006

at 10:00 A.M.

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

OFFICIAL RECORD.

VOLUME I

RICHARD M. DALEY
Mayor

JOURNAL OF THE PROCEEDINGS OF THE CITY COUNCIL
Regular Meeting -- Wednesday, October 4, 2006

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Attendance At Meeting.

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

Absent -- Aldermen Ocasio, M. Smith, Moore.

Call To Order.

On Wednesday, October 4, 2006 at 10:00 A.M., The Honorable Richard M. Daley, Mayor, called the City Council to order. The Clerk, called the roll of members and it was found that there were present at that time: Aldermen Flores, Beavers, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, L. Thomas, Rugai, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Stone -- 33.

Quorum present.

Pledge Of Allegiance.

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

Invocation.

Imam S.T. Ibrahim of the Mosque of Umar opened the meeting with prayer.

**REPORTS AND COMMUNICATIONS
FROM CITY OFFICERS.**

Rules Suspended -- TRIBUTE TO LATE JUSTICE SEYMOUR F. SIMON.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 4, 2006.

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

LADIES AND GENTLEMEN -- I transmit herewith a resolution honoring the life and memory of Seymour Simon.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

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

The following is said proposed resolution:

WHEREAS, The members of this Chamber were deeply saddened to learn of the death on September 26, 2006, at age ninety-one, of Seymour F. Simon, a former alderman, president of the Cook County Board and justice of the Illinois Supreme Court; and

WHEREAS, Born in Chicago on August 10, 1915, to Benjamin and Gertrude Simon, Justice Simon grew up in Chicago's Albany Park neighborhood, where he attended Roosevelt High School. At age sixteen, Justice Simon became an undergraduate at Northwestern University, where he received his B.S. and J.D. degrees. Elected to Phi Beta Kappa and the Order of the Coif, Justice Simon graduated first in his law school class in 1938, and began working as an attorney in the Antitrust Division of the United States Department of Justice; and

WHEREAS, In 1942, Justice Simon enlisted in the United States Navy, where he served as a lieutenant in the Pacific theater during World War II, and was decorated with the Legion of Merit medal for exceptionally meritorious service in the performance of his duties; and

WHEREAS, Returning to Chicago in 1945, Justice Simon opened a private law practice specializing in antitrust law. In 1954, he married the former Roslyn Schultz, a widow with children from her first marriage, whom Justice Simon loved dearly and raised as his own; and

WHEREAS, In 1955, Justice Simon began his storied political career as an alderman in the Chicago's 40th Ward. Appointed in 1961 to the Cook County Board as a commissioner, Justice Simon was board president from 1962 to 1966. Between 1961 and 1967, Justice Simon also served as president of the Cook County Forest Preserve District, as a ward committeeman, and as a member of the Chicago Public Building Commission. In 1967, Justice Simon returned to the Chicago City Council as alderman of the 40th Ward, a position which he held until 1974, when he joined the Illinois Appellate Court, where he served until 1980; and

WHEREAS, Elected in 1980 as a justice of the Illinois Supreme Court, Justice Simon was known for his staunch opposition to the death penalty, and he acquired a reputation as a courageous, prolific and passionate dissenter, who admittedly put "his life, his blood and his soul" into the judicial opinions he authored. During his tenure on the bench, Justice Simon wrote one hundred ninety-eight majority opinions, eighty concurring opinions and one hundred seventy-five dissenting opinions, many of which eventually became established law; and

WHEREAS, Having served on the Illinois Supreme Court with distinction for eight years, Justice Simon resigned from the court in 1988 and joined the downtown Chicago law firm of Rudnick & Wolfe, now known as D.L.A. Piper Rudnick. At the time of his death, Justice Simon was still an active partner of the firm; and

WHEREAS, Justice Simon was the catalyst for the creation of the Chicago Botanic Garden and the Cook County Law Library, and served as a director of Swedish Covenant Hospital and Schwab Rehabilitation Hospital in Chicago; and

WHEREAS, A giant in the legal profession, Justice Simon was widely admired in legal circles for his razor-sharp mind and fierce independence. His sixty-eight year career as a lawyer was marked with countless honors and awards recognizing Justice Simon's many contributions to the law. In addition to receiving Honorary Doctor of Law degrees from John Marshall Law School (1982), North Park College (1986) and Northwestern University (1987), Justice Simon received the Decalogue Society of Lawyers Award of Merit in 1986; the John Marshall Alumni Freedom Award in 1987; the Learned Hand Award in 1994; the Order of Lincoln, the State's highest award, from the Lincoln Academy of Illinois in 1996; the Commitment to Justice Award in 1998; the Illinois Judges Association Lifetime Achievement Award in 2002; and the Justice John Paul Stevens Award in 2004; and

WHEREAS, Venerated in political circles for his integrity, dedication and tremendous leadership in all three branches of government, the American Veterans Committee bestowed its prestigious Hubert L. Will Award on Justice Simon in 1983. In 1988, Justice Simon was named Illinoisan of the Year by the Illinois News Broadcasters Association. Most recently, the Chicago Bar Association awarded Justice Simon its 2006 Judge Marovitz Mentoring Award for his continuing work as a mentor to others; and

WHEREAS, A truly remarkable human being, whose love of people and great interest in community affairs never waned, Justice Seymour F. Simon will always be remembered as a distinguished son of Chicago, and as a man whose many and varied contributions to our great City will be felt for generations to come; and

WHEREAS, Justice Seymour F. Simon is survived by Roslyn, his wife of fifty-two years; a son, John B. Simon; a stepson, Anthony Biel; a daughter, Nancy Simon Cooper; a sister, Muriel Miller; ten grandchildren; and thirteen great-grandchildren; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this fourth day of October, 2006, do hereby honor the life and memory of Justice Seymour F. Simon and extend our heartfelt condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Justice Seymour F. Simon as a sign of our sympathy and good wishes.

On motion of Alderman Burke, seconded by Aldermen Laurino, O' Connor, Natarus, Daley and Stone, the foregoing proposed resolution was *Adopted* a rising vote.

At this point in the proceedings, The Honorable Richard M. Daley, Mayor, rose and offered the prayers of his own family and the condolences of the people of Chicago to the family of the late Justice Seymour Simon. Reflecting upon the life and legacy of the late Justice Simon, Mayor Daley spoke of his enduring commitment to public service as a member of the executive, legislative and judicial branches of government. Whether acting in his capacity as President of the Cook County Board, Alderman of the 40th Ward or Justice of the Illinois Supreme Court, Justice Seymour Simon always exercised diplomacy and leadership, the Mayor noted, and exuded a sense of pride in his duties as a public servant. A tireless advocate who fought even in his final days to improve conditions and opportunities for all Chicagoans, Justice Simon's life was, Mayor Daley declared, a "profile in courage". Reflecting upon Justice Simon's elemental commitment to education, Mayor Daley remembered him as a man for whom learning was a lifelong pursuit and who did not hesitate to share the wealth of his knowledge. Hailing Justice Simon as a trusted advisor and great legal practitioner who garnered the respect and admiration of colleagues across the state and throughout the nation, Mayor Daley also remembered him as a longtime personal friend whose caring manner and astute legal acumen left an indelible mark on those fortunate to know him. Justice Simon maintained an abiding commitment to his family, to his faith and to the people of Illinois, Mayor Daley noted, and he will be forever remembered as a man of courage, compassion and commitment who changed the direction of our city, our state and our nation. Mayor Daley then left the Mayor's rostrum and strode to the Commissioners' gallery where he conveyed his personal condolence to Mrs. Roslyn Simon, wife of the late Justice Seymour Simon, and the members of the Simon family and presented them with parchment copies of the memorial resolution.

Rules Suspended -- WELCOME EXTENDED TO HIS EXCELLENCY
OMAR AL MAANI, MAYOR OF AMMAN, JORDAN, HIS
WIFE, MEISA BATAYNEH MAANI AND VISITING
MEMBERS OF AMMAN CITY COUNCIL.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 4, 2006.

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

LADIES AND GENTLEMEN -- I transmit herewith a congratulatory resolution concerning His Excellency Mr. Omar Al Maani, the Mayor of Amman, Jordan; his wife, Meisa Batayneh Manni and also Amman City Council members Hashim Beano, Yousef Al Shawarbeh and Samia Salfiti.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

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

The following is said proposed resolution:

WHEREAS, The Chicago Sister Cities International Program celebrates its fiftieth anniversary this year; and

WHEREAS, Chicago Sister Cities is dedicated to building bridges of friendship and understanding between the people of Chicago and our global neighbors in twenty-five cities; and

WHEREAS, Chicago was proud to add the historic city of Amman, Jordan as a Sister City in 2004, inaugurating a rich and meaningful exchange in art, fashion, culture, education, health and social services; and

WHEREAS, Amman, the modern and ancient capital of Jordan, is one of the oldest cities in the World. Recent excavations have uncovered homes and towers believed to have been built during the Stone Age, and the Bible contains many references to this storied city; and

WHEREAS, Known in the Old Testament as Rabbath-Ammon, "the City of Waters". Amman was renamed Philadelphia, "the City of Brotherly Love" in Greco-Roman times in the third century B.C.; and

WHEREAS, King Abdullah ibn Al-Hussein, founder of the Hashemite Kingdom of Jordan, made Amman his capital in 1921. Since then, Amman has grown rapidly into a modern, thriving metropolis of over two million people; and

WHEREAS, Today, this historic city's modern buildings blend with the remnants of ancient civilizations. Amman's gleaming white houses, kebab stalls and tiny cafes where rich Arabian coffee is sipped in the afternoon sunshine, conjure a mood of timeless sophistication; and

WHEREAS, Chicago is proud to welcome the Mayor of Amman, Jordan, His Excellency Omar Al Maani, who presides over his jewel of a city with skill and distinction; and

WHEREAS, Mayor Maani was born in Amman, received a degree in civil engineering in England at the University of Birmingham, then a degree in construction management from the University of Southern California, then founded the Maani Group, a successful manufacturing enterprise; and

WHEREAS, We are also pleased to welcome Mayor Maani's charming and accomplished wife, Meisa Batayneh Maani, founder and principal architect at Maisam architects and engineers; and

WHEREAS, In addition to her professional accomplishments, Mrs. Maani gives generously of her time to civic causes, such as the Amman Commission, the Young Entrepreneurs Association and the King Abdullah II Center for Excellence; and

WHEREAS, The members of this chamber are also pleased to welcome to Chicago three members of the Amman City Council: The Honorable Hashim Beano, who is also Chairperson of the Amman Committee; The Honorable Yousef Al Shawarbeh and The Honorable Ms. Samia Salfiti; and

WHEREAS, Chicago looks forward to many years of friendly, educational and mutually beneficial relations with its Sister City Amman, Jordan; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this fourth day of October, 2006, extend a warm and heartfelt welcome to Mayor and Mrs. Maani; and also to Councilman Beano, Councilman Al Shawarbeh and Councilwoman Salfiti; and

Be It Further Resolved, That we offer our thanks and appreciation for the participation of beautiful and historic Amman, Jordan in the Sister Cities Program, and look forward to many years of fruitful exchange; and

Be It Further Resolved, That suitable copies of this resolution be presented to Mayor and Mrs. Maani and to the visiting members of the Amman City Council, as a token of our esteem.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 47.

Nays -- None.

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

At this point in the proceedings, The Honorable Richard M. Daley, Mayor, rose and on behalf of the City Council and the people of Chicago, welcomed His Excellency Omar Al Maani, Mayor of Amman, Jordan, his wife Meisa Batayneh Maani and their son, Kheir Maani, accompanied by members of the Amman City Council: The Honorable Hashim Beano, The Honorable Yousef Al Shawarbeh and The Honorable Samia Salfiti, on their visit to Chicago. Mayor Daley also expressed his personal thanks to The Honorable Karim Kawar, Jordanian Ambassador to the United States, for his continuing friendship and tireless efforts to enhance diplomatic relations between Jordan and the United States. As a member of the Chicago Sister Cities International Program, the City of Amman, Jordan has developed a strong and mutually beneficial relationship with the City of Chicago, Mayor Daley observed, and expressed his appreciation to Mayor Maani and the members of the Amman City Council for their commitment to this successful program. Citing the success of the math and science curriculums taught in Jordanian schools and the vital importance of these subjects in today's technological society, Mayor Daley spoke of the necessity to develop similar opportunities, programs and standards in America's schools to assure that students are prepared for an increasingly competitive global job market. Punctuating the importance of a quality education in preparing our children for the future, Mayor Daley lauded such progressive educational initiatives as the Arabic language program currently taught at Lindblom, Roosevelt and Lincoln Park High Schools and emphasized the need to promote and expand comparable programs in schools throughout Chicago. After calling the City Council's attention to the presence in the Commissioners' gallery of Ms. Lynnda Tibbetts, Acting Director of the Office of Mobile Security Deployment for the United States Department of State and Ms. Geda Condit, member of the Chicago-Amman Sister Cities Committee, Mayor Daley invited His Excellency Omar Al Maani, his wife Meisa, his son Kheir, accompanied by Amman City Council members: The Honorable Hashim Beano, The Honorable Yousef Al Shawrbeh and The Honorable Samia Salfiti to the Mayor's rostrum where he extended his personal welcome and presented Mayor Maani and the members of the delegation with parchment copies of the congratulatory resolution.

10/4/2006

COMMUNICATIONS, ETC.

85615

Rules Suspended -- CHICAGO POLICE SERGEANT CHRISTOPHER J. KAPA, OFFICER DANIEL W. PRUSZEWSKI AND OFFICER CRAIG C. BROWNFIELD HONORED FOR LIFE-SAVING RESCUE.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 4, 2006.

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

LADIES AND GENTLEMEN -- I transmit herewith a congratulatory resolution concerning Sergeant Christopher J. Kapa, Officers Daniel W. Pruszewski and Craig C. Brownfield of the Chicago Police Department and their exemplary conduct during the events of June 10, 2006.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

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

The following is said proposed resolution:

WHEREAS, On the night of June 10, 2006, Sergeant Christopher J. Kapa (Star Number 1226) and Officers Daniel W. Pruszewski (Star Number 11030) and Craig C. Brownfield (Star Number 16240) of the Chicago Police Department's 4th District were on patrol on the city's south side; and

WHEREAS, At 1:00 A.M., the three men were alerted to a fire in a multi-unit apartment building near 76th Street and Essex Avenue, and they responded to the radio call and immediately drove to the scene; and

WHEREAS, Upon arriving, they were confronted by the grim sight of a building in flames, but they knew they had no time to lose; and

WHEREAS, Sergeant Kapa, Officer Pruszewski and Officer Brownfield, wearing no fire resistant gear and with no oxygen supply, pushed aside thoughts of the danger confronting them and forced their way into the burning building; and

WHEREAS, Toiling through the heat, smoke and flames, they began to wake the sleeping residents and lead them out of the apartment to safety; and

WHEREAS, The deadly conditions in the building started to take their toll on the men, but they continued to work with fierce determination until all thirty-six residents, twenty of whom were children, were safely outside the building; and

WHEREAS, These three members of the Chicago Police Department showed exceptional valor in battling their way into a burning building without any protective gear, breathing apparatus or hose line support, and all residents of Chicago owe them a profound debt of gratitude for the lives they saved; and

WHEREAS, In light of the fact that October is National Fire Prevention Month, it is all the more fitting that we honor Sergeant Kapa, Officer Pruszewski and Officer Brownfield for displaying the courage, quick thinking and selflessness that is emblematic of the city's Police Department; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this fourth day of October, 2006, do hereby congratulate Sergeant Christopher J. Kapa, Officer Daniel W. Pruszewski and Officer Craig C. Brownfield of the Chicago Police Department on their dramatic and effective rescue; and

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

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 47.

Nays -- None.

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

At this point in the proceedings, The Honorable Richard M. Daley, Mayor, rose and on behalf of the people of Chicago, extended appreciation to Police Sergeant Christopher J. Kapa, Officer Daniel W. Pruszewski and Officer Craig C. Brownfield for their heroic, life-saving rescue. Lauding the officers for their professionalism, compassion and selfless dedication, Mayor Daley declared them representative of the men and women of the city's uniformed services who place their lives in jeopardy each day for the protection of all Chicagoans. After calling the City Council's attention to the presence in the visitors' gallery of the families and friends of the honorees, Mayor Daley invited Sergeant Christopher J. Kapa, Officer Daniel W. Pruszewski and Officer Craig C. Brownfield to the Mayor's rostrum where he offered his personal thanks and presented each with a parchment copy of the congratulatory resolution.

Rules Suspended -- CONGRATULATIONS EXTENDED TO FIRE
MARSHAL JASON MARDIROSIAN ON RECEIPT OF
"INVESTIGATOR OF THE YEAR" AWARD FROM
STATE OF ILLINOIS AND INTERNATIONAL
ASSOCIATION OF ARSON INVESTIGATORS
FOR INVESTIGATION OF FIRE AT
1300 PARKSIDE AVENUE.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 4, 2006.

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

LADIES AND GENTLEMEN -- I transmit herewith a congratulatory resolution concerning Fire Marshal Jason Mardirosian of the Chicago Fire Department and his exemplary conduct following the events of March 10, 2001.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

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

The following is said proposed resolution:

WHEREAS, On March 10, 2001, Chicago Fire Marshal Jason Mardirosian arrived at the 1300 block of Parkside Avenue to begin an investigation of a fire in a two-story residential building; and

WHEREAS, Immediately after arriving on the scene, where the fire was still burning, fire Marshal Mardirosian began to interview and gather statements from the battalion chief and first-arriving firefighters; and

WHEREAS, Fire Marshal Mardirosian learned that the main body of fire was in the first floor living room, and, according to a firefighter, that the fire had been doused with hose lines but kept coming back. This caused Fire Marshal Mardirosian to suspect the presence of ignitable liquid. Following his hunch, he began an exterior examination of the building, where he found a fully assembled but unused "Molotov Cocktail" in the rear yard. He secured the area and arranged for this vital piece of evidence to be collected; and

WHEREAS, Once the fire had been extinguished, the Fire Marshal entered the charred structure, where he processed the scene carefully and discovered that the fire had been started by persons throwing additional firebombs through the front window; and

WHEREAS, Fire Marshal Mardirosian kept up his investigation, and he eventually tracked down an eyewitness to the event, who lived in an apartment across the street; and

WHEREAS, A follow-up investigation by the Chicago Police Department's Violent Crimes Unit led to the arrest and prosecution of four known gang members. Two of the men accepted plea bargaining deals and the other two went to trial; and

WHEREAS, Spurred on by the knowledge that the fire had claimed several victims, including the life of a young girl, Fire Marshal Mardirosian gave his all to the case. He met several times with the State's Attorney's Gang Prosecution Section, helping to choose the most effective photographs of the scene, finding the proper resource materials and preparing for his testimony. He devoted untold hours of off-duty time to help pursue convictions for the perpetrators of this deadly fire; and

WHEREAS, The case went to trial in mid March of 2005. Thanks in significant part to Fire Marshal Mardirosian's sustained efforts, the gang member accused of throwing the Molotov Cocktails into the building was found guilty of murder and sentenced to life in prison without parole, plus sixty years for aggravated arson and battery. His accomplice received a sentence of one hundred ten years for his part in the crime; and

WHEREAS, Thanks to his skilled and diligent work, in April of this year Fire Marshal Mardirosian was honored as "Investigator of the Year" by both the State of Illinois and the International Association of Arson Investigators. It is significant that this marks the first time ever that the Chicago Fire Department's Office of Fire Investigations has received this award; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this fourth day of October, 2006, do hereby honor Fire Marshal Jason Mardirosian for his professionalism, dedication and exceptional efforts on behalf of the citizenry of Chicago; and

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

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cardenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 47.

Nays -- None.

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

At this point in the proceedings, The Honorable Richard M. Daley, Mayor, rose and on behalf of the people of Chicago, extended appreciation to Fire Marshal Jason Mardirosian for his skillful and thorough investigation which led to the arrest and conviction of the perpetrators of a deadly arson fire. Lauding the persistence, patience and professionalism with which Fire Marshall Mardirosian executed his responsibilities, Mayor Daley expressed his gratitude on behalf of a grateful and well protected city. After calling the City Council's attention to the presence in the visitors' gallery of Fire Chief James Dorgan, Commanding Officer of the Fire Investigation Unit of the Chicago Fire Department, along with the family and friends of the honoree, Mayor Daley invited Fire Marshal Jason Mardirosian to the Mayor's rostrum where expressed his personal thanks and presented him with a parchment copy of the congratulatory resolution.

Referred -- REAPPOINTMENT OF MR. DAVID B. ARIOLA, MR. RAFAEL M. LEON AND MS. SONYA R. MALUNDA AS MEMBERS OF COMMUNITY DEVELOPMENT COMMISSION.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 4, 2006.

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

LADIES AND GENTLEMEN -- I have reappointed David B. Ariola, Rafael M. Leon and Sonya R. Malunda as members of the Community Development Commission, to terms effective immediately and expiring February 26, 2011.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

10/4/2006

COMMUNICATIONS, ETC.

85621

Referred -- APPOINTMENT OF MR. JAMES A. BLAND AS MEMBER
OF COMMUNITY DEVELOPMENT COMMISSION.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 4, 2006.

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

LADIES AND GENTLEMEN -- I have appointed James A. Bland as a member of the Community Development Commission, to a term effective immediately and expiring February 26, 2007, to complete the term of the late Alphonse G. Guajardo.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPOINTMENT OF MS. MARGARET D. GARNER AS
MEMBER OF COMMUNITY DEVELOPMENT COMMISSION.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 4, 2006.

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

LADIES AND GENTLEMEN -- I have appointed Margaret D. Garner as a member of the Community Development Commission, to a term effective immediately and expiring February 26, 2009, to succeed David J. Stewart, who has resigned.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- REAPPOINTMENT OF MS. ANNE NERI KOSTINER AS
MEMBER OF COMMUNITY DEVELOPMENT COMMISSION.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 4, 2006.

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

10/4/2006

COMMUNICATIONS, ETC.

85623

LADIES AND GENTLEMEN -- I have reappointed Anne Neri Kostiner as a member of the Community Development Commission, to a term effective immediately and expiring on February 26, 2009.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- REAPPOINTMENT OF MR. LYLE LOGAN,
MR. CLYDE MARTIN, SR. AND MR. JONATHAN J.
STEIN AS MEMBERS OF COMMUNITY
DEVELOPMENT COMMISSION.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 4, 2006.

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

LADIES AND GENTLEMEN -- I have reappointed Lyle Logan, Clyde Martin, Sr. and Jonathan J. Stein as members of the Community Development Commission, to terms effective immediately and expiring February 26, 2010.

Your favorable consideration of these reappointments will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- REAPPOINTMENT OF MR. MICHAEL T. J. IVERS
AND MR. CARLOS PONCE AS COMMISSIONERS
OF CHICAGO HOUSING AUTHORITY.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 4, 2006.

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

LADIES AND GENTLEMEN -- I have reappointed Michael T. J. Ivers and Carlos Ponce as commissioners of the Chicago Housing Authority, to terms effective immediately and expiring July 7, 2011.

Your favorable consideration of these reappointments will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPOINTMENT OF MR. ZALMAY GULZAD AS
MEMBER OF COMMISSION ON HUMAN RELATIONS
ADVISORY COUNCIL ON IMMIGRANT
AND REFUGEE AFFAIRS.

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

10/4/2006

COMMUNICATIONS, ETC.

85625

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 4, 2006.

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

LADIES AND GENTLEMEN -- I have appointed Zalmay Gulzad as a member of the Commission on Human Relations Advisory Council on Immigrant and Refugee Affairs, to a term effective immediately and expiring July 1, 2007, to succeed Fred T. Tsao, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR ABATEMENT OF 2006
PROPERTY TAX LEVIES FOR PAYMENT OF
PRINCIPAL AND INTEREST ON VARIOUS
MUNICIPAL BONDS.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 4, 2006.

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

LADIES AND GENTLEMEN -- At the request of the City Comptroller, I transmit herewith ordinances authorizing an abatement of 2006 property tax levies.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR IMPOSITION OF TAX LEVIES,
APPROVAL OF YEAR 2007 BUDGETS AND EXECUTION
OF SERVICE PROVIDER AGREEMENTS FOR
VARIOUS SPECIAL SERVICE AREAS.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 4, 2006.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith ordinances authorizing the 2007 scope of services and budgets for various special service areas.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

10/4/2006

COMMUNICATIONS, ETC.

85627

Referred -- AMENDMENT OF PRIOR ORDINANCES
REGARDING SECTION 108 LOANS.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 4, 2006.

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

LADIES AND GENTLEMEN -- At the request of the Budget Director, I transmit herewith an ordinance amending previously passed ordinances regarding Section 108 loans.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR ESTABLISHMENT OF
CLASS 7(a) TAX STATUS FOR PROPERTY AT
235 -- 309 EAST 31ST STREET.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 4, 2006.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing the establishment of a Class 7(a) tax status for property located at 235 -- 309 East 31st Street.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR EXECUTION OF AGREEMENT
WITH SIGNET PARTNERS UNDER PORTFOLIO
REENGINEERING PROGRAM CONCERNING
SECTION 8 MULTI-FAMILY LOANS.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 4, 2006.

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

10/4/2006

COMMUNICATIONS, ETC.

85629

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith an ordinance authorizing the execution of an agreement with Signet Partners regarding Section 8 multi-family loans.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- DESIGNATION OF SPERTUS COLLEGE OF JUDAICA,
DOING BUSINESS AS SPERTUS INSTITUTE OF JEWISH
STUDIES, AS PROJECT DEVELOPER AND
AUTHORIZATION FOR EXECUTION OF
REDEVELOPMENT AGREEMENT FOR
PROPERTY AT 610 SOUTH
MICHIGAN AVENUE.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 4, 2006.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing the execution of a redevelopment agreement with the Spertus Institute for Jewish Studies.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT OF PRIOR ORDINANCE WHICH AUTHORIZED
EXECUTION OF REDEVELOPMENT AGREEMENT WITH CHICAGO
CHRISTIAN INDUSTRIAL LEAGUE FOR PROPERTY
AT 2736 WEST ROOSEVELT ROAD.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 4, 2006.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing the execution of an amendment to a redevelopment agreement with the Chicago Christian Industrial League.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

10/4/2006

COMMUNICATIONS, ETC.

85631

Referred -- AUTHORIZATION FOR EXECUTION OF AGREEMENTS
WITH VARIOUS ENTITIES FOR IMPLEMENTATION
OF CUSTOMIZED WORK SERVICES
PROGRAM FOR EX-OFFENDERS.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 4, 2006.

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

LADIES AND GENTLEMEN -- At the request of the Mayor's Office of Workforce Development, I transmit herewith an ordinance authorizing the execution of agreements to implement the ex-offenders program.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR EXECUTION OF MEMORANDUM
OF UNDERSTANDING WITH CHICAGO PARK DISTRICT
CONCERNING SCOPE OF SERVICES AND BUDGET
FOR GREENCORPS CHICAGO PROGRAM.

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

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 4, 2006.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Environment, I transmit herewith an ordinance authorizing the execution of an intergovernmental agreement with the Chicago Park District regarding the Greencorps Chicago Program.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT OF PRIOR ORDINANCE WHICH
AUTHORIZED EXECUTION OF INTERGOVERNMENTAL
AGREEMENT WITH VARIOUS LOCAL MUNICIPALITIES
AND UNIVERSITY OF ILLINOIS AT CHICAGO
FOR IMPLEMENTATION OF ALTERNATIVE
FUEL INFRASTRUCTURE PROGRAM.

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

10/4/2006

COMMUNICATIONS, ETC.

85633

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 4, 2006.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Environment, I transmit herewith an ordinance authorizing the administration of congestion mitigation and air quality funds and contracting authority regarding alternative fueling stations.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

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

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 4, 2006.

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

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

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- SELECTION OF BETHEL NEW LIFE, INC. AS PROJECT DEVELOPER AND AUTHORIZATION FOR EXECUTION OF REDEVELOPMENT AGREEMENT FOR CONSTRUCTION OF SINGLE-FAMILY HOMES WITHIN NORTH LAWNSDALE AND WEST GARFIELD PARK COMMUNITY AREAS UNDER NEW HOMES FOR CHICAGO PROGRAM.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 4, 2006.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith an ordinance authorizing a conveyance and funding for Bethel New Life, Inc. under the New Homes for Chicago Program.

10/4/2006

COMMUNICATIONS, ETC.

85635

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- SELECTION OF LAWNSDALE CHRISTIAN DEVELOPMENT CORPORATION AS PROJECT DEVELOPER AND AUTHORIZATION FOR EXECUTION OF REDEVELOPMENT AGREEMENT FOR CONSTRUCTION OF SINGLE-FAMILY HOUSING WITHIN NORTH LAWNSDALE COMMUNITY AREA UNDER NEW HOMES FOR CHICAGO PROGRAM.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 4, 2006.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith an ordinance authorizing a conveyance and funding for Lawnsdale Christian Development Corporation under the New Homes for Chicago Program.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR EXECUTION OF FIRST AMENDMENT
TO REDEVELOPMENT AGREEMENT WITH LANGSTON COVE, L.L.C.
BY EXTENSION OF COMPLETION DATE, CONVEYANCE OF
ADDITIONAL PROPERTIES AND WAIVER OF CERTAIN
PERMIT FEES PURSUANT TO NEW HOMES
FOR CHICAGO PROGRAM.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 4, 2006.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith an ordinance extending and amending an agreement with Langston Cove, L.L.C. pursuant to the New Homes for Chicago Program.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR ACQUISITION OF PROPERTIES AT
108 SOUTH PEORIA STREET/901 WEST MONROE STREET
AND 800 SOUTH DESPLAINES STREET.

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

10/4/2006

COMMUNICATIONS, ETC.

85637

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 4, 2006.

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

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

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR EXECUTION OF LEASE AGREEMENT
AT 800 SOUTH DESPLAINES STREET FOR
DEPARTMENT OF CONSUMER SERVICES.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 4, 2006.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of General Services, I transmit herewith an ordinance authorizing the execution of a lease agreement.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR EXECUTION OF TWENTY-FOURTH
AMENDMENT TO DISTRICT COOLING SYSTEM USE
AGREEMENT WITH MDE THERMAL
TECHNOLOGIES, INC.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 4, 2006.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Environment, I transmit herewith an ordinance amending a previously executed agreement with MDE Thermal Technologies.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

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

Mr. Edmund W. Kantor, Deputy City Clerk, informed the City Council that documents have been filed in his office relating to the respective subjects designated as follows:

Placed On File -- PROPOSED ARMITAGE/PULASKI TAX INCREMENT FINANCING REDEVELOPMENT PLAN.

A communication from Mr. Keith A. May, Assistant Corporation Counsel, under the date of September 29, 2006, transmitting the proposed Armitage/Pulaski Tax Increment Financing Redevelopment Plan for the Armitage/Pulaski Redevelopment Project Area, which was *Placed on File*.

City Council Informed As To Certain Actions Taken.

PUBLICATION OF JOURNAL.

The Deputy City Clerk informed the City Council that all those ordinances, et cetera, which were passed by the City Council on September 13, 2006 and which were required by statute to be published in book or pamphlet form or in one or more newspapers, were published in pamphlet form on October 3, 2006 by being printed in full text in printed pamphlet copies of the *Journal of the Proceedings of the City Council of the City of Chicago* of the regular meeting held on September 13, 2006, published by authority of the City Council, in accordance with the provisions of Title 2, Chapter 12, Section 050 of the Municipal Code of Chicago, as passed on June 27, 1990.

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

The Deputy City Clerk transmitted communications, reports, et cetera, related to

the respective subjects listed below, which were acted upon by the City Council in each case in the manner noted, as follows:

*Referred -- ZONING RECLASSIFICATIONS
OF PARTICULAR AREAS.*

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

Augusta & Racine L.L.C., in care of Ms. Sylvia C. Michas, Law Offices of Mr. Samuel V.P. Banks -- to classify as a B2-3 Neighborhood Mixed-Use District instead of a B1-2 Neighborhood Shopping District and an M3-3 Heavy Industry District the area shown on Map Number 3-G bounded by:

West Augusta Boulevard; a line 77.50 feet east of and parallel to North Racine Avenue; the northeasterly right-of-way line of the Chicago and Northwestern Railroad; and North Racine Avenue.

Blackhawk/Halsted L.L.C., in care of Ms. Sylvia C. Michas, Law Offices of Mr. Samuel V.P. Banks -- to classify as Institutional-Business Planned Development Number ___ instead of a C3-5 Commercial, Manufacturing and Employment District the area shown on Map Number 3-G bounded by:

West Blackhawk Street; North Halsted Street; West Eastman Street; and North Dayton Street.

The Bluewater Group 2, Inc. -- to classify as Residential Planned Development Number ___ instead of a B3-5 Community Shopping District the area shown on Map Number 13-G bounded by:

West Catalpa Avenue; North Sheridan Road; a line 250 feet south of and parallel to West Catalpa Avenue; and the alley next west of and parallel to North Sheridan Road.

Castlepoint 1260, L.L.C. -- to classify as a B3-5 Community Shopping District instead of a C1-3 Neighborhood Commercial District and a C2-3 Motor Vehicle-Related Commercial District and further to classify as Residential Planned Development instead of a B3-5 Community Shopping District the area shown on Map Number 1-G bounded by:

West Washington Street; North Elizabeth Street; West Madison Street; and North Throop Street.

Mr. Octaviano Cendejas and Mr. Francisco Cendejas, in care of Mr. Mark J. Kupiec -- to classify as an RT4 Residential Two-Flat, Townhouse and Multi-Unit District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 5-I bounded by:

a line 938.43 feet south of and parallel to West Fullerton Avenue; North Rockwell Street; a line 968.43 feet south of and parallel to West Fullerton Avenue; and North Talman Avenue.

Commuter Rail Division of the Regional Transportation Authority ("Metra") -- to classify as a T (Transportation) District instead of a B3-2 Community Shopping District, a C1-2 Neighborhood Commercial District and an RT4 Residential Two-Flat, Townhouse and Multi-Unit District the area shown on Map Number 18-B bounded by:

East 78th Street; a line 71 feet east of and parallel to the west right-of-way line of South Exchange Avenue; East 79th Street; and a line 29 feet east of and parallel to the west right-of-way line of South Exchange Avenue.

Elston Center, L.L.C. -- to classify as a C3-1 Commercial, Manufacturing and Employment District instead of an M1-1 Limited Manufacturing/Business Park District and further, to classify as Business Planned Development Number ____ instead of a C3-1 Commercial, Manufacturing and Employment District the area shown on Map Number 13-L bounded by:

a line from a point 970.41 feet west of the intersection of the northeasterly line of North Elston Avenue with the southwesterly line of the Chicago, Milwaukee, St. Paul and Pacific Railroad right-of-way and running perpendicular to North Elston Avenue for a distance of 552.94 feet to its intersection with the southwesterly line of the Chicago, Milwaukee, St. Paul and Pacific Railroad right-of-way; the Chicago, Milwaukee, St. Paul and Pacific Railroad right-of-way; and a line 425 feet west of the intersection of the northeasterly line of North Elston Avenue with the southwesterly line of the Chicago, Milwaukee, St. Paul and Pacific Railroad right-of-way and running perpendicular to North Elston Avenue for a distance of 552.94 feet to its intersection with the southwesterly line of the Chicago, Milwaukee, St. Paul and Pacific Railroad right-of-way.

Mr. Adrian Garneata -- to classify as an RT4 Residential Two-Flat, Townhouse and Multi-Unit District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 5-H bounded by:

the public alley next north of and parallel to West Wabansia Avenue; a line 75.55 feet east of and parallel to North Wood Street; West Wabansia Avenue; and a line 54.55 feet east of and parallel to North Wood Street.

Harlem & Grand. L.L.C. -- to classify as a B3-5 Community Shopping District instead of a B1-1 and B1-2 Neighborhood Shopping Districts and further, to classify as a Residential Business Planned Development instead of a B3-5 Community Shopping District the area shown on Map Number 7-N bounded by:

the public alley next north of and parallel to West Grand Avenue; a line 200 feet east of and almost parallel to the east line of North Harlem Avenue (as measured along the north line of West Grand Avenue); West Grand Avenue; and North Harlem Avenue.

Jetco Properties, Inc. -- to classify as a Business Planned Development instead of a B3-2 Community Shopping District the area shown on Map Number 9-G bounded by:

West Waveland Avenue; North Southport Avenue; a line approximately 499.8 feet south of and parallel to the south line of West Waveland Avenue; and the alley next west of and parallel to North Southport Avenue.

Mr. Faruk Kahn, in care of Gordon & Pikarski -- to classify as a C1-1 Neighborhood Commercial District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 1-L bounded by:

the alley next south of West Lake Street; North Laramie Avenue; a line 125.7 feet in length perpendicular to North Laramie Avenue, commencing at a point 25 feet south of the intersection of North Laramie Avenue and the alley next south of West Lake Street; and the alley next west of North Laramie Avenue.

Mr. Aaron Kizziah, in care of Mr. James J. Banks -- to classify as an RT3.5 Residential Two-Flat, Townhouse and Multi-Unit District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 13-H bounded by:

the alley next north of and parallel to West Summerdale Avenue; a line 100 feet east of and parallel to North Wolcott Avenue; West Summerdale Avenue; and a line 75 feet east of and parallel to North Wolcott Avenue.

Mr. Paul Legere, in care of Ms. Sylvia C. Michas, Law Offices of Mr. Samuel V.P. Banks -- to classify as an RM4.5 Residential Multi-Unit District instead of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District the area shown on Map Number 5-G bounded by:

a line 227 feet south of and parallel to West Wisconsin Street; North Halsted Street; a line 251.78 feet south of and parallel to West Wisconsin Street; and the alley next west of and parallel to North Halsted Street.

Mr. Sergey Matsko, in care of Ms. Sylvia C. Michas, Law Offices of Mr. Samuel V.P. Banks -- to classify as an RT3.5 Residential Two-Flat, Townhouse and Multi-Unit District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 5-I bounded by:

a line 120 feet south of and parallel to West Wabansia Avenue; the alley next east of and parallel to North Artesian Avenue; a line 168 feet south of and parallel to West Wabansia Avenue; and North Artesian Avenue.

MCM1527, L.L.C., in care of Marino & Associates, PC and Mr. Joe Steiner, L.L.C., in care of Marino & Associates, PC -- to classify as a B3-5 Community Shopping District instead of a B1-3 Neighborhood Shopping District the area shown on Map Number 1-G bounded by:

West Chicago Avenue; North Armour Street; the public alley next south of and parallel to West Chicago Avenue; and a line 52.11 feet west of and parallel to North Armour Street.

M & F Development, Inc., in care of Mr. Frederick E. Agustin -- to classify as a B2-3 Neighborhood Mixed-Use District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 13-H bounded by:

West Berwyn Avenue; North Ashland Avenue; a line 50 feet south of and parallel to West Berwyn Avenue; and a line 108.8 feet west of and parallel to North Ashland Avenue.

Milwaukee Development Group, L.L.C. -- to classify as a B2-3 Neighborhood Mixed-Use District instead of an RS2 Residential Single-Unit (Detached House) District the area shown on Map Number 11-M bounded by:

West Lawrence Avenue; North Austin Avenue; West Giddings Street; a line 133.33 feet west of and parallel to North Austin Avenue; a line 37.5 feet north of and parallel to West Giddings Street; a line from a point 259.63 feet west of

North Austin Avenue and 37.5 feet north of West Giddings Street to a point 258.47 feet west of North Austin Avenue and 56.51 feet north of West Giddings Street; a line from a point 258.47 feet west of North Austin Avenue and 56.51 feet north of West Giddings Street to a point 235.33 feet west of North Austin Avenue and 56.62 feet north of West Giddings Street; a line 235.33 feet west of and parallel to North Austin Avenue; a line 97.51 feet north of and parallel to West Giddings Street; a line 157.92 feet west of and parallel to North Austin Avenue; a line 104.22 feet north of and parallel to West Giddings Street; a line from a point 104.22 feet north of West Giddings Street and 105.98 feet west of North Austin Avenue to a point 108.91 feet west of North Austin Avenue (as measured at the southerly right-of-way line of West Lawrence Avenue) and the southerly right-of-way line of West Lawrence Avenue; and West Lawrence Avenue (to beginning).

Milwaukee Development Group L.L.C. -- to classify as an RT4 Residential Two-Flat, Townhouse and Multi-Unit District instead of an RS2 Residential Single-Unit (Detached House) District the area shown on Map Number 11-M bounded by:

West Lawrence Avenue; a line from a point 108.91 feet west of North Austin Avenue (as measured at the southerly right-of-way line of West Lawrence Avenue) and the southerly right-of-way line of West Lawrence Avenue to a point, 105.98 feet west of North Austin Avenue and 104.22 feet north of West Giddings Street; a line 104.22 feet north of and parallel to West Giddings Street; a line 157.92 feet west of and parallel to North Austin Avenue; a line 97.51 feet north of and parallel to West Giddings Street; a line 235.33 feet west of and parallel to North Austin Avenue; a line from a point 235.33 feet west of North Austin Avenue and 56.62 feet north of West Giddings Street to a point, 258.47 feet west of North Austin Avenue and 56.51 feet north of West Giddings Street; a line from a point 258.47 feet west of North Austin Avenue and 56.61 feet north of West Giddings Street to a point, 255.78 feet west of North Austin Avenue and 150.03 feet north of West Giddings Street; a line from a point 255.78 feet west of North Austin Avenue and 150.03 feet north of West Giddings Street to a point, 259 feet west of North Austin Avenue (as measured from the southerly right-of-way line of West Lawrence Avenue) and the southerly right-of-way line of West Lawrence Avenue; and West Lawrence Avenue (to beginning).

Mr. Wesley Morris -- to classify as an RT4 Residential Two-Flat Townhouse and Multi-Unit District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 1-H bounded by:

the public alley next north of and parallel to West Ontario Street; a line 216 feet east of and parallel to North Paulina Street; West Ontario Street; and a line 192 feet east of and parallel to North Paulina Street.

Mr. Cesar Munoz, in care of Law Offices of Mr. Samuel V.P. Banks -- to classify as an RT3.5 Residential Two-Flat, Townhouse and Multi-Unit District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 5-I bounded by:

a line 163 feet southeast of and parallel to West Prindiville Street; a line 111 feet northeast of and parallel to North Stave Street; a line 217.16 feet southeast of and parallel to West Prindiville Street; and North Stave Street.

Mr. Rusty Payton -- to classify as an RT4 Residential Two-Flat, Townhouse and Multi-Unit District instead of an RT3.5 Residential Two-Flat Townhouse and Multi-Unit District the area shown on Map Number 15-G bounded by:

North Glenwood Avenue; the alley next north and parallel to West Ardmore Avenue; the alley next and east and parallel to North Glenwood Avenue; and a line 100 feet north of and parallel to West Ardmore Avenue.

Poothakallil Garbriel -- to classify as a B3-3 Community Shopping District instead of a B3-2 Community Shopping District the area shown on Map Number 5-I bounded by:

West Belden Avenue; the alley next west of North Milwaukee Avenue, if extended; the alley next south of West Belden Avenue; and a line 922.48 feet east of and parallel to North Sacramento Boulevard.

Mr. Joseph Pusateri and Mr. William Houlihan -- to classify as an RT4 Residential Two-Flat, Townhouse and Multi-Unit District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 6-G bounded by:

the public alley next north of and almost parallel to South Hillock Avenue; a line 268 feet northeast of and parallel to the northeast line of South Throop Street (as measured along the northwest line of South Hillock Avenue); South Hillock Avenue; and a line 243 feet northeast of and parallel to the northeast line of South Throop Street (as measured along the northwest line of South Hillock Avenue).

Mr. Joel Raedeke -- to classify as an RT4 Residential Two-Flat Townhouse and Multi-Unit District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 11-G bounded by:

North Dover Street; a line 270.64 feet northwest of West Wilson Avenue; the alley northeast and parallel to North Dover Street; and a line 190.64 feet northwest of West Wilson Avenue.

Mr. George Samutin, in care of Gordon & Pikarski -- to classify as a B2-3 Neighborhood Mixed-Use District instead of an RT4 Residential Two-Flat, Townhouse and a Multi-Unit District/C1-2 Neighborhood Commercial District the area shown on Map Number 19-H bounded by:

North Rogers Avenue; a line 64.38 feet in length perpendicular to North Rogers Avenue, commencing at a point 101.24 feet northeast of the intersection of North Paulina Street and North Rogers Avenue; a line 16.59 feet in length connecting the line immediately previously stated with the line immediately next stated; a line 68.83 feet in length 136 feet east of and parallel to North Paulina Street; West Fargo Avenue; a line 52.27 feet in length commencing at a point 76 feet east of and parallel to North Paulina Street, and a line 52.27 feet in length perpendicular to North Rogers Avenue, commencing at a point 57.24 feet northeast of the intersection of North Paulina Street and North Rogers Avenue.

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

a line 280.99 feet north of and parallel to West 32nd Street; the alley next east of and parallel to South Wallace Street; a line 230.85 feet north of and parallel to West 32nd Street; and South Wallace Street.

S & J Properties, Inc. -- to classify as a B3-2 Community Shopping District instead of an RS2 Residential Single-Unit (Detached House) District the area shown on Map Number 16-H bounded by:

West 70th Street; the alley next east of and parallel to South Ashland Avenue; a line 73 feet south of and parallel to West 70th Street; and South Ashland Avenue.

Lu Lu Yang and Carl Anderson -- to classify as a C1-3 Neighborhood Commercial District instead of a B1-3 Neighborhood Shopping District the area shown on Map Number 3-H bounded by:

a line 100 feet southeast of and parallel to North Hermitage Avenue; North Milwaukee Avenue; a line 125 feet southeast of and parallel to North Hermitage Avenue; and the public alley next southwest of and parallel to North Milwaukee Avenue.

111 North Sangamon, L.L.C. -- to classify as a DX-5 Downtown Mixed-Use District instead of a DX-3 Downtown Mixed-Use District the area shown on Map Number 1-G bounded by:

the alley next north of West Washington Boulevard; the alley next east of North Sangamon Street; West Washington Boulevard; and North Sangamon Street.

235 West Van Buren Development Corporation -- to classify as a Residential Business Planned Development instead of a DC-16 Downtown Core District the area shown on Map Number 2-F bounded by:

West Van Buren Street; the alley next west of and parallel to South Wells Street; a line approximately 120 feet south of and parallel to the south line of West Van Buren Street; South Wells Street; the north line of improved Congress Parkway/Eisenhower Expressway; and South Franklin Street.

1301 West Diversey Parkway -- to classify as an RM4.5 Residential Multi-Unit District instead of an M1-2 Manufacturing/Business Park District and further, to classify as a Residential Planned Development instead of an RM4.5 Residential Multi-Unit District the area shown on Map Number 7-G bounded by:

West Diversey Parkway; North Lakewood Avenue; the east/west alley south of and parallel to West Diversey Parkway; and a line 124.25 feet west of and parallel to North Lakewood Avenue.

3214 West Huron Partners (Mr. Charles E. Glanzer, Jr. and Mr. Daniel G. Lauer, doing business as 3214 West Huron Partners) -- to classify as an RM5 Residential Multi-Unit District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 1-J bounded by:

West Huron Street; a line 97.00 feet east of North Sayer Avenue; the alley north and parallel to West Huron Street; and a line 121 feet east of North Sawyer Avenue.

6311 West Belmont, L.L.C., in care of the Law Offices of Mr. Samuel V.P. Banks -- to classify as a B3-2 Community Shopping District instead of a B3-1 Community Shopping District the area shown on Map Number 7-M bounded by:

West Belmont Avenue; a line 104.07 feet west of and parallel to North Mobile Avenue; the alley next south of and parallel to West Belmont Avenue; and a line 129.07 feet west of and parallel to North Mobile Avenue.

4650 Kedzie Building Corporation -- to classify as a B3-3 Community Shopping District instead of a B3-2 Community Shopping District the area shown on Map Number 11-J bounded by:

West Leland Avenue; North Kedzie Avenue; C.T.A. Railroad right-of-way; and the north/south public alley west of and parallel to North Kedzie Avenue.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

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

ABF Freight System, Inc., Alexander Gaybella L., Allstate Insurance Company (2) Elizabeth Bjorneberg and Josekutty Parackal, Alvarez Jose S., Ambriz Jovenal, Amman John P., ARS (Alamo Car Rental);

Baker Todd A., Boutte Carla B., Bowens Jimmie L., Bryk Cynthia L.;

Callahan Robert J., Chow Daniel D., Collins Tasha, Cooper Jerry, Covington Gerald J., Crump Eddie L., Curran Maria;

Dennewitz Andrew S., DeWitt Antoinette, Dunagan LaVetta L., Durr Eulia A.;

Edwards Sandra J., Ellzey Barbara A.;

Fielding Jed;

Garrett Jarvis;

Jenkins Paul, Johnson Cora B., Johnson Ryan T.;

Kaplan Howard N., Karadsheh Fadi, Kemp (Mr. and Mrs.) Winfred D., Kong Jesse, Kostner Street L.L.C. and John Hucher;

Lamothe, Jr. Thomas, Luellen Wonda, Lustbader Robert M.;

Machala Marion, Mack Roberta G., Martinez Erica J., Maury Tina M., Michailidis Eleni M.;

Norman Jerry D.;

Piotrowski Annie;

Schulter Chris B., Smith Wayne J., Soto Angelina, State Farm Insurance Company
(3) Gladys Gatilao, James Shilney and Rosa Zarate, Stone Donald L.;

Tarkowski James J., Thompson Antoinette, Tucker David T.;

Varela Estelle M., Vidito Zoila C.;

Ware Lovie M., Winfred, Sr. Scott and Martha, Wodarski Elizabeth P.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO INSTALL
SIGN/SIGNBOARD AT 10301 SOUTH SAWYER AVENUE.

A communication from Mr. Chuck Zenn, Olympic Signs, transmitting a proposed order which would authorize the installation of a sign/signboard at 10301 South Sawyer Avenue, which was *Referred to the Committee on Buildings*.

REPORTS OF COMMITTEES.

COMMITTEE ON FINANCE.

APPOINTMENT OF MR. CLARENCE HENDRICKS AS MEMBER
OF SOUTHWEST HOME EQUITY COMMISSION II.

The Committee on Finance submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication recommending the appointment of Clarence Hendricks as a member of the Southwest Home Equity Commission II, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* and the said proposed appointment of Mr. Clarence Hendricks as a member of the Southwest Home Equity Commission II was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 47.

Nays -- None.

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

APPOINTMENT OF MR. VICTOR M. MARTINEZ AS
MEMBER OF 63RD STREET GROWTH COMMISSION
(SPECIAL SERVICE AREA NUMBER 3).

The Committee on Finance submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication recommending the appointment of Victor M. Martinez as a member of the 63rd Street Growth Commission (Special Service Area Number 3), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* and the said proposed appointment of Mr. Victor M. Martinez as a member of the 63rd Street Growth Commission (Special Service Area Number 3) was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schuler, Stone -- 47.

Nays -- None.

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

REAPPOINTMENT OF MR. ROYCE H. SIMPSON AS
MEMBER OF 63RD STREET GROWTH COMMISSION
(SPECIAL SERVICE AREA NUMBER 3).

The Committee on Finance submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication recommending the reappointment of Royce H. Simpson as a member of the 63rd Street Growth Commission (Special Service Area Number 3), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed reappointment transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* and the said proposed reappointment of Mr. Royce H. Simpson as a member of the 63rd Street Growth Commission (Special Service Area Number 3) was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schuler, Stone -- 47.

Nays -- None.

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

APPOINTMENT OF MS. ERNESTINE P. ALFONSETTI AS
MEMBER OF LAKE VIEW EAST COMMISSION
(SPECIAL SERVICE AREA NUMBER 8).

The Committee on Finance submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication recommending the appointment of Ernestine P. Alfonsetti as a member of the Lake View East Commission (Special Service Area Number 8), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* and the said proposed appointment of Ms. Ernestine P. Alfonsetti as a member of the Lake View East Commission (Special Service Area Number 8) was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cardenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schuller, Stone -- 47.

Nays -- None.

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

APPOINTMENT OF MR. ROBERT B. SMITH AS
MEMBER OF LAKE VIEW EAST COMMISSION
(SPECIAL SERVICE AREA NUMBER 8).

The Committee on Finance submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication recommending the appointment of Robert B. Smith as a member of the Lake View East Commission (Special Service Area Number 8), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* and the said proposed appointment of Mr. Robert B. Smith as a member of the Lake View East Commission (Special Service Area Number 8) was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schuler, Stone -- 47.

Nays -- None.

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

APPOINTMENT OF MR. LOUIS K. ALEXAKIS AS MEMBER
OF GREEKTOWN/HALSTED STREET COMMISSION
(SPECIAL SERVICE AREA NUMBER 16).

The Committee on Finance submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication recommending the appointment of Louis K. Alexakis as a member of the Greektown/Halsted Street Commission (Special Service Area Number 16), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* and the said proposed appointment of Mr. Louis K. Alexakis as a member of the Greektown/Halsted Street Commission (Special Service Area Number 16), was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schuler, Stone -- 47.

Nays -- None.

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

APPOINTMENT OF MR. FRANK S. KAMBEROS AS MEMBER
OF GREEKTOWN/HALSTED STREET COMMISSION
(SPECIAL SERVICE AREA NUMBER 16).

The Committee on Finance submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication recommending the appointment of Frank S. Kamberos as a member of the Greektown/Halsted Street Commission (Special Service Area Number 16), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* and the said proposed appointment of Mr. Frank S. Kamberos as a member of the Greektown/Halsted Street Commission (Special Service Area Number 16) was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schuler, Stone -- 47.

Nays -- None.

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

APPOINTMENT OF MR. CORY A. BORN AS MEMBER
OF HOWARD STREET COMMISSION (SPECIAL
SERVICE AREA NUMBER 19).

The Committee on Finance submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication recommending the appointment of Cory A. Born as a member of the Howard Street Commission (Special Service Area Number 19), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* and the said proposed appointment of Cory A. Born as a member of the Howard Street Commission (Special Service Area Number 19) was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schuller, Stone -- 47.

Nays -- None.

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

APPOINTMENT OF MS. LILIA LOPEZ AS MEMBER
OF LITTLE VILLAGE COMMISSION (SPECIAL
SERVICE AREA NUMBER 25).

The Committee on Finance submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

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

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 47.

Nays -- None.

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

APPOINTMENT OF MR. DAVID J. STEINER AS
MEMBER OF WEST TOWN COMMISSION
(SPECIAL SERVICE AREA NUMBER 29).

The Committee on Finance submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

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

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 47.

Nays -- None.

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

APPOINTMENT OF MS. LYNELL A. FLEMING, MS. JUANITA A.
LOVE, MS. DEBORAH C. MOORE AND MS. SALLY R. WELLS
AS MEMBERS OF AUBURN GRESHAM COMMISSION
(SPECIAL SERVICE AREA NUMBER 32).

The Committee on Finance submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication recommending the appointments of Lynell A. Fleming, Juanita A. Love, Deborah C. Moore and Sally R. Wells as members of the Auburn Gresham Commission (Special Service Area Number 32), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointments transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* and the said proposed appointments of Ms. Lynell A. Fleming, Ms. Juanita A. Love, Ms. Deborah C. Moore and Ms. Sally R. Wells as members of the Auburn Gresham Commission (Special Service Area Number 32) were *Approved* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 47.

Nays -- None.

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

APPOINTMENT OF MS. MARY D. MADISON AND MS. KATHRYN V.
WELCH AS MEMBERS OF AUBURN GRESHAM COMMISSION
(SPECIAL SERVICE AREA NUMBER 32).

The Committee on Finance submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication recommending the appointments of Mary D. Madison and Kathryn V. Welch as members of the Auburn Gresham Commission (Special Service Area Number 32), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointments transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* and the said proposed appointments of Ms. Mary D. Madison and Ms. Kathryn V. Welch as members of the Auburn Gresham Commission (Special Service Area Number 32) were *Approved* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 47.

Nays -- None.

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

APPOINTMENT OF MS. LELA A. HEADD, MR. JOHN C. HOYT
AND MS. DEBRA G. SHARPE AS MEMBERS
OF WICKER PARK/BUCKTOWN COMMISSION
(SPECIAL SERVICE AREA NUMBER 33).

The Committee on Finance submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication recommending the appointments of Lela A. Headd, John C. Hoyt and Debra G. Sharpe as members of the Wicker Park/Bucktown Commission (Special Service Area Number 33), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointments transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* and the said proposed appointments of Ms. Lela A. Headd, Mr. John C. Hoyt and Ms. Debra G. Sharpe as members of the Wicker Park/Bucktown Commission (Special Service Area Number 33) were *Approved* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schuler, Stone -- 47.

Nays -- None.

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

APPOINTMENT OF MS. JANICE L. METZGER, MR. ARTHUR P. SUNDRY, JR. AND MS. LAURA A. WEATHERED AS MEMBERS OF WICKER PARK/BUCKTOWN COMMISSION (SPECIAL SERVICE AREA NUMBER 33).

The Committee on Finance submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication recommending the appointments of Janice L. Metzger, Arthur P. Sundry, Jr. and Laura A. Weathered as members of the Wicker Park/Bucktown Commission (Special Service Area Number 33), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointments transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* and the said proposed appointments of Ms. Janice L. Metzger, Mr. Arthur P. Sundry, Jr. and Ms. Laura A. Weathered as members of the (Wicker Park/Bucktown Commission (Special Service Area Number 33) were *Approved* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 47.

Nays -- None.

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

APPOINTMENT OF MR. THOMAS L. CAMERON, MR. ROBERT E. DAVIS, MS. MICHELLE C. FEUER, MR. MARTIN D. KELLY, MR. STEVEN L. MILFORD, MR. WARREN J. PREIS, MR. DAVID B. RETTKER AND MR. RAYMOND J. RICKERT AS MEMBERS OF UPTOWN COMMISSION (SPECIAL SERVICE AREA NUMBER 34).

The Committee on Finance submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication recommending the appointments of Thomas L. Cameron, Robert E. Davis, Michelle C. Feuer, Martin D. Kelly, Steven L. Milford, Warren J. Preis, David B. Rettker and Raymond J. Rickert as members of the Uptown Commission (Special Service Area Number 34), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* and the said proposed appointments of Mr. Thomas L. Cameron, Mr. Robert E. Davis, Ms. Michelle C. Feuer, Mr. Martin D. Kelly, Mr. Steven L. Milford, Mr. Warren J. Preis, Mr. David B. Rettker and Mr. Raymond J. Rickert as members of the Uptown Commission (Special Service Area Number 34) were *Approved* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schuler, Stone -- 47.

Nays -- None.

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

APPOINTMENT OF MR. ERIC CHENG, MS. ANNE M. HAYWOOD,
MR. TIMOTHY B. JULIUSSON, MR. CHARLES M. LONG,
MS. JENNIFER E. MARTIN, MR. KURT J. SOLARTE
AND MR. TERRY N. TUOHY AS MEMBERS OF
UPTOWN COMMISSION (SPECIAL
SERVICE AREA NUMBER 34).

The Committee on Finance submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication recommending the appointments of Eric Cheng, Anne M. Haywood, Timothy B. Juliusson, Charles M. Long, Jennifer E. Martin, Kurt J. Solarte and Terry N. Tuohy as members of the Uptown Commission (Special Service Area Number 34), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointments transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* and the said proposed appointments of Mr. Eric Cheng, Ms. Anne M. Haywood, Mr. Timothy B. Juliusson, Mr. Charles M. Long, Ms. Jennifer E. Martin, Mr. Kurt J. Solarte and Mr. Terry N. Tuohy as members of the Uptown Commission (Special Service Area Number 34) were *Approved* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 47.

Nays -- None.

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

APPOINTMENT OF MR. PETER M. HOLSTEN
AS MEMBER OF UPTOWN COMMISSION
(SPECIAL SERVICE AREA NUMBER 34).

The Committee on Finance submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication recommending the appointment of Peter M. Holsten as a member of Uptown Commission (Special Service Area Number 34) having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* and the said proposed appointment of Mr. Peter M. Holsten as a member of the Uptown Commission (Special Service Area Number 34) was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 46.

Nays -- Alderman Natarus -- 1.

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

APPOINTMENT OF MS. DIANA L. KENWORTHY AND MR. VINCE J. SAVERINO AS MEMBERS OF RAVENSWOOD INDUSTRIAL COMMISSION (SPECIAL SERVICE AREA NUMBER 37).

The Committee on Finance submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication recommending the appointments of Diana L. Kenworthy and Vince J. Saverino as members of the Ravenswood Industrial Commission (Special Service Area Number 37), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointments transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* and the said proposed appointments of Ms. Diana L. Kenworthy and Mr. Vince J. Saverino as members of the Ravenswood Industrial Commission (Special Service Area Number 37) were *Approved* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schuler, Stone -- 47.

Nays -- None.

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

APPOINTMENT OF MS. ANGELA M. LATINO AS
MEMBER OF NORTHCENTER COMMISSION
(SPECIAL SERVICE AREA NUMBER 38).

The Committee on Finance submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication recommending the appointment of Angela M. Latino as a member of the Northcenter Commission (Special Service Area Number 38), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* and the said proposed appointment of Ms. Angela M. Latino as a member of the Northcenter Commission (Special Service Area Number 38) was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schuler, Stone -- 47.

Nays -- None.

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

AUTHORIZATION FOR DONATION OF REFUSE
BINS TO CITY OF ACCRA, GHANA.

The Committee on Finance submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the donation of refuse bins to the City of Accra, Ghana, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, 2007 marks Ghana's fiftieth anniversary of independence; and

WHEREAS, The City of Chicago is proud to count the City of Accra, the capital of Ghana, as one of our Sister Cities; and

WHEREAS, The City of Accra, Ghana boasts a long and rich history of cultural and educational exchanges with the City of Chicago; and

WHEREAS, Included in those exchanges were several mayoral visits to the City of Chicago; and

WHEREAS, From time to time, items of equipment used by the City of Chicago become outdated and obsolete and are replaced; and

WHEREAS, Such items may nonetheless have useful service left in them and could be of great use to another entity; and

WHEREAS, The City's Department of Streets and Sanitation, from time to time, has in its possession refuse bins that, while no longer of use to the City, could be of substantial use elsewhere; and

WHEREAS, The City of Accra, Ghana, is in need of humanitarian aid; now, therefore,

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

SECTION 1. The Commissioner of Streets and Sanitation is hereby authorized to donate approximately seven hundred (700) refuse bins no longer useful to the City of Chicago, as such refuse bins may become available, to the City of Accra, Ghana, free and clear of any liens or encumbrances. The City shall make said bins available for pickup in the City of Chicago in "as is" condition without any warranties either expressed or implied and expressly excludes any warranty of merchantability and fitness for a particular purpose.

SECTION 2. The Commissioner of Streets and Sanitation is hereby authorized to enter into and execute such other documents as may be necessary and proper to implement this donation.

SECTION 3. This ordinance shall be in full force and effect from and after its passage and publication.

AUTHORIZATION FOR ISSUANCE OF CITY OF CHICAGO
CHICAGO O'HARE INTERNATIONAL AIRPORT
GENERAL AIRPORT THIRD LIEN REVENUE
BONDS, SERIES 2006.

The Committee on Finance submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication authorizing the issuance of City of Chicago Chicago O'Hare International Airport General Airport Third Lien Revenue Bonds, Series 2006, amount of bonds not to exceed \$275,000,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Olivo, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 44.

Nays -- None.

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

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

The following is said ordinance as passed:

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

WHEREAS, The City owns and operates an airport known as Chicago O'Hare International Airport (the "Airport"); and

WHEREAS, The City has previously issued its "Chicago O'Hare International Airport General Airport Revenue Refunding Bonds, 1993 Series A" that are currently outstanding (the "Outstanding Senior Lien Bonds") pursuant to the General Airport Revenue Bond Ordinance (as hereinafter defined); and

WHEREAS, The City has previously issued various series of its Chicago O'Hare International Airport General Airport Second Lien Revenue Bonds that are currently outstanding (the "Outstanding Second Lien Bonds"); and

WHEREAS, The City has previously issued various series of its Chicago O'Hare International Airport General Airport Third Lien Revenue Bonds that are currently outstanding (the "Outstanding Third Lien Bonds"); and

WHEREAS, The City has previously established a commercial paper program providing for the issuance from time to time of commercial paper notes for Airport purposes (the "Commercial Paper Notes"); and

WHEREAS, The Outstanding Senior Lien Bonds, the Outstanding Second Lien Bonds, the Outstanding Third Lien Bonds and any Commercial Paper Notes currently or later outstanding are referred to collectively herein as the "Outstanding Airport Obligations"; and

WHEREAS, The City has determined to authorize the issuance of its Chicago O'Hare International Airport General Airport Third Lien Revenue Bonds (hereinafter referred to as the "2006 Bonds"), in one or more series for the purposes of (a) refunding any or all of the Outstanding Airport Obligations, including, in particular and without limitation, all or a portion of the Chicago O'Hare International Airport General Airport Second Lien Revenue Bonds, 1996 Series A; the Chicago O'Hare International Airport General Airport Second Lien Revenue Refunding Bonds, Series 1999; and the Chicago O'Hare International Airport General Airport Third Lien Revenue Refunding Bonds, Taxable Series 2004E; and (b) funding the cost of certain capital projects for the Airport, including, without limitation, capital projects included in the O'Hare Modernization Program and capitalized interest on Outstanding Third Lien Bonds, which constitute Airport Projects under the Master Indenture (defined herein) (the "Airport Projects"); and

WHEREAS, The City proposes to issue and sell 2006 Bonds in the manner hereinafter authorized in one or more series in an aggregate original principal amount not to exceed Two Hundred Seventy-five Million Dollars (\$275,000,000) plus an amount equal to the amount of any original issue discount used in the marketing of the 2006 Bonds (not to exceed ten percent (10%) of the principal amount thereof); now, therefore,

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

Article I.

Authorization, Findings And Determinations.

SECTION 1.1 Authorization. The above recitals are incorporated in this ordinance. This ordinance is adopted pursuant to Section 6(a) of Article VII of the Constitution; Section 705 of the General Airport Revenue Bond Ordinance and the Master Indenture (each as hereinafter defined).

SECTION 1.2 Finding And Determinations. This City Council hereby finds and determines as follows:

(a) that the issuance of the 2006 Bonds and the refunding of the Outstanding Airport Obligations will result in debt service savings or provide other benefits to the Airport;

(b) that the Airport Projects to be financed by the City with the proceeds of the 2006 Bonds are necessary and essential to the efficient operation of the Airport;

(c) that the City's ability to issue 2006 Bonds from time to time without further action by this City Council at various times, in various principal amounts and with various interest rates and interest rate mechanisms, maturities, redemption provisions and other terms will enhance the City's opportunities to obtain financing for the Airport upon the most favorable terms available; and

(d) that the delegations of authority that are contained in this ordinance, including, without limitation, the authority to make the specific determinations described in clause (c) above, are necessary and desirable because this City Council cannot itself as advantageously, expeditiously or conveniently exercise such authority and make such specific determinations. Thus, authority is granted to the Mayor, the Chief Financial Officer appointed by the Mayor or the City Comptroller (the Chief Financial Officer and the City Comptroller being referred to herein as the "Authorized Officer") to determine to sell one or more series of

2006 Bonds at one or more times, as and to the extent such officers determine that such sale or sales is desirable and in the best interest of the City and the Airport.

SECTION 1.3 Forms Of Documents. There have been presented to this City Council forms of the following documents:

- (a) A list of Airport Projects (attached hereto as Exhibit A);
- (b) Twenty-Second Supplemental Indenture securing Chicago O'Hare International Airport General Airport Third Lien Revenue Bonds, Series 2006 (attached hereto as Exhibit B);
- (c) Twenty-Third Supplemental Indenture securing Chicago O'Hare International Airport General Airport Third Lien Revenue Bonds, Series 2006 (attached hereto as Exhibit C)
- (d) Auction Rate Securities Provisions (attached hereto as Exhibit D);
- (e) Auction Agent Agreement (attached hereto as Exhibit E);
- (f) Broker-Dealer Agreement (attached hereto to Exhibit F); and
- (g) Market Agent Agreement (attached hereto as Exhibit G).

SECTION 1.4 Definitions. (a) Except as provided in this section, all defined terms contained in this ordinance shall have the same meanings, respectively, as such defined terms are given in the Master Indenture.

(b) As used in this ordinance, unless the context shall otherwise require, the following words and terms shall have the following respective meanings:

"Authorized Officer" is defined in Section 1.2.

"Bank" means a bank that has issued a Letter of Credit pursuant to a Reimbursement Agreement in order to secure a series of 2006 Bonds.

"Bank Notes" means Third Lien Obligations evidencing the obligations of the City to a Bank under a Reimbursement Agreement.

"General Airport Revenue Bond Ordinance" means the ordinance adopted by the City Council of the City on March 31, 1983, entitled "An Ordinance Authorizing The Issuance By The City Of Its Chicago O'Hare International Airport General

Airport Revenue Bonds, And Providing For The Payment Of And Security For Said Bonds", as amended and supplemented from time to time.

"Letter of Credit" means a Letter of Credit securing the payment of the principal or purchase price of and interest on a series of 2006 Bonds.

"Master Indenture" means the Master Indenture of Trust Securing Chicago O'Hare International Airport Third Lien Obligations, dated as of March 1, 2002, as originally executed and delivered by the City and LaSalle Bank National Association, the Master Trustee, and as the same may from time to time be amended or supplemented by Supplemental Indentures executed and delivered in accordance with the provisions thereof.

"Master Trustee" means LaSalle Bank National Association, and its successor in trust, as Trustee under the Master Indenture and as Trustee under any Supplemental Indenture.

"Reimbursement Agreement" means an agreement between the City and a Bank pursuant to which a Letter of Credit or liquidity facility is issued with respect to a series of 2006 Bonds.

"Remarketing Agreement" means an agreement between the City and a Remarketing Agent pursuant to which the Remarketing Agent, under certain circumstances will remarket 2006 Bonds.

"Supplemental Indenture" means a supplemental indenture authorizing a series of 2006 Bonds, substantially in the form of the Twenty-Second Supplemental Indenture or the Twenty-Third Supplemental Indenture, as appropriate.

"Twenty-Second Supplemental Indenture" means the Twenty-Second Supplemental Indenture Securing Chicago O'Hare International Airport General Airport Third Lien Revenue Bonds from the City to the Master Trustee relating to the initial series of 2006 Bonds bearing interest at fixed rates.

"Twenty-Third Supplemental Indenture" means the Twenty-Third Supplemental Indenture Securing Chicago O'Hare International Airport General Airport Third Lien Revenue Bonds from the City to the Master Trustee relating to the initial series of 2006 Bonds bearing interest at variable rates.

"2006 Bonds" means the 2006 Bonds authorized by Section 2.1.

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

Article II.

Authorization And Details Of 2006 Bonds.

SECTION 2.1 Authorization Of 2006 Bonds. (a) The 2006 Bonds are hereby authorized to be issued in an aggregate original principal amount of not to exceed Two Hundred Seventy-five Million Dollars (\$275,000,000) plus an amount equal to the amount of any original issue discount used in the marketing of the 2006 Bonds (not to exceed ten percent (10%) of the principal amount thereof) pursuant to the Master Indenture and one or more Supplemental Indentures for the purposes specified in Section 2.2 of this ordinance. The 2006 Bonds may be issued bearing interest at a fixed interest rate or rates or at a variable interest rate or rates as more fully set forth in the related Supplemental Indenture, including but not limited to variable interest rates that are reset weekly by the Remarketing Agent and variable interest rates (including rates determined at auction) commonly referred to as "flexible" or "commercial paper" rates, in which specified bonds of a series bear interest at rates that differ from the rates borne by other bonds of the series and have different accrual and mandatory tender and purchase provisions (herein called "Variable Rates"), and may be secured as to principal, purchase price and interest by one or more Letters of Credit or Reimbursement Agreements. Any 2006 Bonds that initially bear interest at a variable rate may thereafter bear such other interest rate or rates as may be established in accordance with the provisions of the related Supplemental Indenture. Any 2006 Bonds that bear interest at a fixed rate may be issued as current interest bonds or as capital appreciation bonds.

(b) The 2006 Bonds shall mature not later than January 1, 2042, and shall bear interest from their date, or from the most recent date to which interest has been paid or duly provided for, until the City's obligation with respect to the payment of the principal amount thereof shall be discharged, payable as provided in the related Supplemental Indenture at a rate or rates not in excess of the lesser of fifteen percent (15%) per annum or, so long as such 2006 Bonds are secured by a Letter of Credit, the maximum interest rate with respect to such 2006 Bonds used for purposes of calculating the stated amount of such Letter of Credit. Each series of 2006 Bonds may be subject to mandatory and optional redemption (including mandatory redemption pursuant to the application of Sinking Fund Payments) and demand purchase or mandatory purchase provisions prior to maturity, upon the terms and conditions set forth in the Master Indenture and the related Supplemental Indenture.

(c) The 2006 Bonds shall be entitled "Chicago O'Hare International Airport General Airport Third Lien Revenue Bonds" or "Chicago O'Hare International Airport General Airport Third Lien Revenue Refunding Bonds", as appropriate, and may be issued in one or more separate series, appropriately designated to indicate the order of their issuance. Each 2006 Bond shall be issued in fully registered form and in

the denominations set forth in the related Supplemental Indenture; and shall be dated and numbered and further designated and identified as provided in the Master Indenture and the related Supplemental Indenture.

(d) Principal of and premium, if any, on the 2006 Bonds shall be payable at the principal corporate trust office of the Master Trustee or any Paying Agent as provided in the Master Indenture and related Supplemental Indenture. Payment of interest on the 2006 Bonds shall be made to the registered owner thereof and shall be paid by check or draft of the Master Trustee mailed to the registered owner at his or her address as it appears on the registration books of the City kept by the Master Trustee or at such other address as is furnished to the Master Trustee in writing by such registered owner, or by wire transfer as further provided in the Master Indenture and related Supplemental Indenture.

(e) Subject to the limitations set forth in this section, authority is hereby delegated to either the Mayor or the Authorized Officer to determine the aggregate principal amount of 2006 Bonds to be issued, the date thereof, the maturities thereof, any provisions for optional redemption thereof, the schedule of Sinking Fund Payments, if any, to be applied to the mandatory redemption thereof (which mandatory redemption shall be at a Redemption Price equal to the principal amount of each 2006 Bond to be redeemed, without premium, plus accrued interest), the rate or rates of interest payable thereon or method for determining such rate or rates and the first interest payment date thereof. Any optional redemption shall be at Redemption Prices that may include a redemption premium for each 2006 Bond to be redeemed expressed as a percentage, not exceeding three percent (3%), of the principal amount of the 2006 Bond to be redeemed, or as a formula designed to compensate the owner of the 2006 Bond to be redeemed based upon prevailing market conditions on the date fixed for such redemption, commonly known as a "make whole" redemption premium.

SECTION 2.2 Purposes. Pursuant to Section 203 of the Master Indenture, the 2006 Bonds are to be issued for the following purposes, as determined by the Authorized Officer at the time of the sale of the 2006 Bonds:

- (a) the payment, or the reimbursement for the payment, of all or a portion of the costs of acquiring, constructing and equipping any Airport Project or Projects;
- (b) the refunding of any Outstanding Airport Obligations;
- (c) the funding of deposits, deposit of monies in a program fee account, a debt service reserve account, a capitalized interest account and such other accounts and subaccounts (including capitalized interest accounts for Outstanding Third Lien Bonds) as may be provided for in the Master Indenture and the Supplemental Indenture relating to such series; and
- (d) the payment of the Costs of Issuance of the 2006 Bonds.

The proceeds of each series of 2006 Bonds shall be applied for the purposes set forth above in the manner and in the amounts specified in a Certificate of an Authorized Officer (as defined in the Master Indenture) delivered in connection with the issuance of such series pursuant to the Master Indenture and the related Supplemental Indenture.

SECTION 2.3 Pledge Of Third Lien Revenues. The 2006 Bonds, together with interest thereon, shall be limited obligations of the City secured by a pledge of the Third Lien Revenues and by other specified sources pledged under the Master Indenture and the related Supplemental Indenture, and shall be valid claims of the registered owners thereof only against the funds and assets and other money held by the Master Trustee with respect thereto and against such Third Lien Revenues. The 2006 Bonds and the obligation to pay interest thereon do not now and shall never constitute an indebtedness or a loan of credit of the City, or a charge against its general credit or taxing powers, within the meaning of any constitutional or statutory limitation of the State of Illinois.

SECTION 2.4 Approval Of Reimbursement Agreement; Authorization Of Bank Notes. The Mayor or the Authorized Officer is hereby authorized, with respect to each applicable series of 2006 Bonds, to execute and deliver a Reimbursement Agreement in substantially the form previously used for similar financings of the City with appropriate revisions in text as the Mayor or the Authorized Officer shall determine are necessary or desirable in connection with the sale of 2006 Bonds, and the City Clerk is hereby authorized to attest the same and affix thereto the corporate seal of the City or a facsimile thereof, the execution and delivery thereof to constitute conclusive evidence of this City Council's approval of any and all changes or revisions therein. The Mayor or the Authorized Officer is hereby further authorized to execute and deliver a Bank Note pursuant to each Reimbursement Agreement in substantially the form previously used for similar financings of the City with appropriate revisions to reflect the terms and provisions of the related Reimbursement Agreement, and the City Clerk is hereby authorized to attest the same and affix thereto the corporate seal of the City or a facsimile thereof, the execution and delivery thereof to constitute conclusive evidence of this City Council's approval of any and all changes or revisions therein. The interest rate payable on any Bank Note shall not exceed eighteen percent (18%) per annum and the maturity thereof shall not be later than five (5) years after the latest maturity date of the related series of 2006 Bonds. The annual fee payable to any Bank under a Reimbursement Agreement shall be determined by the Authorized Officer as shall be in the best interest of the City in the operation of the Airport under then existing market conditions. The obligations of the City under each Reimbursement Agreement and under each Bank Note do not now and shall never constitute an indebtedness or a loan of credit of the City, or a charge against its general credit or taxing powers, within the meaning of any constitutional or statutory limitation of the State of Illinois. Such obligations shall be limited obligations of the City secured by a pledge of the Third Lien Revenues and by the other specified sources pledged under the Master Indenture and the related

Supplemental Indenture, and shall be valid claims only against the funds and assets and other money held by the Master Trustee with respect thereto and against such Third Lien Revenues.

SECTION 2.5 Approval Of Supplemental Indentures. (a) The form of Twenty-Second Supplemental Indenture presented to this meeting is hereby approved in all respects. The Mayor or the Authorized Officer is hereby authorized, with respect to each series of 2006 Bonds bearing interest at fixed rates, to execute and deliver a Supplemental Indenture in substantially the form of the Twenty-Second Supplemental Indenture for and on behalf of the City, and the City Clerk is hereby authorized to attest the same and to affix thereto the corporate seal of the City or a facsimile thereof.

(b) The form of Twenty-Third Supplemental Indenture presented to this meeting is hereby approved in all respects. The Mayor or the Authorized Officer is hereby authorized with respect to each series of 2006 Bonds bearing interest initially at a Variable Rate, to execute and deliver a Supplemental Indenture in substantially the form of the Twenty-Third Supplemental Indenture for and on behalf of the City and the City Clerk is hereby authorized to attest the same and to affix thereto the corporate seal of the City or a facsimile thereof.

(c) Each such Supplemental Indenture shall be substantially in the form of the Twenty-Second Supplemental Indenture or the Twenty-Third Supplemental Indenture, as appropriate, presented to this meeting and may contain such changes or revisions as shall be approved by the Mayor or the Authorized Officer, such changes or revisions may include, without limit, such changes as may be necessary or desirable, as determined by the Mayor or the Authorized Officer, to incorporate provisions into a Supplemental Indenture relating to Variable Rates generally in use in the municipal securities market and, where appropriate, the inclusion of provisions for the completion of construction (including capitalized interest provisions) of projects financed from proceeds of Outstanding Airport Obligations.

(d) In the event that the City shall determine to issue 2006 Bonds bearing interest at Variable Rates that include the option to establish the interest rate by an auction ("Auction Rate Securities") then the provisions of the Twenty-Third Supplemental Indenture shall be modified to incorporate the Auction Rate Securities Provisions.

(e) If determined by the Authorized Officer to be in the best financial interest of the City in the operation of the Airport, modifications may be made to the form of Twenty-Third Supplemental Indenture providing (a) for 2006 Bonds bearing interest at a Variable Rate to be secured by a Letter of Credit, and (b) for an interest rate mode in which the 2006 Bonds bear interest at a rate that reflects inflation and deflation as of a specified date prior to each interest payment date.

(f) If determined by the Authorized Officer to be in the best financial interest of the City in the operation of the Airport, the provisions of the forms of Twenty-Second

Supplemental Indenture and Twenty-Third Supplemental Indenture relating to disbursement from project accounts and reports relating to the progress of construction may be modified so as to eliminate or change any requirement, all as determined by the Authorized Officer at the time of the execution of any such Supplemental Indenture.

(g) The execution and delivery of a Supplemental Indenture shall constitute evidence of this City Council's approval of any and all changes or revisions therein. The Mayor or the Authorized Officer is hereby also authorized to enter into a Supplemental Indenture that includes a covenant on the part of the City not to issue any additional First Lien Bonds, which covenant may include specific exceptions and limitations, all as determined at the time of the execution and delivery of the Supplemental Indenture.

SECTION 2.6 Debt Service Reserve Account Surety Bonds. The Authorized Officer is hereby authorized to arrange for the provision of one or more Debt Service Reserve Account Surety Bonds as security for all or a portion of the 2006 Bonds if the Authorized Officer determines that it would be in the best financial interest of the City in its operation of the Airport.

SECTION 2.7 Interest Rate Swap And Cap Agreements. (a) If determined by the Authorized Officer to be in the best financial interest of the City in the operation of the Airport, the Authorized Officer is authorized to execute and deliver from time to time in the name and on behalf of the City one or more agreements with counterparties selected by the Authorized Officer, the purpose of which is to limit, reduce or manage the City's interest rate exposure with respect to the 2006 Bonds. The stated aggregate notional amount under all such agreements (net of offsetting transactions) at any one time shall not exceed the aggregate principal amount of such 2006 Bonds at the time outstanding. For purposes of the immediately preceding sentence "offsetting transactions" shall include any transaction which is intended to hedge, modify or otherwise affect any outstanding transaction or its economic results. The offsetting transaction need not be based on the same index or rate option as the related bonds or the transaction being offset. Examples of offsetting transactions include a floating-to-fixed rate interest rate swap being offset by a fixed-to-floating rate interest rate swap, and a fixed-to-floating rate interest rate swap being offset by a floating-to-fixed interest rate swap or an interest rate cap or floor or a floating-to-floating interest rate swap. In addition, if determined by the Authorized Officer to be in the best financial interest of the City in the operation of the Airport, the Authorized Officer is authorized to execute and deliver from time to time in the name and on behalf of the City one or more agreements with counterparties selected by the Authorized Officer, commonly known as "off market" swap agreements for the purpose of providing additional funds to meet the capital costs of Airport Projects or the costs of refunding Outstanding Airport Obligations.

(b) Any such agreement to the extent practicable shall be in substantially the form of either the Local Currency -- Single Jurisdiction version or the Multi-Currency -- Cross Border version of the 1992 I.S.D.A. Master Agreement accompanied by the United States Municipal Counterparty Schedule published by the International Swap Dealers Association, Inc. ("I.S.D.A.") or any successor form to either published by the I.S.D.A., and in appropriate confirmations of transactions governed by that agreement, with such insertions, completions and modifications thereof as shall be approved by the Authorized Officer, his or her execution to constitute conclusive evidence of this City Council's approval of such insertions, completions and modifications thereof. Should the I.S.D.A. form not be the appropriate form to accomplish the objectives of the City under this Section 2.7, then such other agreement as may be appropriate is hereby approved, the execution by the Mayor or the Authorized Officer being conclusive evidence of this City Council's approval of such other agreement and any and all insertions, completions and modifications thereof.

(c) Amounts payable by the City under each such agreement shall constitute limited obligations of the City payable solely from Third Lien Revenues as provided in the Master Indenture (or from other Revenues of the Airport if secured by a pledge subordinate to the pledge of Third Lien Revenues). Under no circumstances shall any amounts payable by the City under, or with respect to, any such agreement constitute an indebtedness of the City for which its full faith and credit is pledged. Nothing contained in this Section 2.7 shall limit or restrict the authority of the Mayor or the Authorized Officer to enter into similar agreements pursuant to prior or subsequent authorization of this City Council.

SECTION 2.8 Anticipatory Interest Rate Swap And Cap Agreements. (a) If determined by the Authorized Officer to be in the best financial interest of the City in the operation of the Airport, the Authorized Officer is authorized to execute and deliver from time to time in the name and on behalf of the City one or more agreements with counterparties selected by the Authorized Officer, the purpose of which is to limit, reduce or manage the City's interest rate exposure with respect to any Airport Obligations (including the 2006 Bonds) expected by the Authorized Officer to be issued prior to July 1, 2011, for the purpose of paying the cost of Airport Projects which (and the financing thereof) have been approved by a Majority-in-Interest of the Airline Parties under the Chicago-O'Hare International Airport Amended and Restated Airport Use Agreement and Terminal Facilities Lease, as amended, as of the date of the adoption of this Ordinance. The stated aggregate notional amount under all such agreements (net of offsetting transactions) at any one (1) time shall not exceed the aggregate principal amount of such Airport Obligations (as estimated by the Authorized Officer). For purposes of the immediately preceding sentence "offsetting transactions shall include any transaction which is intended to hedge, modify or otherwise affect any outstanding transaction or its economic results. The offsetting transaction need not be based on the same index or rate option as the related bonds or the transaction being offset. Examples of offsetting transactions include a floating-to-fixed rate interest rate swap

being offset by a fixed-to-floating rate interest rate swap, and a fixed-to-floating rate interest rate swap being offset by a floating-to-fixed interest rate swap or an interest rate cap or floor or a floating-to-floating interest rate swap.

(b) Any such agreement to the extent practicable shall be in substantially the form of either the Local Currency -- Single Jurisdiction version or the Multi-Currency -- Cross Border version of the 1992 I.S.D.A. Master Agreement accompanied by the United States Municipal Counterparty Schedule published by the International Swap Dealers Association, Inc. ("I.S.D.A.") or any successor form to either published by the I.S.D.A. and in appropriate confirmations of transactions governed by that agreement, with such insertions, completions and modifications thereof as shall be approved by the Authorized Officer, his or her execution to constitute conclusive evidence of this City Council's approval of such insertions, completions and modifications thereof. Should the I.S.D.A. form not be the appropriate form to accomplish the objectives of the City under this Section 2.8, then such other agreement as may be appropriate is hereby approved, the execution by the Mayor or the Authorized Officer being conclusive evidence of this City Council's approval of such other agreement and any and all insertions, completions and modifications thereof.

(c) The Mayor or the Authorized Officer is hereby authorized to pledge Revenues of the Airport to secure the obligations of the City under any or all of the agreements authorized in this Section 2.8 on a basis subordinate to the pledge of Third Lien Revenues under the Master Indenture in favor of Third Lien Obligations; provided that upon the issuance of the Airport Obligations relating to any such agreement, such agreement may become a Third Lien Obligation entitled to the pledge of Third Lien Revenues under the Master Indenture in favor of Third Lien Obligations, all as determined by the Mayor or the Authorized Officer. Such pledge may be set forth in the agreement itself or in such other document or instrument as may be determined by the Mayor or Authorized Officer, the execution and delivery thereof to constitute conclusive evidence of this City Council's approval of such document or instrument.

(d) Amounts payable by the City under each such agreement shall constitute limited obligations payable solely from Revenues of the Airport as described above. Under no circumstances shall any amounts payable by the City under, or with respect to, any such agreement constitute an indebtedness of the City for which its full faith and credit is pledged.

(e) Nothing contained in this Section 2.8 shall limit or restrict the authority of the Mayor or the Authorized Officer to enter into similar agreements pursuant to prior or subsequent authorization of this City Council.

SECTION 2.9 Approval Of Form Of Remarketing Agreement. The Mayor or the Authorized Officer is hereby authorized to execute and deliver a Remarketing Agreement relating to each series of 2006 Bonds in substantially the form

previously used for similar financings of the City with appropriate revisions in text as the Authorized Officer shall determine are necessary or desirable, and the City Clerk is hereby authorized to attest the same and to affix thereto the corporate seal of the City or a facsimile thereof. The execution and delivery of each such Remarketing Agreement shall constitute conclusive evidence of this City Council's approval of any and all of such changes and revisions.

SECTION 2.10 Appointment Of Remarketing Agent. The Mayor or the Authorized Officer is hereby delegated the authority to appoint a Remarketing Agent with respect to each series of 2006 Bonds, in the manner provided in the Master Indenture and the related Supplemental Indenture.

SECTION 2.11 Auction Rate Securities Documents.

(a) Authority is delegated to the Mayor and the Authorized Officer to authorize the issuance of 2006 Bonds as Auction Rate Securities and in connection therewith to approve and, if necessary, to execute and deliver for or on behalf of the City (i) a Broker-Dealer Agreement in substantially the form of the Broker-Dealer Agreement presented to this meeting and (ii) a Market Agent Agreement in substantially the form of the Market Agent Agreement presented to this meeting, which Broker-Dealer Agreement and Market Agent Agreement may contain such changes and revisions as shall be approved by the Mayor or the Authorized Officer.

(b) The City Clerk is hereby authorized to attest (if required) each such Broker-Dealer Agreement and Market Agent Agreement and to affix thereto (if required) the corporate seal of the City or a facsimile thereof.

(c) Authority is delegated to the Mayor and the Authorized Officer to direct the Master Trustee to enter into an Auction Agent Agreement with respect to Auction Rate Securities in substantially the form of the Auction Agent Agreement presented to this meeting, which Auction Agent Agreement may contain such changes and revisions as shall be approved by the Mayor or the Authorized Officer.

(d) The execution and delivery of each such Broker-Dealer Agreement and Market Agent Agreement and the direction to the Master Trustee to enter into each such Auction Agent Agreement shall constitute conclusive evidence of this City's Council's approval of any and all of such changes and revisions.

SECTION 2.12 Appointment Of Auction Rate Securities Parties. Authority is hereby delegated to the Mayor or the Authorized Officer to appoint each Auction Agent under each Auction Agent Agreement, each Broker-Dealer under each Broker-Dealer Agreement and each Market Agent under each Market Agent Agreement.

Article III.

Bond Sale And Related Matters.

SECTION 3.1 Sale Of 2006 Bonds.

(a) Subject to the limitations contained in this Ordinance, authority is hereby delegated to the Mayor or the Authorized Officer to sell the 2006 Bonds in one or more series from time to time to one or more underwriters selected by the Authorized Officer pursuant to one or more Contracts of Purchase with respect to the 2006 Bonds between the City and such underwriters; provided that the aggregate purchase price of each series of the 2006 Bonds shall not be less than ninety-eight percent (98%) of the principal amount thereof to be issued (less any original issue discount which may be used in the marketing thereof) plus accrued interest thereon from their date to the date of delivery thereof and payment thereof. In addition, a portion of the 2006 Bonds may be issued as bonds the interest on which will be includable in the gross income of the owners thereof for federal income tax purposes under the Code if determined by the Authorized Officer to be beneficial to the City in the operation of the Airport.

(b) The Mayor or the Authorized Officer, with the concurrence of the Chairman of the Committee on Finance of this City Council, is hereby authorized and directed to execute and deliver one or more Contracts of Purchase relating to the 2006 Bonds in substantially the form of the Contracts of Purchase used in connection with the previous sales of airport revenue bonds by the City, together with such changes thereto and modifications thereof as shall be approved by the Mayor or the Authorized Officer, as the case may be, subject to the limitations contained in this ordinance, the execution and delivery thereof to constitute conclusive evidence of this City Council's approval of such changes and modifications.

(c) To evidence the exercise of the authority delegated to the Mayor or the Authorized Officer by this ordinance, the Mayor or the Authorized Officer, as the case may be, is hereby directed to execute and file with the City Clerk in connection with the sale of 2006 Bonds a certificate setting forth the determinations made pursuant to the authority granted herein, which certificate shall constitute conclusive evidence of the proper exercise by them of such authority. Contemporaneously with the filing of such certificate, the Mayor or Authorized Officer shall also file with the City Clerk one copy of each Official Statement and executed Contract of Purchase in connection with the 2006 Bonds. Each filing shall be made as soon as practicable subsequent to the execution of the Contract of Purchase. The City Clerk shall direct copies of such filings to the City Council.

(d) The Authorized Officer is hereby authorized to cause to be prepared the form or forms of Preliminary Official Statement describing the 2006 Bonds. Each Preliminary Official Statement shall be in substantially the form of the Official Statements used in connection with previous sales of airport revenue bonds by the City, together with such changes thereto and modifications thereof as shall be approved by the Authorized Officer. The distribution of each Preliminary Official Statement to prospective purchasers and the use thereof by the underwriters in connection with the offering of the 2006 Bonds are hereby authorized and approved. The Mayor or the Authorized Officer is hereby authorized to permit the distribution of a final Official Statement, in substantially the form of each Preliminary Official Statement, with such changes, omissions, insertions and revisions thereto and completions thereof as the Mayor or the Authorized Officer shall deem advisable, and the Mayor or the Authorized Officer is authorized to execute and deliver each such final Official Statement to the underwriters in the name and on behalf of the City, the execution of such final official statement to constitute conclusive evidence of this City Council's approval of such changes and completions.

(e) If determined by the Authorized Officer to be in the best financial interest of the City in the operation of the Airport, the Authorized Officer is authorized to procure one or more municipal bond insurance policies covering all or a portion of the 2006 Bonds. In connection with the procurement of a municipal bond insurance policy, the Authorized Officer is hereby authorized to execute and deliver such agreements with the bond insurer that is obligated under the bond insurance policy as the Authorized Officer shall determine to be necessary or desirable. Such agreements may contain provisions for the reimbursement by the City of advances made under the policy, including the payment of interest on unpaid advances, the payment of the expenses of such bond insurer and provisions for the indemnification of such bond insurer.

(f) The Authorized Officer is hereby authorized to execute and deliver one or more Continuing Disclosure Undertakings (each a "Continuing Disclosure Undertaking") evidencing the City's agreement to comply with the requirements of Section (b)(5) of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934 in a form approved by the Corporation Counsel. Upon its execution and delivery on behalf of the City as herein provided, each Continuing Disclosure Undertaking will be binding on the City, and the officers, employees and agents of the City are hereby authorized to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of each Continuing Disclosure Undertaking as executed. The Authorized Officer is hereby further authorized to amend each Continuing Disclosure Undertaking in accordance with its terms from time to time following its execution and delivery as said Authorized Officer shall deem necessary. Notwithstanding any other provision of this ordinance, the sole remedies for any failure by the City to comply with any Continuing Disclosure Undertaking shall be the ability of the beneficial owner of

any 2006 Bond to seek mandamus or specific performance by court order to cause the City to comply with its obligations under such Continuing Disclosure Undertaking.

SECTION 3.2 Execution And Delivery Of 2006 Bonds. Pursuant to the Master Indenture, the Mayor shall execute the 2006 Bonds on behalf of the City, by manual or facsimile signature, and the corporate seal of the City or a facsimile thereof shall be affixed, imprinted, engraved or otherwise reproduced on the 2006 Bonds and they shall be attested by the manual or facsimile signature of the City Clerk. The 2006 Bonds shall, upon such execution on behalf of the City, be delivered to the Master Trustee for authentication and thereupon shall be authenticated by the Master Trustee and shall be delivered pursuant to written order of the City authorizing and directing the delivery of the 2006 Bonds to or upon the order of the underwriters pursuant to the applicable Contract of Purchase.

SECTION 3.3 Tax Directives. The City covenants to take any action required by the provisions of Section 148(f) of the Code in order to assure compliance with Section 412 of the Master Indenture. Nothing contained in this ordinance shall limit the ability of the City to issue a portion of the 2006 Bonds as bonds the interest on which will be includable in the gross income of the owners thereof for Federal income tax purposes under the Code if determined by the Authorized Officer to be in the financial interest of the City in its operation of the Airport.

SECTION 3.4 Redemption And Tender. The Mayor or the Authorized Officer is authorized to direct that the Outstanding Airport Obligations to be redeemed be called for redemption prior to maturity, to select the particular maturity or maturities of the Outstanding Airport Obligations to be redeemed and to select the redemption date or dates for the Outstanding Airport Obligations to be redeemed. The Mayor or the Authorized Officer is authorized to tender for Outstanding Airport Obligations by direct tender or by open market tender, at such tender prices and on such tender payment dates, as shall be determined by the Mayor or the Authorized Officer. To facilitate any tender for Outstanding Airport Obligations the City may engage the services of dealer managers and information agents and may pay their fees and expenses and all other costs of the tender for purchase program, including bond solicitation fees.

SECTION 3.5 Escrow Deposit Agreements. To provide for the payment and retirement of the Outstanding Airport Obligations, the Mayor or the Authorized Officer of the City is hereby authorized to execute and deliver for and on behalf of the City one or more Escrow Deposit Agreements in substantially the form of escrow deposit agreements previously used for such purpose by the City, together with such changes thereto and modifications thereof as shall be approved by the Mayor or the Authorized Officer, as the case may be, the execution and delivery thereof to constitute conclusive evidence of this City Council's approval of such changes and modifications.

SECTION 3.6 Public Approval. The actions of the Committee on Finance of the City Council of the City with respect to the publication of notice for and the holding of a public hearing in connection with the 2006 Bonds is hereby ratified and confirmed in all respects. The adoption of this ordinance shall constitute the public approval of the 2006 Bonds for purposes of Section 147(f) of the Internal Revenue Code of 1986.

SECTION 3.7 Performance Provisions. The Mayor, the Commissioner, the Authorized Officer and the City Clerk for and on behalf of the City shall be, and each of them hereby is, authorized and directed to do any and all things necessary to effect the performance of all obligations of the City under and pursuant to this ordinance, the Master Indenture and the performance of all other acts of whatever nature necessary to effect and carry out the authority conferred by this ordinance, the Master Indenture, including but not limited to, the exercise following the delivery date of any of the 2006 Bonds of any power or authority delegated to such official of the City under this ordinance with respect to the 2006 Bonds upon the initial issuance thereof, but subject to any limitations on or restrictions of such power or authority as herein set forth. The Mayor, the Commissioner, the Authorized Officer, the City Clerk and other officers, agents and employees of the City are hereby further authorized, empowered and directed for and on behalf of the City, to execute and deliver all papers, documents, certificates and other instruments that may be required to carry out the authority conferred by this ordinance, the Master Indenture or to evidence said authority.

SECTION 3.8 Proxies. The Mayor and the Authorized Officer may each designate another to act as their respective proxy and to affix their respective signatures to, in the case of the Mayor, each 2006 Bond, whether in temporary or definitive form, and to any other instrument, certificate or document required to be signed by the Mayor or the Authorized Officer pursuant to this ordinance, the Master Indenture. In each case, each shall send to the City Council written notice of the person so designated by each, such notice stating the name of the person so selected and identifying the instruments, certificates and documents which such person shall be authorized to sign as proxy for the Mayor and the Authorized Officer, respectively. A written signature of the Mayor or the Authorized Officer, respectively, executed by the person so designated underneath, shall be attached to each notice. Each notice, with signatures attached, shall be recorded in the *Journal of the Proceedings of the City Council of the City of Chicago* and filed with the City Clerk. When the signature of the Mayor is placed on an instrument, certificate or document at the direction of the Mayor in the specified manner, the same, in all respects, shall be as binding on the City as if signed by the Mayor in person. When the signature of the Authorized Officer is so affixed to an instrument, certificate or document at the direction of the Authorized Officer, the same, in all respects, shall be binding on the City as if signed by the Authorized Officer in person.

SECTION 3.9 Retirement Of Airport Obligations. Authority is hereby delegated to the Authorized Officer to undertake a plan for the retirement of certain debt service on Outstanding Airport Obligations and in connection therewith to determine all matters as may be necessary or desirable for the prepayment, purchase, redemption, defeasance, or other retirement before maturity, of Outstanding Airport Obligations, including but not limited to, the revision of retirement schedules, the revision of deposit requirements relating to the application of the revenues of the Airport and the filing with appropriate trustees and fiduciaries of instructions and directions regarding the retirement of Outstanding Airport Obligations.

Article IV.

Enactment.

SECTION 4.1 Severability. It is the intention of this City Council that, if any article, section, paragraph, clause or provision of this ordinance shall be ruled by any court of competent jurisdiction to be invalid, the invalidity of such article, section, paragraph, clause or provision shall not affect any of the remaining provisions hereof.

SECTION 4.2 Prior Inconsistent Ordinances. If any provision of this ordinance is in conflict with or inconsistent with any ordinances (except the General Airport Revenue Bond Ordinance) or resolutions or parts of ordinances or resolutions or the proceedings of the City in effect as of the date hereof, the provisions of this ordinance shall supersede any conflicting or inconsistent provision to the extent of such conflict or inconsistency. No provision of the Municipal Code of Chicago (the "Municipal Code") or violation of any provision of the Municipal Code shall be deemed to impair the validity of this ordinance or the instruments authorized by this ordinance, or to impair the security for or payment of the instruments authorized by this ordinance; provided, further, however, that the foregoing shall not be deemed to affect the availability of any other remedy or penalty for any violation of any provision of the Municipal Code. The agreements and instruments authorized by this ordinance shall not be deemed to be "city contracts" for purposes of Section 11-4-1600(e) of the Municipal Code.

SECTION 4.3 Effective Date. This ordinance shall be in full force and effect immediately upon its passage and approval.

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

Exhibit "A".
(To Ordinance)

*Chicago O'Hare International Airport
Capital Projects.*

Airfield (runways, taxiways, ramps and roads) and Associated Improvements.

Equipment (snow removal, security and safety vehicles).

Fueling (aircraft and commercial vehicle) and Associated Improvements.

Noise Mitigation (sound insulation, noise barriers, monitoring systems) and Associated Improvements.

Parcel Acquisition (land purchase, relocations, surveys and appraisals) and Associated Improvements.

Parking (elevated structures and surface lots) and Associated Improvements Program Administration.

Roadways (entrance, access, recirculation and service roads) and Associated Improvements.

Security (including, without limitation, federally mandated requirements) and Associated Improvements.

Studies (planning, environmental, noise and land-use).

Terminal (domestic and international) and Associated Improvements.

Utilities (mechanical, electrical, natural gas, heating, ventilating and air-conditioning) and Associated Improvements.

Wetlands Mitigation (including, without limitation, acquisition of credits).

*Exhibit "B".
(To Ordinance)*

Twenty-Second Supplemental Indenture

From

City Of Chicago

To

*LaSalle Bank National Association,
As Trustee*

Securing

*Chicago O'Hare International Airport
General Airport Third Lien Revenue [Refunding] Bonds,
Series 2006_*

Dated As Of _____ 1, 2006.

Supplementing a Master Indenture of Trust Securing Chicago O'Hare International Airport Third Lien Obligations dated as of March 1, 2002, as amended, between the City of Chicago and LaSalle Bank National Association, as Trustee.

THIS TWENTY-SECOND SUPPLEMENTAL INDENTURE, made and entered into as of _____ 1, 2006, from the CITY OF CHICAGO (the "City"), a municipal corporation and home rule unit of local government duly organized and existing under the

Constitution and laws of the State of Illinois, to LASALLE BANK NATIONAL ASSOCIATION (the "*Trustee*"), a national banking association duly organized, existing and authorized to accept and execute trusts of the character herein set out under and by virtue of the laws of the United States of America, with its principal corporate trust office located at 135 South LaSalle Street, Chicago, Illinois, as Trustee.

W I T N E S S E T H:

WHEREAS, the City is a home rule unit of local government, duly organized and existing under the laws of the State of Illinois, and in accordance with the provisions of Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois is authorized to own and operate commercial and general aviation facilities; and

WHEREAS, the City currently owns and operates an airport known as Chicago O'Hare International Airport; and

WHEREAS, the City has entered into a Master Indenture of Trust securing Chicago O'Hare International Airport Third Lien Obligations, dated as of March 1, 2002, with the Trustee (the "*Indenture*") which authorizes the issuance of Third Lien Obligations (as hereinafter defined) in one or more Series pursuant to one or more Supplemental Indentures and the incurrence by the City of Section 208 Obligations (as therein defined) and Section 209 Obligations (as therein defined); and

[**WHEREAS**, in order to provide funds for the financing of the payment, or the reimbursement for the payment, of the costs of one or more Airport Projects, as defined in the Indenture, including the 2006 Project (as hereinafter defined), the City has authorized the issuance and sale of \$_____,000 aggregate principal amount of Chicago O'Hare International Airport General Airport Third Lien Revenue Bonds, Series 2006__ (the "*Bonds*") pursuant to the Indenture and this Twenty-Second Supplemental Indenture; and]

[**WHEREAS**, in order to refund prior to maturity or pay at maturity certain Prior Airport Obligations (as hereinafter defined), the City has authorized the issuance and sale of \$_____,000 aggregate principal amount of Chicago O'Hare International Airport General Airport Third Lien Revenue Refunding Bonds, Series 2006__ (the "*Bonds*") pursuant to the Indenture and this Twenty-Second Supplemental Indenture; and]

WHEREAS, the Bonds and the Trustee's Certificate of Authentication to be endorsed on such Bonds, are to be in substantially the following form with necessary and appropriate variations, omissions and insertions as permitted or required by the Indenture or this Twenty-Second Supplemental Indenture, to wit:

[Form of Bond]

No. R- _____

\$ _____

**United States of America
State of Illinois
City of Chicago**

Chicago O'Hare International Airport

**General Airport Third Lien Revenue [Refunding] Bond,
Series 2006__**

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>DATED DATE</u>	<u>CUSIP</u>
_____ %	January 1, 20__	_____, 2006	_____

REGISTERED OWNER: Cede & Co.

PRINCIPAL AMOUNT:

CITY OF CHICAGO (the "*City*"), a municipal corporation and home rule unit of local government duly organized and existing under the laws of the State of Illinois, for value received, hereby promises to pay (but only out of the sources hereinafter provided) to the Registered Owner identified above, or registered assigns, on the maturity date specified above, unless this Bond shall have been called for redemption and payment of the redemption price shall have been duly made or provided for, upon presentation and surrender hereof, the principal sum specified above and to pay (but only out of the sources hereinafter provided) interest on the balance of said principal sum from time to time remaining unpaid from and including the date hereof or from and including the most recent Interest Payment Date (as defined in the hereinafter defined Indenture) with respect to which interest has been paid or duly provided for, until payment of said principal sum has been made or duly provided for, at the interest rate specified above, computed on the basis of a 360-day year consisting of twelve 30-day months, payable on _____ 1, 2007 and semiannually thereafter on each January 1 and July 1, and to pay interest on overdue principal and, to the extent permitted by law, on overdue premium, if any, and interest at the rate due on this Bond. Principal of, premium, if any, and interest on this Bond shall be payable in lawful money of the United States of America at the principal corporate trust office of LaSalle Bank National Association, Chicago, Illinois, as Trustee, or its successor in trust (the "*Trustee*"); *provided, however*, payment of the interest on any Interest Payment Date (as defined in the hereinafter defined Indenture) shall be (i) made to the registered owner hereof as of the close of business on the applicable Record Date (as defined in the hereinafter defined Indenture) with respect to such Interest Payment Date and shall be paid by check or draft mailed

to such registered owner hereof at his or her address as it appears on the registration books of the City maintained by the Trustee as Bond Registrar or at such other address as is furnished in writing by such registered owner to the Trustee as Bond Registrar or (ii) made by wire transfer to such registered owner as of the close of business on such Record Date upon written notice of such wire transfer address in the continental United States by such owner to the Bond Registrar given prior to such Record Date (which notice may provide that it will remain in effect until revoked), *provided* that each such wire transfer shall be made only with respect to an owner of \$1,000,000 or more in aggregate principal amount of the Bonds as of the close of business on the Record Date relating to such Interest Payment Date, except, in each case, that if and to the extent that there shall be a default in the payment of the interest due on such Interest Payment Date, such defaulted interest shall be paid to the registered owners as provided in the Indenture. So long as this Bond is restricted to being registered in the registration books of the City in the name of a Securities Depository (as defined in the Indenture), the provisions of the Indenture governing Book-Entry Bonds shall govern the payment of the principal of and interest on this Bond.

The Bonds are limited obligations of the City and shall not constitute an indebtedness of the City or a loan of credit thereof within the meaning of any constitutional or statutory limitation. Neither the faith and credit nor the taxing power of the City, the State of Illinois or any political subdivision thereof is pledged to the payment of the principal of the Bonds, or the interest or any premium thereon, or other costs incident thereto. The Bonds are payable solely from the revenues in the Indenture (as hereinafter defined) pledged to such payment, and no owner or owners of the Bonds shall ever have the right to compel any exercise of the taxing power of the City, the State of Illinois or any political subdivision thereof.

Reference is hereby made to the further provisions of this Bond set forth on the reverse hereof and such further provisions shall for all purposes have the same effect as if set forth at this place. All capitalized terms used in this Bond shall have the meanings assigned in the Indenture unless otherwise defined herein.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts and conditions required to be performed precedent to and in the execution and delivery of the Indenture and the issuance of this Bond have been performed in due time, form and manner as required by law, and that the issuance of this Bond and the series of which it forms a part does not exceed or violate any constitutional or statutory limitation.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture unless and until the certificate of authentication hereon shall have been duly executed by the Trustee.

IN WITNESS WHEREOF, the City of Chicago has caused this Bond to be executed in its name by the manual or facsimile signature of its Mayor and the manual or facsimile of its corporate seal to be printed hereon and attested by the manual or facsimile signature of its City Clerk.

Dated: _____

CITY OF CHICAGO

By: _____
Mayor

[SEAL]

Attest:

By _____
City Clerk

[DTC LEGEND]

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede Co., has an interest herein.

[FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION]

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

**LASALLE BANK NATIONAL
ASSOCIATION, as Trustee**

By: _____
Authorized Signatory

[FORM OF REVERSE OF BOND]

This Bond is one of an authorized issue of bonds limited in aggregate principal amount to \$_____,000 (the "*Bonds*") issued pursuant to, under authority of and in full compliance with the Constitution and laws of the State of Illinois, particularly Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois and an ordinance of the City Council of the City, and executed under a Master Indenture of Trust securing Chicago O'Hare International Airport Third Lien Obligations dated as of March 1, 2002, from the City to LaSalle Bank National Association, in the City of Chicago, Illinois (the "*Trustee*"), as heretofore supplemented and amended and as supplemented by a Twenty-Second Supplemental Indenture securing Chicago O'Hare International Airport General Airport Third Lien Revenue [Refunding] Bonds, Series 2006__, dated _____ 1, 200__, from the City to the Trustee (collectively, the "*Indenture*"), for the purpose of (i) refunding prior to maturity certain outstanding Prior Airport Obligations (as defined in the Indenture), [(i) paying the costs of certain projects for Chicago O'Hare International Airport which constitute Airport Projects under the Indenture, including the funding of capitalized interest accounts relating to the Airport Projects], (ii) funding a portion of the Reserve Requirement (as defined in the Indenture) applicable to the Bonds, and (iii) paying costs and expenses incidental thereto and to the issuance of the Bonds.

The Bonds and the interest thereon are payable from Third Lien Revenues (as defined in the Indenture) pledged to the payment thereof under the Indenture and certain other moneys held by or on behalf of the Trustee.

Copies of the Indenture are on file at the principal corporate trust office of the Trustee, and reference to the Indenture and any and all supplements thereto and modifications and amendments thereof is made for a description of the pledge and covenants securing the Bonds, the nature, extent and manner of enforcement of such pledge, the rights and remedies of the registered owners of the Bonds, and the limitations on such rights and remedies.

This Bond is transferable by the registered owner hereof in person or by his or her attorney duly authorized in writing at the principal corporate trust office of the Bond Registrar but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture, and upon surrender and cancellation of this Bond. Upon such transfer a new registered Bond or Bonds, of authorized denomination or denominations, for the same aggregate principal amount will be issued to the transferee in exchange herefor.

The Bonds are issuable only as fully registered Bonds in the authorized denominations described in the Indenture.

Bonds may be transferred on the books of registration kept by the Bond Registrar or the owner in person or by his or her duly authorized attorney, upon surrender thereof, together with a written instrument of transfer executed by the owner or his or her duly authorized attorney. Upon surrender for registration of transfer of any Bond with all partial redemptions endorsed thereon at the principal office of the Bond Registrar, the City shall execute and the Trustee shall authenticate and deliver in the name of the transferee or transferees a new Bond or Bonds of the same maturity, series and interest rate, aggregate principal amount and tenor and of

any authorized denomination or denominations and bearing numbers not contemporaneously outstanding under the Indenture.

Bonds may be exchanged at the principal office of the Bond Registrar for an equal aggregate principal amount of Bonds in the appropriate form and in the same maturity, series and interest rate, aggregate principal amount and tenor and of any authorized denomination or denominations. The City shall execute and the Trustee shall authenticate and deliver Bonds which the Bondholder making the exchange is entitled to receive.

Such registration of transfer or exchange of Bonds shall be without charge to the owners of such Bonds, but any taxes or other governmental charges required to be paid with respect to the same shall be paid by the owners of the Bond requesting such transfer or exchange as a condition precedent to the exercise of such privilege.

The Bond Registrar shall not be required to register for transfer or exchange any undelivered Bond or Bonds after the giving of notice calling such Bond for redemption or partial redemption has been made.

The person in whose name any Bond is registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of principal, premium, if any, or interest shall be made only to or upon the order of the registered owner thereof or his duly authorized attorney, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

The Bonds maturing on January 1, 20__ are subject to mandatory redemption, in part by lot as provided in the Indenture from mandatory Sinking Fund Payments, on January 1 in each of the years and in the respective principal amounts set forth below, at a redemption price equal to the principal amount thereof to be redeemed:

<u>Year</u>	<u>Principal Amount</u>
20__	\$,000
20__	,000
20__	,000
20__ (maturity)	,000

If the City redeems Bonds pursuant to optional redemption or purchases Bonds subject to mandatory redemption and cancels the same, then an amount equal to the principal amount of Bonds of such maturity so redeemed or purchased shall be deducted from the mandatory redemption requirements as provided for such Bonds of such maturity in such order as the City shall determine.

The Bonds maturing on or after January 1, 20__ are subject to redemption otherwise than from mandatory Sinking Fund Payments, at the option of the City, on or after January 1, 20__, as a whole or in part at any time, and if in part, in such order of maturity as the

City shall determine and within any maturity by lot, at a redemption price equal to the principal amount of each Bond to be redeemed, plus accrued interest to the date of the redemption.

Notice of any such redemption must be given by the Trustee by first-class mail (or registered mail in the case of registered owners of at least \$1,000,000 of Bonds) not less than 30 or more than 60 days prior thereto to the registered owners of the Bonds. Failure to mail any such notice to the registered owner of any Bond or any defect therein shall not affect the validity of the proceedings for such redemption of Bonds.

This Bond and all other Bonds of the series of which it forms a part are issued pursuant to and in full compliance with the Constitution and laws of the State of Illinois, particularly Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, and pursuant to an ordinance adopted by the City Council of the City, which ordinance authorizes the execution and delivery of the Indenture. This Bond and the series of which it forms a part are limited obligations of the City payable solely from the amounts pledged therefor under the Indenture.

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

The owner of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Indenture.

The Indenture prescribes the manner in which it may be discharged and after which the Bonds shall no longer be secured by or entitled to the benefits of the Indenture, except as provided in the Indenture and for the purposes of registration and exchange of Bonds and of such payment, including a provision that the Bonds shall be deemed to be paid if Federal Obligations, as defined therein, maturing as to principal and interest in such amounts and at such times as to insure the availability of sufficient moneys to pay the principal of, premium, if any, and interest on the Bonds and all necessary and proper fees, compensation and expenses of the Trustee shall have been deposited with the Trustee.

Modifications or alterations of the Indenture, or of any supplements thereto, may be made only to the extent and in the circumstances permitted by the Indenture.

[FORM OF ASSIGNMENT]

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

TEN COM	—	as tenants in common	UNIF GIFT MIN ACT-
TEN ENT	—	as tenants by the entireties	_____ Custodian _____
JT TEN	—	as joint tenants with right of survivorship and not as tenants in common	(Cust) _____ (Minor) _____ under Uniform Gifts to Minors Act _____ (State)

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

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

the within Bond of the City of Chicago and does hereby irrevocably constitute and appoint _____ to transfer said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Signature: _____

Signature Guaranteed: _____

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

NOW, THEREFORE, THIS TWENTY-SECOND SUPPLEMENTAL INDENTURE WITNESSETH:

GRANTING CLAUSES

That the City, in consideration of the premises and the acceptance by the Trustee of the trusts hereby created and of the purchase and acceptance of the Bonds by the Registered

Owners thereof, and of the sum of one dollar, lawful money of the United States of America, to it duly paid by the Trustee at or before the execution and delivery of these presents, and for other good and valuable consideration, the receipt of which is hereby acknowledged, in order to secure the payment of the principal of, premium, if any, and interest on the Bonds according to their tenor and effect, to secure the performance and observance by the City of all the covenants expressed or implied herein and in the Bonds, does hereby assign and grant a security interest in and to the following to the Trustee, and its successors in trust and assigns forever, for the securing of the performance of the obligations of the City hereinafter set forth (the "*Trust Estate*"):

GRANTING CLAUSE FIRST

All right, title and interest of the City in and to Junior Lien Revenues and Third Lien Revenues (as those terms are defined in the Indenture), to the extent pledged and assigned in the granting clauses of the Indenture.

GRANTING CLAUSE SECOND

All moneys and securities from time to time held by the Trustee under the terms of this Twenty-Second Supplemental Indenture, except for moneys deposited with or paid to the Trustee and held in trust hereunder for the redemption of Bonds, notice of the redemption of which has been duly given.

GRANTING CLAUSE THIRD

All moneys and securities from time to time held by the Trustee in the Common Debt Service Reserve Account on a parity with the security interest in said Account granted or to be granted to the present and future owners of Common Reserve Bonds (as defined herein).

GRANTING CLAUSE FOURTH

Any and all other property, rights and interests of every kind and nature from time to time hereafter by delivery or by writing of any kind granted, bargained, sold, alienated, demised, released, conveyed, assigned, transferred, mortgaged, pledged, hypothecated or otherwise subjected hereto, as and for additional security hereunder by the City or by any other person on its behalf or with its written consent to the Trustee, and the Trustee is hereby authorized to receive any and all property thereof at any and all times and to hold and apply the same subject to the terms hereof.

TO HAVE AND TO HOLD all and singular the Trust Estate, whether now owned or hereafter acquired, unto the Trustee and its successors in said trust and assigns forever;

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth for the equal and proportionate benefit, security and protection of all present and future owners of the Bonds, without privilege, priority or distinction as to the lien or otherwise of any of the foregoing over any other of the foregoing except to the extent herein or in the Indenture otherwise specifically provided;

PROVIDED, HOWEVER, that if the City, its successors or assigns shall well and truly pay, or cause to be paid, the principal of, premium, if any, and interest on the Bonds due or to become due thereon, at the times and in the manner set forth therein according to the true intent and meaning thereof, and shall cause the payments to be made on the Bonds as required under Article VI hereof, or shall provide, as permitted hereby, for the payment thereof and shall well and truly cause to be kept, performed and observed all of its covenants and conditions pursuant to the terms of the Indenture and this Twenty-Second Supplemental Indenture and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof, then upon the final payment thereof this Twenty-Second Supplemental Indenture and the rights hereby granted shall cease, determine and be void; otherwise this Twenty-Second Supplemental Indenture shall remain in full force and effect.

THIS TWENTY-SECOND SUPPLEMENTAL INDENTURE FURTHER WITNESSETH, and it is expressly declared, that all Bonds issued and secured hereunder are to be issued, authenticated and delivered and all said property, rights and interests and any other amounts hereby assigned and pledged are to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as herein expressed, and the City has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective owners of the Bonds, as follows:

ARTICLE I

Definitions

All capitalized terms used herein unless otherwise defined shall have the same meaning as used in Article I of the Indenture. In addition, the following words and phrases shall have the following meanings for purposes of this Twenty-Second Supplemental Indenture:

“Authorized Denomination” means the principal amount of \$5,000 or any integral multiple thereof.

“Bond Registrar” means the person designated to serve as Bond Registrar pursuant to Section 2.09.

“Bondholder” or *“holder”* or *“owner of the Bonds”* or *“registered owner”* means the Registered Owner of any Bond.

“Bonds” means the Chicago O’Hare International Airport General Airport Third Lien Revenue [Refunding] Bonds, Series 2006 __, authorized to be issued pursuant to Article II.

“*Business Day*” means a day on which banks located in the city in which the principal corporate trust office of the Trustee is located are not required or authorized to remain closed, and are not in fact closed and on which the New York Stock Exchange is not closed.

“*Capitalized Interest Account*” means the account of that name established in the 2006__ Dedicated Sub-Fund as described in Section 4.02.

“*City*” means the City of Chicago, a municipal corporation and home rule unit of local government, organized and existing under the Constitution and laws of the State.

“*Common Debt Service Reserve Account*” means the account of that name established by Section 4.02 of the Second Supplemental Indenture.

“*Common Reserve Bonds*” means the Bonds and any other Series of Third Lien Obligations issued under the Indenture entitled to the benefit of the Common Debt Service Reserve Account pursuant to Section 4.10(c) of the Second Supplemental Indenture.

“*Costs of Issuance Account*” means the account of that name established in the 2006__ Dedicated Sub-Fund as described in Section 4.02.

“*Date of Issuance*” means _____, 2006, the date of original issuance and delivery of the Bonds hereunder.

[“*Debt Service Reserve Account*” means the account of that name in the 2006__ Dedicated Sub-Fund as described in Section 4.02.]

“*DTC*” means Depository Trust Company, and its successors and assigns.

“*Indenture*” means the Master Indenture of Trust securing Chicago O’Hare International Airport General Airport Third Lien Obligations, dated as of March 1, 2002, from the City to the Trustee, pursuant to which Third Lien Obligations are authorized to be issued, and any amendments and supplements thereto, including this Twenty-Second Supplemental Indenture. References to Articles and Sections of the Indenture shall be deemed to refer to Articles and Sections of the Indenture as originally executed.

“*Insurer*” means _____, or any successor thereto or assignee thereof.

“*Interest Payment Date*” means January 1 and July 1 of each year, commencing _____ 1, 2007.

“*Moody’s*” means Moody’s Investors Service, Inc., a corporation organized and existing under the laws of the State of Delaware, its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “Moody’s” shall be deemed to refer to any other nationally recognized securities rating agency designated by the City by notice to the Trustee.

“*Ordinance*” means the ordinance duly adopted and approved by the City Council of the City on _____, 2006, which authorizes the issuance and sale of the Bonds and the execution of this Twenty-Second Supplemental Indenture.

“*Participant*,” when used with respect to any Securities Depository, means any participant of such Securities Depository.

“*Policy*” means the _____ Insurance Policy issued by the Insurer with respect to the Bonds.

“*Principal and Interest Account*” means the account of that name established in the 2006__ Dedicated Sub-Fund as described in Section 4.02.

“*Prior Airport Obligations*” means \$_____,000 outstanding aggregate principal amount of the City of Chicago, Chicago-O’Hare International Airport General Airport Second Lien Revenue [Refunding] Bonds, _____, consisting of bonds of said series maturing on January 1 of the following years and in the following principal amounts:

<u>Year</u>	<u>Principal Amount</u>
20__	\$ _____,000
20__	_____,000
20__	_____,000
20__ (maturity)	_____,000

“*Program Fee Account*” means the account of that name established in the 2006__ Dedicated Sub-Fund as described in Section 4.02.

“*Qualified Credit Provider*” means the issuer of a Qualified Reserve Account Credit Instrument, if any.

“*Qualified Reserve Account Credit Instrument*” means a letter of credit, surety bond or non-cancellable insurance policy issued by a domestic or foreign bank, insurance company or other financial institution whose debt obligations on the date of issuance thereof are rated in the highest rating category by S&P and Moody’s and, if rated by A.M. Best & Company, is rated in the highest rating category by A.M. Best & Company. Any such letter of credit, surety bond or insurance policy shall be issued in the name of the Trustee and shall contain no restrictions on the ability of the Trustee to receive payment thereunder other than a certification of the Trustee that the funds drawn thereunder are to be used for purposes for which moneys in the [Common] Debt Service Reserve Account may be used under the [Second] Supplemental Indenture.

“*Record Date*” means June 15 and December 15 of each year.

“*Registered Owner*” means the person or persons in whose name or names a Bond shall be registered on the books of the City kept for that purpose in accordance with provisions hereof.

“Reserve Requirement” means the maximum amount of principal of and interest payable on the Common Reserve Bonds in the current or any succeeding Bond Year, *provided however*, that if upon the issuance of a series of Common Reserve Bonds such amount would require that moneys be paid into the Common Debt Service Reserve Account from the proceeds of such Common Reserve Bonds in an amount in excess of the maximum amount permitted under the Code, the Reserve Requirement shall be the sum of (a) the Reserve Requirement immediately preceding the issuance of such Common Reserve Bonds and (b) the maximum amount permitted under the Code to be deposited from the proceeds of such Common Reserve Bonds, as certified by the Chief Financial Officer of the City.

[***“Reserve Requirement”*** means, as of the date of computation, an amount equal to the lesser of (a) ten percent (10%) of the original principal amount of the Bonds and (b) the maximum amount of principal of and interest on the Bonds payable in the current or any future Bond Year.]

“Second Supplemental Indenture” means the Second Supplemental Indenture securing Chicago O’Hare International Airport General Airport Third Lien Revenue Refunding Bonds, Series 2003A, dated August 1, 2003, from the City to the Trustee supplementing the Indenture and pursuant to which the Common Debt Service Reserve Account is created and held.

“Securities Depository” means DTC and any other securities depository registered as a clearing agency with the Securities and Exchange Commission pursuant to Section 17A of the Securities Exchange Act of 1934, as amended, and appointed as the securities depository for the Bonds.

“S&P” means Standard & Poor’s Corporation, a corporation organized and existing under the laws of the State of New York, its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “S&P” shall be deemed to refer to any other nationally recognized securities rating agency designated by the City by notice to the Trustee.

“State” means the State of Illinois.

“Tax Certificates” means the Tax Compliance Certificate and the General Tax Certificate of the City with respect to the Bonds, each dated the date of issuance of the Bonds.

“Trust Estate” means the property conveyed to the Trustee pursuant to the Granting Clauses hereof.

“Trustee” means LaSalle Bank National Association, a national banking association organized and existing under the laws of the United States of America, and its successors and any entity resulting from or surviving any consolidation or merger to which it or its successors may be a party, and any successor Trustee at the time serving as successor trustee hereunder.

“Twenty-Second Supplemental Indenture” means this Twenty-Second Supplemental Indenture and any amendments and supplements hereto.

“2006__ *Airport Projects*” means the Airport Projects being financed with the proceeds of the Bonds as described in the Tax Certificates and consisting of the provision of additional capitalized interest for the payment of interest on Outstanding Third Lien Obligations.

“2006__ *Dedicated Sub-Fund*” means the fund of that name established and described in Section 4.02.

ARTICLE II

The Bonds

Section 2.01. Authorized Amount of Bonds. No Bonds may be issued under the provisions of this Twenty-Second Supplemental Indenture except in accordance with this Article. [The Bonds are being issued to provide funds to pay and retire the Prior Airport Obligations, to fund a portion of the Reserve Requirement and to pay costs of issuance of the Bonds.] [The Bonds are being issued to provide funds to pay, or to reimburse the City for payment of, 2006__ Airport Projects, to fund a portion of the Reserve Requirement, to fund a capitalized interest account and to pay costs of issuance of the Bonds.] Except as provided in Section 2.08 hereof, the total original principal amount of Bonds that may be issued hereunder is hereby expressly limited to \$_____,000.

Section 2.02. Issuance of Bonds; Denominations; Numbers. The Bonds shall be issued in the aggregate principal amount of \$_____,000 and shall be designated “City of Chicago, Chicago O’Hare International Airport General Airport Third Lien Revenue [Refunding] Bonds, Series 2006__.”

The Bonds shall be issued as registered bonds without coupons. The Bonds shall be issued only in Authorized Denominations. The Bonds shall be numbered consecutively from 1 upward bearing numbers not then contemporaneously outstanding (in order of issuance) according to the records of the Bond Registrar.

The Bonds shall be dated as of the Interest Payment Date next preceding their date of authentication, unless such date of authentication is an Interest Payment Date, in which case the Bonds shall be dated as of such Interest Payment Date, or unless such Bonds are authenticated prior to the first Interest Payment Date, in which event the Bonds shall be dated as of the Date of Issuance.

The Bonds shall mature on January 1 of each of the following years and bear interest at the following interest rates per annum:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
20__	\$,000	%
20__	,000	
20__	,000	
20__	,000	
20__	,000	
20__	,000	
20__	,000	
20__	,000	
20__	,000	
20__	,000	
20__	,000	

Interest on the Bonds shall be payable on January 1 and July 1 of each year, commencing _____ 1, 200__. The Bonds shall bear interest from the date thereof or from and including the most recent Interest Payment Date with respect to which interest has been paid or duly provided for. Interest on the Bonds shall be calculated on the basis of a 360-day year consisting of twelve 30-day months.

Section 2.03. Payments on the Bonds. Interest on the Bonds shall be payable on each applicable Interest Payment Date. The Bonds shall bear interest from the date thereof or from and including the most recent Interest Payment Date with respect to which interest has been paid or duly provided for. The principal of, premium, if any, and the interest on the Bonds shall be payable in lawful money of the United States of America. Except as provided in Section 2.10 hereof, the principal of and redemption premium, if any, on all Bonds shall be payable at the principal corporate trust office of the Trustee upon the presentation and surrender of the Bonds as the same become due and payable. Except as provided in Sections 2.09 and 2.10 hereof, the interest on the Bonds shall be paid by check drawn upon the Trustee and mailed to the persons in whose names the Bonds are registered at his or her address as it appears on the registration books maintained by the Bond Registrar at the close of business on the Record Date next preceding each Interest Payment Date or at such other address as is furnished in writing by such Registered Owner to the Bond Registrar. Interest on the Bonds shall be paid by wire transfer to any Registered Owner who at the close of business on such Record Date has given written notice of its wire transfer address in the continental United States to the Bond Registrar prior to such Record Date (which notice may provide that it will remain in effect until revoked), *provided* that each such wire transfer shall be made only with respect to a Registered Owner of \$1,000,000 or more in aggregate original principal amount of the Bonds as of the close of business on such Record Date.

Section 2.04. Execution; Limited Obligations. The Bonds shall be executed on behalf of the City with the official manual or facsimile signature of the Mayor of the City and attested with the official manual or facsimile signature of its City Clerk, and shall have affixed, impressed, imprinted or otherwise reproduced thereon the corporate seal of the City or a facsimile thereof. The Bonds are issued pursuant to and in full compliance with the Constitution and laws of the State of Illinois, and pursuant to an ordinance duly adopted by the City Council of the City, which ordinance authorizes the execution and delivery of this Twenty-Second Supplemental Indenture. The Bonds are not general obligations of the City but limited

obligations payable solely from the Third Lien Revenues (except to the extent paid out of moneys attributable to the proceeds derived from the sale of the Bonds or to income from the temporary investment thereof) and shall be a valid claim of the respective Registered Owners thereof only against the 2006__ Dedicated Sub-Fund, the Common Debt Service Reserve Account on a parity with other Common Reserve Bonds, and other moneys held by the Trustee or otherwise pledged therefor, which amounts are hereby pledged, assigned and otherwise held as security for the equal and ratable payment of the Bonds and shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Bonds, except as may be otherwise expressly authorized in the Indenture or in this Twenty-Second Supplemental Indenture. The Bonds shall not constitute an indebtedness of the City or a loan of credit thereof within the meaning of any constitutional or statutory limitation, and neither the faith and credit nor the taxing power of the City, the State or any political subdivision thereof is pledged to the payment of the principal of, premium, if any, or interest on the Bonds or other costs incident thereto. In case any officer whose signature or a facsimile of whose signature shall appear on the Bonds shall cease to be such officer before the delivery of such Bonds, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, as if he or she had remained in office until delivery.

Section 2.05. Authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Twenty-Second Supplemental Indenture unless and until such certificate of authentication in substantially the form hereinabove set forth shall have been duly executed by the Trustee, and such executed certificate of the Trustee upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Twenty-Second Supplemental Indenture. The Trustee's certificate of authentication on any Bond shall be deemed to have been executed by it if (a) signed by an authorized signatory of the Trustee, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder, and (b) the date of authentication on the Bond is inserted in the place provided therefor on the certificate of authentication.

Section 2.06. Form of Bonds; Temporary Bonds. The Bonds issued under this Twenty-Second Supplemental Indenture shall be substantially in the form hereinbefore set forth, with such appropriate variations, omissions and insertions as are permitted or required by this Twenty-Second Supplemental Indenture.

Pending preparation of definitive Bonds, or by agreement with the purchasers of the Bonds, the City may issue and, upon its request, the Trustee shall authenticate, in lieu of definitive Bonds, one or more temporary printed or typewritten Bonds in Authorized Denominations and of substantially the tenor recited above. Upon request of the City, the Trustee shall authenticate definitive Bonds in exchange for and upon surrender of any equal principal amount of temporary Bonds. Until so exchanged, temporary Bonds shall have the same rights, remedies and security hereunder as definitive Bonds.

Section 2.07. Delivery of Bonds. Upon the execution and delivery of this Twenty-Second Supplemental Indenture, the City shall execute and deliver to the Trustee, and the Trustee shall authenticate, the Bonds and deliver them to the purchasers as may be directed by the City as hereinafter in this Section 2.07 provided.

Prior to the delivery by the Trustee of any of the Bonds there shall be filed with the Trustee:

- (a) A copy, duly certified by the City Clerk of the City, of the Ordinance;
- (b) A copy, duly certified by the City Clerk of the City, of the General Airport Revenue Bond Ordinance;
- (c) A copy, duly certified by the City Clerk of the City, of the Second Lien Indenture;
- (d) A copy, duly certified by the City Clerk of the City, of the Indenture;
- (e) Original executed counterpart of this Twenty-Second Supplemental Indenture;
- (f) A Counsel's Opinion to the effect that (i) the Indenture and this Twenty-Second Supplemental Indenture have been duly and lawfully authorized by all necessary action on the part of the City, have been duly and lawfully executed by authorized officers of the City, are in full force and effect and are valid and binding upon the City and enforceable in accordance with their terms (except as limited by any applicable bankruptcy, liquidation, reorganization, insolvency or other similar laws or by general principles of equity if equitable remedies are sought); (ii) the Indenture and this Twenty-Second Supplemental Indenture create the valid pledge of Third Lien Revenues, moneys and securities which they purport to create; and (iii) upon their execution, authentication and delivery, the Bonds will have been duly and validly authorized and issued in accordance with the Constitution and laws of the State of Illinois, the Indenture and this Twenty-Second Supplemental Indenture;
- (g) A written order as to the delivery of the Bonds, executed by an Authorized Officer stating (i) the identity of the purchasers, aggregate purchase price and date and place of delivery of the Bonds and (ii) that no Event of Default has occurred and is continuing under the Indenture or this Twenty-Second Supplemental Indenture;
- (h) The Certificate of the City required by Section 206(e) of the Indenture;
and
- [(i) Either the Certificate required by Section 206(f) of the Indenture or the Certificate of the City required by Section 207(b) of the Indenture.]
- [(j) A Certificate of an Independent Airport Consultant or a Certificate of the City complying with Section 206(f) of the Indenture.]

Section 2.08. Mutilated, Lost, Stolen or Destroyed Bonds. If any Bond is mutilated, lost, stolen or destroyed, the City may execute and the Trustee may authenticate a new Bond of like date, maturity, interest rate and denomination as the Bond mutilated, lost, stolen or destroyed, *provided* that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed Bond, there shall be

first furnished to the City and the Trustee evidence of such loss, theft or destruction satisfactory to the City and the Trustee, together with indemnity satisfactory to them. In the event any such Bond shall have matured, instead of issuing a substitute Bond the City may pay the same without surrender thereof. The City and the Trustee may charge the Registered Owner of such Bond with their reasonable fees and expenses in this connection. All Bonds so surrendered to the Trustee shall be cancelled and destroyed, and evidence of such destruction shall be given to the City. Upon the date of final maturity or redemption of all of the Bonds, the Trustee shall destroy any inventory of unissued certificates.

Section 2.09. Registration and Exchange of Bonds; Persons Treated as Owners. The City shall cause books for the registration and for the transfer of the Bonds as provided in this Twenty-Second Supplemental Indenture to be kept by the Trustee as the Bond Registrar of the City. Upon surrender for transfer of any Bond at the principal office of the Bond Registrar, duly endorsed for transfer or accompanied by an assignment duly executed by the Registered Owner or his or her attorney duly authorized in writing, the City shall execute and the Bond Registrar shall authenticate and deliver in the name of the transferee or transferees a fully registered Bond for a like aggregate principal amount.

Bonds may be exchanged at the principal office of the Bond Registrar for a like aggregate principal amount of fully registered Bonds of the same maturity of other authorized denominations. The City shall execute and the Bond Registrar shall authenticate and deliver Bonds which the Bondowners making the exchange are entitled to receive, bearing numbers not contemporaneously then outstanding. The execution by the City of any Bond of any denomination shall constitute full and due authorization of such denomination and the Bond Registrar shall thereby be authorized to authenticate and deliver such Bond.

The Bond Registrar shall not be required to register for transfer or exchange any undelivered Bond or any Bond after the giving of notice calling such Bond for redemption or partial redemption.

The person in whose name any fully registered Bond is registered at the close of business on any Record Date with respect to any Interest Payment Date shall be entitled to receive the interest payable on such Interest Payment Date notwithstanding the cancellation of such registered Bond upon any transfer or exchange thereof subsequent to the Record Date and prior to such Interest Payment Date, except if and to the extent there shall be a default in the payment of the interest due on such Interest Payment Date, in which case such defaulted interest shall be paid to the person in whose name such Bond is registered either at the close of business on the day preceding the date of payment of such defaulted interest or on a subsequent Record Date for such payment if one shall have been established as hereinafter provided. A subsequent Record Date may be established by or on behalf of the City by notice mailed to the Registered Owners of Bonds not less than 10 days preceding such Record Date, which Record Date shall be not more than 30 days prior to the subsequent interest payment date.

Except as provided in the Indenture, as to any Bond the person in whose name the same shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of principal, premium, if any, or interest on any Bond shall be made only to or upon the written order of the Registered Owner thereof or his legal representative. All such

payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

In each case the Bond Registrar shall require the payment by the Bondowner requesting exchange or transfer of any tax or other governmental charge required to be paid with respect to such exchange or transfer, but otherwise no charge shall be made to the Bondowner for such exchange or transfer.

Section 2.10. Book-Entry Provisions. The provisions of this Section shall apply so long as the Bonds are maintained in book-entry form with DTC or another Securities Depository, any provisions of this Twenty-Second Supplemental Indenture to the contrary notwithstanding.

(a) *Payments.* The Bonds shall be payable to the Securities Depository, or its nominee, as the Registered Owner of the Bonds, in next day funds on each date on which the principal of, premium, if any, and interest on the Bonds is due as set forth in this Twenty-Second Supplemental Indenture and in the Bonds. Such payments shall be made to the offices of the Securities Depository specified by the Securities Depository to the City and the Trustee in writing. Without notice to or the consent of the beneficial owners of the Bonds, the City and the Securities Depository may agree in writing to make payments of principal and interest in a manner different from that set forth herein. If such different manner of payment is agreed upon, the City shall give the Trustee notice thereof, and the Trustee shall make payments with respect to the Bonds in the manner specified in such notice as set forth herein. Neither the City nor the Trustee shall have any obligation with respect to the transfer or crediting of the principal of, premium, if any, and interest on the Bonds to Participants or the beneficial owners of the Bonds or their nominees.

(b) *Replacement of the Securities Depository.* If the City receives notice that the Securities Depository has received notice from its Participants having interests in at least 50% in principal amount of the Bonds that the Securities Depository or its successor is incapable of discharging its responsibilities as a securities depository or that it is in the best interests of the beneficial owners that they obtain certificated Bonds, the City shall cause the Trustee to authenticate and deliver Bond certificates. The City shall have no obligation to make any investigation to determine the occurrence of any events that would permit the City to make any determination described in this paragraph.

(c) *Discontinuance of Book-Entry or Change of Securities Depository.* If, following a determination or event specified in paragraph (b) above, the City discontinues the maintenance of the Bonds in book-entry form with the then current Securities Depository, the City will issue replacement Bonds to the replacement Securities Depository, if any, or, if no replacement Securities Depository is selected for the Bonds, directly to the Participants as shown on the records of the former Securities Depository or, to the extent requested by any Participant, to the beneficial owners of the Bonds shown on the records of such Participant. Replacement Bonds shall be in fully registered form and in Authorized Denominations, be payable as to interest on the Interest Payment Date of the Bonds by check or draft mailed to each Registered Owner at the address of such Registered Owner as it appears on the bond registration books maintained by the City for such purpose at the principal corporate trust office of the Trustee or at

the option of any Registered Owner of not less than \$1,000,000 original principal amount of Bonds, by wire transfer to any address in the continental United States of America on such Interest Payment Date to such Registered Owner as of such Record Date, if such Registered Owner provides the Trustee with written notice of such wire transfer address not later than the Record Date (which notice may provide that it will remain in effect with respect to subsequent Interest Payment Dates unless and until changed or revoked by subsequent notice). Principal and redemption premium, if any, on the replacement Bonds are payable only upon presentation and surrender of such replacement Bond or Bonds at the principal corporate trust office of the Trustee.

(d) *Effect of Book-Entry System.* The Securities Depository and its Participants and the beneficial owners of the Bonds, by their acceptance of the Bonds, agree that the City and the Trustee shall not have liability for the failure of such Securities Depository to perform its obligations to the Participants and the beneficial owners of the Bonds, nor shall the City or the Trustee be liable for the failure of any Participant or other nominee of the beneficial owners to perform any obligation of the Participant to a beneficial owner of the Bonds.

ARTICLE III

Redemption of Bonds Before Maturity

Section 3.01. Redemption Dates and Prices. The Bonds shall be subject to redemption prior to maturity in the amounts, at the times and in the manner provided in this Article III.

(a) *Optional Redemption.* The Bonds maturing on and after January 1, 20__ are subject to redemption at the option of the City on or after January 1, 20__, as a whole or in part at any time, and if in part, in such order of maturity as the City shall determine and within any maturity by lot, at a redemption price equal to the principal amount of each Bond to be redeemed, plus accrued interest to the date of the redemption.

(b) *Mandatory Sinking Fund Redemption.* The Bonds maturing on January 1, 20__ are subject to mandatory redemption, in part by lot as provided in the Indenture from mandatory Sinking Fund Payments, on January 1 in each of the years and in the respective principal amounts set forth below, at a redemption price equal to the principal amount thereof to be redeemed:

<u>Year</u>	<u>Principal Amount</u>
20__	\$,000
20__	,000
20__	,000
20__ (maturity)	,000

If the City redeems Bonds pursuant to optional redemption or purchases Bonds subject to mandatory redemption and cancels the same, then an amount equal to the principal

amount of Bonds of such maturity so redeemed or purchased shall be deducted from the mandatory redemption requirements as provided for such Bonds of such maturity in such order as the Chief Financial Officer of the City shall determine.

Section 3.02. Notice of Redemption. Notice of the redemption of Bonds or any portion thereof pursuant to Section 3.01 hereof identifying the Bonds or portions thereof to be redeemed, specifying the redemption date, the Redemption Price, the places and dates of payment and that from the redemption date interest will cease to accrue, shall be given by the Trustee by mailing a copy of such redemption notice not less than 30 nor more than 60 days prior to the date fixed for redemption, to the Registered Owner of each Bond to be redeemed in whole or in part at the address shown on the registration books. Redemption notices shall be sent by first class mail, except that notices to Registered Owners of at least \$1,000,000 of Bonds shall be sent by registered mail. Failure to mail any such notice to the Registered Owner of any Bond or any defect therein shall not affect the validity of the proceedings for such redemption of Bonds.

Any notice mailed as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Registered Owner of any Bond receives the notice.

Section 3.03. Deposit of Funds. For the redemption of any of the Bonds, the City shall cause to be deposited in the Principal and Interest Account moneys sufficient to pay when due the principal of and premium, if any, and interest on the redemption date to be applied in accordance with the provisions of Section 4.05 hereof.

Section 3.04. Partial Redemption of Bonds. (a) If a Bond is of a denomination larger than the minimum Authorized Denomination, all or a portion of such Bond (equal to the minimum Authorized Denomination or any integral multiple thereof) may be redeemed but such Bond shall be redeemed only in a principal amount equal to the minimum Authorized Denomination or any integral multiple thereof.

(b) Upon surrender of any Bond for redemption in part only, the City shall execute and the Bond Registrar shall authenticate and deliver to the Registered Owner thereof, at the expense of the City, a new Bond or Bonds of Authorized Denominations in aggregate principal amount equal to the unredeemed portion of the Bond surrendered.

Section 3.05. Selection of Bonds for Redemption. If less than all of the Bonds of a maturity are called for redemption, the Bonds (or portions thereof) to be redeemed shall be selected by lot by the Trustee.

ARTICLE IV

Revenues and Funds

Section 4.01. Source of Payment of Bonds. The Bonds are not general obligations of the City but are limited obligations as described in Section 2.04 hereof and as provided herein and in the Indenture.

Section 4.02. Creation of Sub-Fund and Accounts in the Third Lien Revenue Fund.

(a) *Creation of 2006__ Dedicated Sub-Fund.* There is hereby created by the City and ordered established with the Trustee a separate and segregated sub-fund within the Third Lien Revenue Fund, such sub-fund to be designated the "Chicago O'Hare International Airport 2006__ Third Lien Bond Dedicated Sub-Fund" (hereinafter called the "2006__ Dedicated Sub-Fund"). Moneys on deposit in the 2006__ Dedicated Sub-Fund, and in each Account established therein as hereinafter provided, shall be held in trust by the Trustee for the sole and exclusive benefit of the Registered Owners of the Bonds, and shall not be used or available for the payment of any other Third Lien Obligations.

(b) *Creation of Accounts.* There are hereby created by the City and ordered established with the Trustee separate Accounts within the 2006__ Dedicated Sub-Fund, designated as follows:

(i) *Capitalized Interest Account:* an Account to be designated the "Chicago O'Hare International Airport 2006__ Third Lien Capitalized Interest Account" (hereinafter called the "*Capitalized Interest Account*");

(ii) *Costs of Issuance Account:* an Account to be designated the "Chicago O'Hare International Airport 2006__ Third Lien Costs of Issuance Account" (hereinafter called the "*Costs of Issuance Account*");

(iii) *Program Fee Account:* an Account to be designated the "Chicago O'Hare International Airport 2006__ Third Lien Program Fee Account" (hereinafter called the "*Program Fee Account*"); and

(iv) *Principal and Interest Account:* an Account to be designated the "Chicago O'Hare International Airport 2006__ Third Lien Principal and Interest Account" (hereinafter called the "*Principal and Interest Account*").

[(v) *Debt Service Reserve Account:* an Account to be designed the "Chicago O'Hare International Airport 2006__ Third Lien Debt Service Reserve Account" (the "*Debt Service Reserve Account*").]

Section 4.03. Application of Bond Proceeds. The proceeds received by the City from the sale of the Bonds shall be applied as follows:

(a) *Deposits to Capitalized Interest Accounts:* the Trustee shall deposit the amount of \$ _____ into the Capitalized Interest Account created by Section 402(b) of this Twenty-Second Supplemental Indenture; and the following amounts into the respective capitalized interest accounts maintained for the following Series of Third Lien Obligations;

Series DesignationDeposit to Capitalized Interest Account

[(b) *Deposit to the Common Debt Service Reserve Account:* the Trustee shall deposit the amount of \$ _____ into the Common Debt Service Reserve Account;]

[(b) *Deposit to Debt Service Reserve Account:* the Trustee shall deposit the amount of \$ _____ into the Debt Service Reserve Account, being an amount equal to the Reserve Requirement;]

(c) *Transfer to the Second Lien Trustee:* the amount of \$ _____ shall be transferred to the Second Lien Trustee to be applied in accordance with the City's letter of instructions to the Second Lien Trustee;

(d) *Deposit to Costs of Issuance Account:* the Trustee shall deposit the amount of \$ _____ into the Costs of Issuance Account; and

(e) *Payments to the Insurer:* the amount of \$ _____ shall be applied to pay the premium due the Insurer for the Policy; and the amount of \$ _____ shall be applied to pay a portion of the premium due the Insurer for the Debt Service Reserve Surety Bond to be issued by the Insurer, constituting a Qualified Reserve Account Credit Instrument to be credited to the Common Debt Service Reserve Account.

Section 4.04. Deposits into 2006__ Dedicated Sub-Fund and Accounts Therein. On January 1 and July 1 of each year, commencing January 1, 2007 (each such date referred to herein as the "*Deposit Date*") there shall be deposited into the 2006__ Dedicated Sub-Fund from amounts on deposit in the Third Lien Revenue Fund an amount equal to the aggregate of the following amounts, which amounts shall have been calculated by the Trustee on the next preceding December 5 or June 5 (in the case of each January 1 or July 1, respectively) (such aggregate amount with respect to any Deposit Date being referred to herein as the "*2006__ Deposit Requirement*"):

(a) for deposit into the Principal and Interest Account, an amount equal to the aggregate of: (i) commencing July 1, 200__, one-half of the Principal Installment coming due on the Bonds on the January 1 next succeeding such date of calculation and (ii) the amount of interest due on the Bonds on the current Deposit Date (reduced in the case of each January 1 Deposit Date by investment earnings credited as of the immediately prior calculation date to the Principal and Interest Account and by moneys transferred from the Capitalized Interest Account);

[(b) for deposit into the Debt Service Reserve Account, the amount, if any, required as of the close of business on such Deposit Date to restore the Debt Service

Reserve Account to an amount equal to the Reserve Requirement, including reimbursement of the Qualified Credit Provider; and]

(c) for deposit into the Program Fee Account, the amount estimated by the City to be required as of the close of business on such Deposit Date to pay all fees and expenses with respect to the Bonds during the semi-annual period commencing on such Deposit Date.

In addition to the 2006__ Deposit Requirement, there shall be deposited into the 2006__ Dedicated Sub-Fund any other moneys received by the Trustee under and pursuant to the Indenture or this Twenty-Second Supplemental Indenture, when accompanied by directions from the person depositing such moneys that such moneys are to be paid into the 2006__ Dedicated Sub-Fund and to one or more accounts therein.

Section 4.05. Use of Moneys in Principal and Interest Account for Payment of Bonds. Moneys in the Principal and Interest Account shall be used solely for payment of principal of, premium, if any, and interest due on each Payment Date with respect to the Bonds (including the optional redemption of Bonds pursuant to Section 3.01(a) hereof) and not otherwise provided for, ratably, without preference or priority of any kind.

[The Second Supplemental Indenture provides, and the City hereby covenants with the Owners of the Bonds, that the Common Debt Service Reserve Account will be created and maintained as provided in the Second Supplemental Indenture and that amounts held in the Common Debt Service Reserve Account (except for any amounts therein representing investment income required to be paid to the First Lien Trustee pursuant to Section 5.02 of the Second Supplemental Indenture) will be used solely for payment of principal of, premium, if any, and interest due on each Payment Date with respect to the Bonds and all other Common Reserve Bonds and not otherwise provided for, ratably, without preference or priority of any kind.]

[Moneys in the Debt Service Reserve Account (except for any amounts therein representing investment income required to be paid to the First Lien Trustee pursuant to Section 5.02 hereof) shall be used solely for the payment of the principal of, premium, if any, and interest on the Bonds, without preference or priority of any kind, but only if and to the extent moneys are not available for such purpose in the Principal and Interest Account.]

Section 4.06. Use of Moneys in the Capitalized Interest Account, the Costs of Issuance Account and the Program Fee Account. Moneys in the Capitalized Interest Account shall be used for transfer on the Deposit Date to the Principal and Interest Account to pay interest on the Bonds. Moneys in the Capitalized Interest Account may be used for such other purposes as are set forth in an opinion of Bond Counsel to the effect that such other use of such moneys is necessary in such counsel's opinion to preserve the exemption from Federal income taxes of interest on the Bonds.

Moneys in the Costs of Issuance Account shall be used solely for the payment or reimbursement of Costs of Issuance of the Bonds as directed in a Certificate filed with the Trustee. If after the payment of all Costs of Issuance, as specified in a Certificate filed with the

Trustee, there shall be any balance remaining in the Costs of Issuance Account, such balance shall be transferred to the Program Fee Account.

Moneys in the Program Fee Account shall be used solely for the payment of fees and expenses with respect to the Bonds as set forth in a Certificate filed with the Trustee.

Section 4.07. Tax Covenant. The City covenants to take any action required by the provisions of the Code and within its power to take in order to preserve the exemption from federal income taxation of interest on the Bonds (other than with respect to an alternative minimum tax imposed on interest on the Bonds), including, but not limited to, the provisions of Section 148 of the Code relating to "arbitrage bonds."

The City covenants to comply with the provisions of the Tax Certificates.

Section 4.08. Nonpresentment of Bonds. If any Bond shall not be presented for payment when the principal thereof becomes due, either at maturity, or at the date fixed for redemption thereof, or otherwise, if moneys sufficient to pay any such Bond shall have been made available to the Trustee for the benefit of the Registered Owner or Owners thereof, subject to the provisions of the immediately following paragraph, all liability of the City to the Registered Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such moneys, without liability for interest thereon, for the benefit of the Registered Owner of such Bond who shall thereafter be restricted exclusively to such moneys, for any claim of whatever nature on his or her part under the Indenture or this Twenty-Second Supplemental Indenture or on, or with respect to, such Bond.

Any moneys so deposited with and held by the Trustee not so applied to the payment of Bonds within two years after the date on which the same shall have become due shall be repaid by the Trustee to the City upon direction of an Authorized Officer, and thereafter the Registered Owners of such Bonds shall be entitled to look only to the City for payment, and then only to the extent of the amount so repaid, and all liability of the Trustee with respect to such moneys shall thereupon cease, and the City shall not be liable for any interest thereon and shall not be regarded as a trustee of such moneys.

Before being required to make any such payment to the City, the Trustee may, at the expense of the City, publish such notice as may be deemed appropriate by the Trustee listing the Bonds so payable and not presented, and stating that such moneys remain unclaimed and that after a date set forth therein any balance thereof then remaining will be paid to the City. The obligation of the Trustee under this Section 4.08 to pay any such funds to the City shall be subject, however, to any provisions of law applicable to the Trustee or to such funds providing other requirements for disposition of unclaimed property.

Section 4.09. Moneys to Be Held in Trust. All moneys required to be deposited with or paid to the Trustee for the account of any Fund or Account referred to in any provision of this Twenty-Second Supplemental Indenture shall be held by the Trustee in trust as provided in Section 1003 of the Indenture, and shall, while held by the Trustee, constitute part of the Trust Estate and be subject to the lien or security interest created hereby.

Section 4.10. Common Debt Service Reserve Account. (a) The City shall maintain the Common Debt Service Reserve Account in an amount equal to the Reserve Requirement, which requirement may be satisfied with (i) one or more Qualified Reserve Account Credit Instruments, (ii) Qualified Investments, or (iii) a combination thereof. Any Qualified Investments held to the credit of the Common Debt Service Reserve Account shall not have maturities extending beyond five years (except for any investment agreement, repurchase agreement or forward purchase agreement approved by the Insurer and each other insurer at the time insuring payment of any Common Reserve Bonds) and shall be valued in accordance with Section 305 of the Indenture. If on any valuation date as provided in Section 305 of the Indenture the amount on deposit in the Common Debt Service Reserve Account is more than the Reserve Requirement, the amount of such excess shall be transferred by the Trustee to the First Lien Trustee for deposit into the Revenue Fund established under the General Airport Revenue Bond Ordinance.

(b) If at any time the Common Debt Service Reserve Account holds both a Qualified Reserve Account Credit Instrument and Qualified Investments, the Qualified Investments shall be liquidated and the proceeds applied for the purposes for which Common Debt Service Reserve Account moneys may be applied under the Second Supplemental Indenture prior to any draw being made on the Qualified Reserve Account Credit Instrument. If the Common Debt Service Reserve Account holds Qualified Reserve Account Credit Instruments issued by more than one issuer, draws shall be made under such credit instruments on a *pro rata* basis to the extent of available funds. Amounts deposited in the 2006__ Dedicated Sub-Fund for the purpose of restoring amounts withdrawn from the Common Debt Service Reserve Account shall be applied first to reimburse the Qualified Credit Provider and thereby reinstate the Qualified Reserve Account Credit Instrument and next to make deposits into the Common Debt Service Reserve Account.

(c) The moneys in the Common Debt Service Reserve Account are held for the benefit of all Common Reserve Bonds issued or to be issued under the Indenture. On the date of initial issuance and sale of any Series of Third Lien Obligations intended to be Common Reserve Bonds, the City shall provide the Trustee a Certificate of the Chief Financial Officer to that effect and setting forth the amount of the deposit to be made from bond proceeds to fund the Reserve Requirement. Moneys in the Common Debt Service Reserve Account shall be held and disbursed for the benefit of all Common Reserve Bonds and such moneys are hereby pledged and assigned for that purpose.

(d) The City and the Trustee covenant and agree that the Common Debt Service Reserve Account is to be administered for the equal benefit, protection and security of the Owners of the Common Reserve Bonds and that, with respect to the Common Debt Service Reserve Account, all Outstanding Common Reserve Bonds are on a parity and rank equally without preference, priority or distinction.

Alternate Section 4.10. Debt Service Reserve Account. (a) The City shall maintain the Debt Service Reserve Account in an amount equal to the Reserve Requirement, which requirement may be satisfied with (i) one or more Qualified Reserve Account Credit Instruments, (ii) Qualified Investments, or (iii) a combination thereof. Any Qualified Investments held to the credit of the Debt Service Reserve Account shall not have maturities

extending beyond five years (except for any investment agreement, repurchase agreement or forward purchase agreement approved by the Insurer) and shall be valued in accordance with Section 305 of the Indenture. If on any valuation date as provided in Section 305 of the Indenture the amount on deposit in the Debt Service Reserve Account is more than the Reserve Requirement, the amount of such excess shall be transferred by the Trustee to the First Lien Trustee for deposit into the Revenue Fund established under the General Airport Revenue Bond Ordinance.

(b) If at any time the Debt Service Reserve Account holds both a Qualified Reserve Account Credit Instrument and Qualified Investments, the Qualified Investments shall be liquidated and the proceeds applied for the purposes for which Debt Service Reserve Account moneys may be applied under this Twenty-Second Supplemental Indenture prior to any draw being made on the Qualified Reserve Account Credit Instrument. If the Debt Service Reserve Account holds Qualified Reserve Account Credit Instruments issued by more than one issuer, draws shall be made under such credit instruments on a *pro rata* basis to the extent of available funds. Amounts deposited in the 2006__ Dedicated Sub-Fund for the purpose of restoring amounts withdrawn from the Debt Service Reserve Account shall be applied first to reimburse the Qualified Credit Provider and thereby reinstate the Qualified Reserve Account Credit Instrument and next to make deposits into the Debt Service Reserve Account.

ARTICLE V

Investment of Moneys

Section 5.01. Investment of Moneys. Moneys held in the funds, accounts and subaccounts established hereunder shall be invested and reinvested in accordance with the provisions governing investments contained in the Indenture. All such investments shall be held by or under the control of the Trustee and shall be deemed at all times a part of the fund, account or subaccount for which they were made.

Section 5.02. Investment Income. The interest earned on any investment of moneys held hereunder, any profit realized from such investment and any loss resulting from such investment shall be credited or charged to the fund, account or subaccount for which such investment was made [; provided, however, that any interest earned on, and any profit resulting from, the investment of moneys on deposit in the Debt Service Reserve Account shall be transferred by the Trustee to the First Lien Trustee for deposit into the Revenue Fund established under the General Airport Revenue Bond Ordinance.]

ARTICLE VI

Discharge of Lien

Section 6.01. Defeasance. If the City shall pay to the Registered Owners of the Bonds, or provide for the payment of, the principal, and interest and Redemption Price, if any, to become due thereon, at the times and in the manner stipulated in Section 1101 of the Indenture, then this Twenty-Second Supplemental Indenture shall be fully discharged and satisfied. Upon

the satisfaction and discharge of this Twenty-Second Supplemental Indenture, the Trustee shall, upon the request of the City, execute and deliver to the City all such instruments as may be desirable to evidence such discharge and satisfaction and the Fiduciaries shall pay over or deliver to the City all Funds, Accounts and other moneys or securities held by them pursuant to this Twenty-Second Supplemental Indenture which are not required for the payment or redemption of the Bonds not theretofore surrendered or presented for such payment or redemption.

ARTICLE VII

Concerning the Trustee

Section 7.01. Acceptance of Trusts. The Trustee hereby accepts the trusts imposed upon it by this Twenty-Second Supplemental Indenture, and agrees to perform said trusts, but only upon and subject to the express terms and conditions set forth herein and in the Indenture. Except as otherwise expressly set forth in this Twenty-Second Supplemental Indenture, the Trustee assumes no duties, responsibilities or liabilities by reason of its execution of this Twenty-Second Supplemental Indenture other than as set forth in the Indenture and this Twenty-Second Supplemental Indenture, and this Twenty-Second Supplemental Indenture is executed and accepted by the Trustee subject to all the terms and conditions of its acceptance of the trust under the Indenture, as fully as if said terms and conditions were herein set forth at length.

Section 7.02. Dealing in Bonds. The Trustee, in its individual capacity, either as principal or agent, may also engage in or be interested in any financial or other transaction with the City, and may act as depositary, trustee or agent for any committee or body of the owners of Bonds secured hereby or other obligations of the City as freely as if it did not act in any capacity hereunder.

ARTICLE VIII

Supplemental Indentures

Section 8.01. Supplements or Amendments to Twenty-Second Supplemental Indenture. This Twenty-Second Supplemental Indenture may be supplemented or amended in the manner set forth in Articles VII and VIII, respectively, of the Indenture.

ARTICLE IX

Insurer Provisions

Section 9.01. Insurer Provisions. The City hereby designates _____ as Insurer with respect to the Bonds. The Insurer shall be entitled to the benefits of Section 1104 of the Indenture. Anything contained in this Twenty-Second Supplemental Indenture or in the Bonds to the contrary notwithstanding, the existence of all

rights given to the Insurer hereunder or under the Indenture are expressly conditioned on the timely and full performance of the payment obligations of the Insurer under the Policy.

ARTICLE X

Miscellaneous

Section 10.01. Twenty-Second Supplemental Indenture as Part of Indenture.

This Twenty-Second Supplemental Indenture shall be construed in connection with and as a part of the Indenture and all terms, conditions and covenants contained in the Indenture, except as herein modified and except as restricted in the Indenture to Third Lien Obligations of another Series, shall apply and be deemed to be for the equal benefit, security and protection of the Bonds.

Section 10.02. Severability. If any provision of this Twenty-Second Supplemental Indenture shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

Section 10.03. Payments Due on Saturdays, Sundays and Holidays. If any payment of interest or principal or redemption premium on the Bonds is due on a date that is not a Business Day, payment shall be made on the next succeeding Business Day with the same force and effect as if made on the date which is fixed for such payment, and no interest shall accrue on such amount for the period after such due date.

Section 10.04. Counterparts. This Twenty-Second Supplemental Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 10.05. Rules of Interpretation. Unless expressly indicated otherwise, references to Sections or Articles are to be construed as references to Sections or Articles of this instrument as originally executed. Use of the words "herein," "whereby," "hereunder," "hereof," "hereinbefore," "hereinafter" and other equivalent words refer to this Twenty-Second Supplemental Indenture and not solely to the particular portion in which any such word is used.

Section 10.06. Captions. The captions and headings in this Twenty-Second Supplemental Indenture are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Sections of this Twenty-Second Supplemental Indenture.

Section 10.07. Additional Notices. Copies of all notices, certificates or other communications given to the City or the Trustee pursuant to the requirements of the Indenture or this Twenty-Second Supplemental Indenture at the addresses set forth in Section 1105 of the Indenture shall be given to the Insurer and to any Qualified Credit Provider at the same time and in the same manner.

IN WITNESS WHEREOF, the City has caused these presents to be executed in its name and with its official seal hereunto affixed and attested by its duly authorized officials; and to evidence its acceptance of the trusts hereby created, the Trustee has caused these presents to be executed in its corporate name and with its corporate seal hereunto affixed and attested by its duly authorized officers, as of the date first above written.

CITY OF CHICAGO

By: _____
Chief Financial Officer

[SEAL]

Attest:

By: _____
[Deputy] City Clerk

**LASALLE BANK NATIONAL
ASSOCIATION, as Trustee**

By: _____
Authorized Signatory

[SEAL]

Attest:

By: _____
Authorized Signatory

*Exhibit "C".
(To Ordinance)*

Twenty-Third Supplemental Indenture

From

City Of Chicago

To

*LaSalle Bank National Association,
As Trustee*

Securing

*Chicago O'Hare International Airport
General Airport Third Lien Revenue Refunding Bonds,
Series 2006_*

Dated As Of _____, 2006.

Supplementing a Master Indenture of Trust Securing Chicago O'Hare International Airport Third Lien Obligations dated as of March 1, 2002 between the City of Chicago and LaSalle Bank National Association, as Trustee.

THIS TWENTY-THIRD SUPPLEMENTAL INDENTURE, made and entered into as of _____, 2006, from the CITY OF CHICAGO (the "City"), a municipal corporation and home rule unit of local government duly organized and existing under the

Constitution and laws of the State of Illinois, to LASALLE BANK NATIONAL ASSOCIATION (the "Trustee"), a national banking association duly organized, existing and authorized to accept and execute trusts of the character herein set out under and by virtue of the laws of the United States of America, with its principal corporate trust office located at 135 South LaSalle Street, Chicago, Illinois, as Trustee;

W I T N E S S E T H:

WHEREAS, the City is a home rule unit of local government, duly organized and existing under the laws of the State of Illinois, and in accordance with the provisions of Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois is authorized to own and operate commercial and general aviation facilities; and

WHEREAS, the City owns and operates an airport known as Chicago O'Hare International Airport; and

WHEREAS, the City has determined to refund prior to maturity or pay at maturity certain Prior Airport Obligations (as hereinafter defined); and

WHEREAS, the City has entered into a Master Indenture of Trust Securing Chicago O'Hare International Airport Third Lien Obligations, dated as of March 1, 2002, as amended, with the Trustee (as previously supplemented, the "Indenture") which authorizes the issuance of such Third Lien Obligations in one or more Series pursuant to one or more Supplemental Indentures and the incurrence by the City of Section 208 Obligations (as therein defined); and

WHEREAS, in order to refund certain Prior Airport Obligations, the City has authorized the issuance and sale of \$_____ aggregate principal amount of Chicago O'Hare International Airport General Airport Third Lien Revenue Refunding Bonds, Series 2006__ (the "Bonds"); and

WHEREAS, the Bonds, and the Trustee's Certificate of Authentication to be endorsed on such Bonds, are to be in substantially the following forms with necessary and appropriate variations, omissions and insertions as permitted or required by the Indenture or this Twenty-Third Supplemental Indenture, to wit:

[FORM OF BOND]

No. R- _____

\$ _____

UNITED STATES OF AMERICA

STATE OF ILLINOIS

CITY OF CHICAGO

Chicago O'Hare International Airport
 General Airport Third Lien Revenue Refunding Bond, Series 2006__

<u>INTEREST MODE</u>	<u>[FIXED INTEREST RATE]</u>	<u>MATURITY DATE</u>	<u>DATED DATE</u>	<u>CUSIP</u>
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Registered Owner:

Principal Amount:

CITY OF CHICAGO (the "City"), a municipal corporation and home rule unit of local government duly organized and existing under the laws of the State of Illinois, for value received, hereby promises to pay (but only out of the sources hereinafter provided) to the Registered Owner identified above, or registered assigns, on the maturity date specified above, unless this Bond shall have been called for redemption and payment of the redemption price shall have been duly made or provided for, upon presentation and surrender hereof, the principal amount specified above and to pay (but only out of the sources hereinafter provided) interest on the balance of said principal sum from time to time remaining unpaid from and including the date hereof or from and including the most recent Interest Payment Date (as defined in the hereinafter defined Indenture) with respect to which interest has been paid or duly provided for, until payment of said principal sum has been made or duly provided for, at the rates and on the dates described herein, and to pay interest on overdue principal and, to the extent permitted by law, on overdue premium, if any, and interest at the rates due on this Bond. Principal of, premium, if any, and interest on this Bond shall be payable in lawful money of the United States of America at the principal corporate trust office of LaSalle Bank National Association, Chicago, Illinois, as Trustee, or its successor in trust (the "Trustee") (or, if so determined by the Trustee, at the principal corporate trust office of a Paying Agent); provided, however, that payment of the

interest on any Interest Payment Date (as defined in the Indenture) shall be (i) made to the registered owner hereof as of the close of business on the applicable Record Date (as defined in the Indenture) with respect to such Interest Payment Date and shall be paid by check or draft mailed to such registered owner hereof at his or her address as it appears on the registration books of the City maintained by the Trustee as Bond Registrar or at such other address as is furnished in writing by such registered owner to the Trustee as Bond Registrar as of the close of business on such Record Date or (ii) made by wire transfer to such registered owner as of the close of business on such Record Date upon written notice of such wire transfer address in the continental United States by such owner to the Bond Registrar given prior to such Record Date (which notice may provide that it will remain in effect until revoked), provided that each such wire transfer shall only be made with respect to an owner of \$1,000,000 or more in aggregate principal amount of the Bonds as of the close of business on the Record Date relating to such Interest Payment Date; except, in each case, that if and to the extent that there shall be a default in the payment of the interest due on such Interest Payment Date, such defaulted interest shall be paid to the registered owners as provided in the Indenture. So long as this Bond is restricted to being registered in the registration books of the City in the name of a Securities Depository (as defined in the Indenture), the provisions of the Indenture governing book-entry Bonds shall govern the payment of the principal of and interest on this Bond.

The Bonds are limited obligations of the City and shall not constitute an indebtedness of the City or a loan of credit thereof within the meaning of any constitutional or statutory limitation. Neither the faith and credit nor the taxing power of the City, the State of Illinois or any political subdivision thereof is pledged to the payment of the principal of the Bonds, or the interest or any premium thereon, or other costs incident thereto. The Bonds are payable solely from the revenues in the Indenture (as hereinafter defined) pledged to such payment, and no owner or owners of the Bonds shall ever have the right to compel any exercise of the taxing power of the City, the State of Illinois or any political subdivision thereof.

Reference is hereby made to the further provisions of this Bond set forth on the reverse hereof and such further provisions shall for all purposes have the same effect as if set forth at this place. All capitalized terms used in this Bond shall have the meanings assigned in the Indenture unless otherwise defined herein.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts and conditions required to be performed precedent to and in the execution and delivery of the Indenture and the issuance of this Bond have been performed in due time, form and manner as required by law, and that the issuance of this Bond and the series of which it forms a part does not exceed or violate any constitutional or statutory limitation.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture unless and until the certificate of authentication hereon shall have been duly executed by the Trustee.

IN WITNESS WHEREOF, the City of Chicago has caused this Bond to be executed in its name by the manual or facsimile signature of its Mayor and the manual or facsimile of its corporate seal to be printed hereon and attested by the manual or facsimile signature of its City Clerk.

Dated: _____

CITY OF CHICAGO

By: _____
Mayor

[SEAL]

Attest:

By _____
City Clerk

[FORM OF DTC LEGEND]

[FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION]

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

LASALLE BANK NATIONAL ASSOCIATION,
as Trustee

By _____
Authorized Signature

[FORM OF REVERSE OF SERIES 2006__ BOND]

This Bond is one of an authorized series of bonds limited in aggregate principal amount to \$_____ (the "Bonds") issued pursuant to, under authority of and in full compliance with the Constitution and laws of the State of Illinois, particularly Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois and an ordinance of the City Council of the City, and executed under a Master Indenture of Trust Securing Chicago O'Hare International Airport Third Lien Obligations dated as of March 1, 2002, as amended, from the City to LaSalle Bank National Association, in the City of Chicago, Illinois (the "Trustee"), as supplemented by a Twenty-Third Supplemental Indenture Securing Chicago O'Hare International Airport General Airport Third Lien Revenue Refunding Bonds, Series 2006__, dated as of _____, 2006, from the City to the Trustee (collectively, the "Indenture"), for the purpose of (i) refunding prior to maturity or paying at maturity certain outstanding Prior Airport Obligations (as defined in the Indenture), and (ii) paying costs and expenses incidental thereto and to the issuance of the Bonds.

The Bonds and the interest thereon are payable from Third Lien Revenues (as defined in the Indenture) pledged to the payment thereof under the Indenture and certain other moneys held by or on behalf of the Trustee, including all moneys drawn by the Trustee under the irrevocable Letter of Credit (together with any Alternate Letter of Credit or Fixed Rate Letter of Credit, the "Letter of Credit") of [Name of Bank], a banking corporation organized under the laws of _____ (together with any bank issuing an Alternate Letter of Credit or Fixed Rate Letter of Credit, the "Bank"), in favor of the Trustee, issued at the request and for the account of the City, and from any other moneys held by the Trustee under the Indenture for such purpose. The City and [Name of Bank], as issuer of the initial Letter of Credit, have entered into a Reimbursement Agreement dated as of _____, 2006, pursuant to which the City has agreed, among other things, to reimburse [Name of Bank], for amounts drawn under the initial Letter of Credit.

The initial Letter of Credit expires on _____, _____, and terminates upon the earlier occurrence of certain events described therein. The City may, but is not required, to extend the initial Letter of Credit or provide an Alternate Letter of Credit or Fixed Rate Letter of Credit after the expiration or termination of the initial Letter of Credit. Upon the expiration or termination of the initial Letter of Credit, any Alternate Letter of Credit or a Fixed Rate Letter of Credit, the Bonds shall be subject to mandatory tender for purchase five Business Days preceding the proposed expiration or termination date (the "Credit Substitution Date").

Copies of the Indenture are on file at the principal corporate trust office of the Trustee, and reference to the Indenture and any and all supplements thereto and modifications and amendments thereof is made for a description of the pledge and covenants securing the Bonds, the nature, extent and manner of enforcement of such pledge, the rights and remedies of the registered owners of the Bonds, and the limitations on such rights and remedies.

The Bonds are issuable only as fully registered Bonds in the authorized denominations described in the Indenture.

Interest Rate on Bonds

Prior to the Fixed Rate Conversion (as defined in the Indenture), the Bonds shall bear interest at a Variable Rate which may be a Weekly Rate or Flexible Rate. Interest on the Bonds shall be payable in arrears on each Interest Payment Date. "Interest Payment Date" means as to any Weekly Mode, the first Business Day of each calendar month, commencing _____, 2006; as to any Flexible Period, the Flexible Date on which the next succeeding Flexible Period begins and the Mode Adjustment Date at the end of a Flexible Mode; and as to the Fixed Mode, January 1 and July 1. The interest on the Bonds in a Weekly Mode or Flexible Mode shall be payable on the applicable Interest Payment Date as herein described, computed on the basis of a 365 or 366-day year, as applicable, for the number of days actually elapsed. The interest on the Bonds in the Fixed Mode shall be payable semiannually on January 1 and July 1 of each year, computed on the basis of a 360-day year, consisting of twelve 30-day months. The Bonds shall bear interest for each Rate Period at the rate determined by the Remarketing Agent (hereinafter defined) for such Rate Period.

During each Rate Period within an Interest Mode prior to Fixed Rate Conversion, the Bonds shall bear interest at the applicable Variable Rate determined as set forth below.

(A) During each Rate Period, the Variable Rate shall be that interest rate that, in the sole judgment of [Name of Remarketing Agent], or its successors or assigns as the Remarketing Agent (the "Remarketing Agent"), is necessary to enable the Remarketing Agent to sell the Bonds at a price equal to 100% of the principal amount thereof and accrued interest, if any, thereon. The Remarketing Agent shall determine the Variable Rate on each Rate Determination Date. The Variable Rate so determined shall become effective on the next succeeding Rate Adjustment Date unless the Rate Determination Date is also the Rate Adjustment Date, in which case, it shall become effective on such date.

(B) In determining the Variable Rate pursuant to the Indenture, the Remarketing Agent shall take into account to the extent applicable (1) market interest rates for comparable securities held by tax-exempt open-end municipal bond funds or other institutional or private investors with substantial portfolios (a) with interest rate adjustment periods and demand purchase options substantially identical to the Bonds, (b) bearing interest at a variable rate intended to maintain a value equal to 100 percent of the principal amount thereof, and (c) rated by a national credit rating agency in the same category as the Bonds; (2) other financial market rates and indices which may have a bearing on the Variable Rate (including, but not limited to, rates borne by commercial paper, tax-exempt commercial paper, HUD project notes, Treasury Bills, commercial bank prime rates, certificate of deposit rates, federal funds rates, the London Interbank Offered Rate, indices maintained by *The Bond Buyer* and other publicly available tax-exempt interest rate indices); (3) general financial market conditions (including current forward supply); and (4) industry, economic or financial conditions which may affect or be relevant to the Bonds.

(C) The determination by the Remarketing Agent in accordance with the Indenture of the Variable Rate to be borne by the Bonds shall be conclusive and binding on the owners of the Bonds. Failure by the Trustee to give any notice required under the Indenture, or

any defect therein, shall not affect the interest rate borne by the Bonds or the rights of the owners of the Bonds to tender such Bonds for purchase pursuant to the Indenture.

(D) If for any reason the position of Remarketing Agent is vacant or the Remarketing Agent fails to act on the Rate Determination Date, the Variable Rate shall be determined by the Trustee in the manner set forth in the Indenture.

(E) Anything in the Indenture or in the Bonds to the contrary notwithstanding, the maximum interest rate on the Bonds shall be the lesser of (i) 18 percent per annum, or (ii) if the Bonds are secured by a Letter of Credit, the maximum interest rate on the Bonds used for purposes of calculating the stated amount of the Letter of Credit.

Conversion to Fixed Rate on Bonds

(A) At the option of the City, the rate of interest payable on the Bonds shall be permanently converted from a Variable Rate to a Fixed Rate. The Fixed Rate Conversion Date shall be any Interest Payment Date for which the applicable notices described in the Indenture have been given. In order to exercise the Fixed Rate Conversion option, the City shall deliver a Mode Adjustment Notice to the Notice Parties directing such Fixed Rate Conversion, which notice must be accompanied by a Fixed Rate Letter of Credit or a binding commitment therefor or a statement by the City to the effect that no Fixed Rate Letter of Credit will be effective after the Fixed Rate Conversion Date. The City shall also deliver to the Trustee the opinion of Bond Counsel described below. The notice shall specify the Fixed Rate Conversion Date, which shall be not less than 35 days following the receipt by the Trustee of the Fixed Rate Conversion notice.

(B) No Fixed Rate shall be established unless, on or before 35 days prior to the Fixed Rate Conversion Date, an opinion of Bond Counsel has been delivered to the Trustee to the effect that the Fixed Rate Conversion in accordance with the provisions of the Indenture (1) is lawful under the Constitution and laws of the State of Illinois and complies with the provisions of the Indenture, and (2) will not adversely affect the exemption of interest on the Bonds from Federal income taxation (other than with respect to an alternative minimum tax imposed on interest on the Bonds). Such opinion shall be confirmed by such Bond Counsel on the Fixed Rate Conversion Date. Unless and until the conditions for Fixed Rate Conversion set forth in the Indenture are satisfied, the Bonds shall continue to bear interest at a Variable Rate as provided in the Indenture.

(C) Upon the Fixed Rate Conversion, the Bonds shall be subject to mandatory purchase as provided below, and the owners shall be notified of the Fixed Rate Conversion as provided herein and in the Indenture.

Interest Modes

(A) Prior to the Fixed Rate Conversion, each Interest Mode shall be either a Weekly Mode or Flexible Mode as described in the Indenture. The Interest Mode from the Date of Issuance until further designated by the Remarketing Agent will be a Weekly Mode. Thereafter, unless Fixed Rate Conversion has occurred, from time to time, the Remarketing Agent may designate an alternate Interest Mode (other than a Fixed Mode). The Remarketing

Agent shall evidence each such designation by giving a Mode Adjustment Notice to the Notice Parties in accordance with the Indenture. If, at the end of any Interest Mode, the Remarketing Agent does not designate an alternate Interest Mode as described herein, the next succeeding Interest Mode shall be of the same length as the Interest Mode then ending; provided, however, no Interest Mode shall extend beyond the final maturity date of the Bonds.

(B) Not later than five days following receipt by the Trustee of such Mode Adjustment Notice, the Trustee shall notify each owner in accordance with the Indenture of the new interest Mode. Failure by the Trustee to give such notice by mail, or any defect therein, shall not affect the validity of any mandatory purchase or extend the time when such mandatory purchase shall be made.

(C) For each Interest Mode, the frequency of each Interest Payment Date, the Record Date, the Rate Determination Date, the Rate Adjustment Date, the Mode Adjustment Notice, the Tender Notice, the Purchase Date, the Mandatory Purchase Date and the Notice of Mode Adjustment Date, shall be determined in accordance with the provisions of the Indenture.

Purchase of Bonds Upon Demand of Owners

(A) During any Weekly Mode, any Bond (other than a Pledged Bond or a Bank-owned Bond) shall be purchased by the Trustee in accordance with the Indenture on any Purchase Date at the Purchase Price thereof upon the demand of the owner. As a condition precedent to the purchase of Bonds on any Purchase Date, the owner must deliver to the Trustee at the Delivery Office of the Trustee (i) a Tender Notice not later than the time specified in the Indenture and (ii) unless other delivery has been made satisfactory to the Trustee at any time the Bonds are held in book-entry form by a Securities Depository (as defined in the Indenture), the Bonds, together with an appropriate instrument of transfer or a bond power endorsed in blank, not later than 12:00 noon (New York City time) on the Purchase Date. Owners delivering Bonds to the Trustee after the applicable time on the applicable date as set forth above during a Weekly Mode shall not be entitled to receive payment from the Trustee until the Business Day following the date of delivery of the Bonds.

(B) Provided the Tender Notice and the Bonds are delivered by the times and in the manner specified herein, tendered Bonds shall be purchased by the Trustee on the Purchase Date which shall be on the Business Day specified in the Tender Notice which is at least seven days (which day must be a Business Day) immediately following receipt of the Tender Notice by the Trustee and not later than the then next succeeding Mode Adjustment Date.

(C) Any Tender Notice received by the Trustee pursuant to the provisions hereof and the Indenture shall be effective upon receipt and shall be irrevocable. Owners of Bonds not providing the Trustee with the Bonds for which a Tender Notice has been delivered to the Trustee ("Undelivered Bonds") shall be deemed to have tendered such Bonds in accordance with the Indenture, provided there shall have been irrevocably deposited in trust with the Trustee amounts sufficient to pay the Purchase Price of the Undelivered Bonds on the Purchase Date. In the event of a failure by an owner to deliver his or her Bond on or prior to the Purchase Date, such owner shall not be entitled to any payment (including any interest accrued from or subsequent to such Purchase Date) other than the Purchase Price for such Undelivered Bonds,

and any Undelivered Bonds shall no longer be entitled to the benefits of the Indenture except for the purpose of payment of the Purchase Price therefor and interest thereon to such Purchase Date.

Mandatory Purchase

(A) The Bonds shall be subject to mandatory purchase prior to maturity at the Purchase Price:

- (1) on the Mode Adjustment Date beginning any Flexible Mode,
- (2) on the Fixed Rate Conversion Date,
- (3) on any Credit Substitution Date,
- (4) on the Interest Payment Date for any Flexible Period, and
- (5) on the day ten days after the Bank delivers notice to the Trustee of the occurrence of an event of default under the Reimbursement Agreement and that the Letter of Credit is being terminated pursuant to its terms by the Bank

(each such date to be a "Mandatory Purchase Date").

(B) The Trustee shall give notice to each owner that his or her Bond is subject to mandatory purchase on the Mandatory Purchase Date as provided in the Indenture.

Exchange and Transfer of Bonds

Bonds (other than Undelivered Bonds) may be transferred on the books of registration kept by the Bond Registrar by the owner in person or by his or her duly authorized attorney, upon surrender thereof, together with a written instrument of transfer executed by the owner or his or her duly authorized attorney. Upon surrender for registration of transfer of any Bond with all partial redemptions endorsed thereon at the principal office of the Bond Registrar, the City shall execute and the Trustee shall authenticate and deliver in the name of the transferee or transferees a new Bond or Bonds of the same maturity and interest rate, aggregate principal amount and tenor and of any authorized denomination or denominations and bearing numbers not contemporaneously outstanding under the Indenture.

Bonds (other than Undelivered Bonds) may be exchanged at the principal office of the Bond Registrar for an equal aggregate principal amount of Bonds in the appropriate form and in the same maturity and interest rate, aggregate principal amount and tenor and of any authorized denomination or denominations. The City shall execute and the Trustee shall authenticate and deliver Bonds which the Bondholder making the exchange is entitled to receive.

Such registration of transfer or exchange of Bonds shall be without charge to the owners of such Bonds, but any taxes or other governmental charges required to be paid with respect to the same shall be paid by the owners of the Bond requesting such transfer or exchange as a condition precedent to the exercise of such privilege.

The Bond Registrar shall not be required to register for transfer or exchange any Undelivered Bond or any Bond (i) with respect to which the Trustee or the Remarketing Agent, as the case may be, shall have received a Tender Notice, (ii) after the giving of notice calling such Bond for redemption or partial redemption has been made, (iii) after the giving of notice of the Credit Substitution Date or Mandatory Purchase Date (following receipt by the Trustee of notice from the Bank of the occurrence of an event of default under the Reimbursement Agreement), or (iv) after the Remarketing Agent has given a Mode Adjustment Notice pursuant to the Indenture or the City has given a notice of Fixed Rate Conversion pursuant to the Indenture; provided that after such Mode Adjustment Date, Credit Substitution Date, Mandatory Purchase Date or Fixed Rate Conversion, the Bond Registrar shall be required to register the transfer or exchange of Bonds.

The person in whose name any Bond is registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of principal, premium, if any, or interest shall be made only to or upon the order of the registered owner thereof or his or her duly authorized attorney, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Redemption Prior to Maturity

So long as the Bonds do not bear interest at a Fixed Rate, the Bonds are subject to redemption at the option of the City on any Interest Payment Date in whole or in part at a redemption price of 100% of the principal amount thereof, without premium, plus accrued interest to the redemption date.

When the Bonds bear interest at a Fixed Rate, the Bonds shall be subject to redemption at the option of the City in whole on any date or in part on any Interest Payment Date occurring on or after the date determined in accordance with the provisions of the Indenture at the redemption prices determined in accordance with the provisions of the Indenture.

The Bonds are subject to mandatory redemption, in part by lot as provided in the Indenture from mandatory Sinking Fund Payments, on January 1 in each of the years and in the respective principal amounts set forth below, at a redemption price equal to the principal amount thereof to be redeemed plus accrued interest to the date of redemption:

<u>Year</u>	<u>Principal Amount</u>
	\$

(maturity)

If the City redeems Bonds pursuant to optional redemption or purchases such Bonds and cancels the same, then an amount equal to the principal amount of Bonds of such maturity so redeemed or purchased shall be deducted from the mandatory redemption

requirements as provided for such Bonds of such maturity in such order as the City shall determine.

Upon the conversion of the Bonds to a Fixed Rate in accordance with the provisions of the Indenture, the City may direct the Trustee to select in advance of the date on which the Trustee would otherwise do so the Bonds to be redeemed pursuant to the foregoing schedule.

Notice of any such redemption must be given by the Trustee by first class mail not less than 30 nor more than 60 days prior thereto to the registered owners of the Bonds. Failure to mail any such notice to the registered owner of any Bond or any defect therein shall not affect the validity of the proceedings for such redemption of Bonds.

This Bond and all other Bonds of the series of which it forms a part are issued pursuant to an ordinance adopted by the City Council of the City, which ordinance authorizes the execution and delivery of the Indenture. This Bond and the series of which it forms a part are limited obligations of the City payable solely from the amounts pledged therefor under the Indenture.

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

The owner of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Indenture.

The Indenture prescribes the manner in which it may be discharged and after which the Bonds shall no longer be secured by or entitled to the benefits of the Indenture, except as provided in the Indenture and for the purposes of registration and exchange of Bonds and of such payment, including a provision that the Bonds shall be deemed to be paid if Federal Obligations, as defined therein, maturing as to principal and interest in such amounts and at such times as to insure the availability of sufficient moneys to pay the principal of, premium, if any, and interest on the Bonds and all necessary and proper fees, compensation and expenses of the Trustee shall have been deposited with the Trustee.

Modifications or alterations of the Indenture, or of any supplements thereto, may be made only to the extent and in the circumstances permitted by the Indenture.

[FORM OF ASSIGNMENT]

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

TEN COM	—	as tenants in common		
TEN ENT	—	as tenants by the entireties		
JT TEN	—	as joint tenants with right of survivorship and not as tenants in common		
			UNIF GIFT MIN ACT- Custodian	
			(Cust)	(Minor)
			under Uniform Gifts to Minors Act	
			(State)	

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

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

the within Bond of the City of Chicago and does hereby irrevocably constitute and appoint _____ to transfer said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Signature Guaranteed: _____

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

[SCHEDULE TO BE ATTACHED ONLY WHEN BONDS ARE IN FLEXIBLE MODE]

<u>Beginning of Flexible Rate Period</u>	<u>End of Flexible Rate Period</u>	<u>Mandatory Purchase Date</u>	<u>Current Flexible Rate</u>	<u>Signature of Trustee</u>
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NOW, THEREFORE, THIS TWENTY-THIRD SUPPLEMENTAL INDENTURE WITNESSETH:

GRANTING CLAUSES

That the City, in consideration of the premises and the acceptance by the Trustee of the trusts hereby created and of the purchase and acceptance of the Bonds by the Registered Owners thereof, and of the sum of one dollar, lawful money of the United States of America, to it duly paid by the Trustee at or before the execution and delivery of these presents, and for other good and valuable consideration, the receipt of which is hereby acknowledged, in order to secure the payment of the principal of, premium, if any, and interest on the Bonds according to their tenor and effect, to secure the rights of the Bank (as hereinafter defined) to reimbursement of amounts paid by the Bank as a result of a draw or draws on the Letter of Credit for the payment of principal of or interest on the Bonds and the payment of other Series 2006__ Bank Obligations (as hereinafter defined) and for payment of the purchase price of Bonds as provided herein and to secure the performance and observance by the City of all the covenants expressed or implied herein, in the Bonds and in the Reimbursement Agreement (as hereinafter defined), does hereby assign and grant a security interest in and to the following to the Trustee, and its successors in trust and assigns forever, for the securing of the performance of the obligations of the City hereinafter set forth (the "Trust Estate"):

GRANTING CLAUSE FIRST

All right, title and interest of the City in and to Junior Lien Revenues and Third Lien Revenues, to the extent pledged and assigned in the granting clauses of the Indenture.

GRANTING CLAUSE SECOND

All moneys and securities from time to time held by the Trustee under the terms of this Twenty-Third Supplemental Indenture, except for moneys deposited with or paid to the Trustee and held in trust hereunder for the redemption of Bonds, notice of the redemption of which has been duly given.

GRANTING CLAUSE THIRD

Any and all other property, rights and interests of every kind and nature from time to time hereafter by delivery or by writing of any kind granted, bargained, sold, alienated, demised, released, conveyed, assigned, transferred, mortgaged, pledged, hypothecated or otherwise subjected hereto, as and for additional security hereunder by the City or by any other person on its behalf or with its written consent to the Trustee, and the Trustee is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof.

TO HAVE AND TO HOLD all and singular the Trust Estate, whether now owned or hereafter acquired, unto the Trustee and its successors in said trust and assigns forever;

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth for the equal and proportionate benefit, security and protection of all present and future owners of the

Bonds, the Series 2006__ Bank Obligations and all other Third Lien Obligations issued or secured from time to time under the provisions of this Twenty-Third Supplemental Indenture, without privilege, priority or distinction as to the lien or otherwise of any of the foregoing over any other of the foregoing except to the extent herein or in the Indenture otherwise specifically provided;

PROVIDED, HOWEVER, that if the City, its successors or assigns, shall well and truly pay, or cause to be paid, the principal of, premium, if any, and interest on the Bonds and the Series 2006__ Bank Obligations due or to become due thereon, at the times and in the manner set forth therein according to the true intent and meaning thereof, and shall cause the payments to be made on the Bonds and the Series 2006__ Bank Obligations as required under Article IV hereof, or shall provide, as permitted hereby, for the payment thereof and shall well and truly cause to be kept, performed and observed all of its covenants and conditions pursuant to the terms of the Indenture, this Twenty-Third Supplemental Indenture and the Reimbursement Agreement and shall pay or cause to be paid to the Trustee and the Bank all sums of money due or to become due to it in accordance with the terms and provisions hereof and of the Reimbursement Agreement, then upon the final payment thereof this Twenty-Third Supplemental Indenture and the rights hereby granted shall cease, determine and be void; otherwise this Twenty-Third Supplemental Indenture shall remain in full force and effect.

THIS TWENTY-THIRD SUPPLEMENTAL INDENTURE FURTHER WITNESSETH, and it is expressly declared, that all Bonds issued and secured hereunder are to be issued, authenticated and delivered and all said property, rights and interests and any other amounts hereby assigned and pledged are to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as herein expressed, and the City has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective owners of the Bonds, as follows:

ARTICLE I

Definitions

All capitalized terms used herein unless otherwise defined shall have the same meaning as used in Article I of the Indenture. In addition, the following words and phrases shall have the following meanings for purposes of this Twenty-Third Supplemental Indenture:

“Alternate Letter of Credit” means an irrevocable direct pay letter of credit issued in accordance with Section 5.01(b) hereof.

“Authorized Denominations” means during the Weekly Mode and Flexible Mode, \$100,000 or any integral multiple hereof, and, during the Fixed Mode, \$5,000 or any integral multiple thereof.

“Available Moneys” means (i) moneys which have been paid to the Trustee by the City and have been on deposit with the Trustee for at least 91 days during and prior to which no Event of Bankruptcy shall have occurred and have not been commingled with any other moneys held for less than such 91 days during or prior to which no Event of Bankruptcy shall

have occurred, (ii) moneys on deposit with the Trustee representing proceeds from the issuance and sale of the Bonds or representing proceeds from the resale by the Remarketing Agent of Bonds purchased by the Remarketing Agent or the Trustee, which in each case were at all times since their deposit with the Trustee held in a separate and segregated account or accounts or sub-account or sub-accounts in which no moneys which were not Available Moneys were at any time held, (iii) moneys drawn under the Letter of Credit which in each case were at all times since their deposit with the Trustee held in a separate and segregated account or accounts or sub-account or sub-accounts in which no moneys other than those drawn under the Letter of Credit were at any time held, (iv) moneys which are derived from any other source if the Trustee has received an unqualified opinion of nationally recognized bankruptcy counsel acceptable to the Trustee and any rating agencies which have rated the Bonds that payment of such amounts to the Trustee do not constitute voidable preferences pursuant to the provisions of the United States Bankruptcy Code in the event of bankruptcy by or against the City, (v) if a Letter of Credit is not then in effect, moneys which are held by the Trustee and made available for the purposes herein, and (vi) proceeds from the investment of the foregoing types of moneys once such moneys have become Available Moneys; provided that such proceeds, moneys or income shall not be deemed to be Available Moneys if, among other things, an injunction, restraining order or stay is in effect preventing such proceeds, moneys, or income from being applied to make such payment or purchase.

“Bank” means [Name of Bank], in its capacity as issuer of the initial Letter of Credit, its successors in such capacity, and their assigns. If an Alternate Letter of Credit has been issued and delivered in accordance with Section 5.01(b) hereof, or if a Fixed Rate Letter of Credit has been issued in accordance with Section 5.01(c) hereof, “Bank” shall mean the issuer of such Alternate Letter of Credit or Fixed Rate Letter of Credit, as the case may be, its successors in such capacity, and their assigns, provided that if the term “Bank” as used in this Twenty-Third Supplemental Indenture clearly refers to a bank or other institution which issued a prior Letter of Credit, the term “Bank” shall include such bank or other institution to the extent the context shall require.

“Bank-owned Bonds” means Bonds purchased pursuant to clause (a)(4) of Section 2.08 hereof until such time as such Bonds are released by the Bank pursuant to the terms of the Reimbursement Agreement.

“Bond Registrar” means the person designated to serve as Bond Registrar pursuant to Section 2.14 hereof.

“Bondholder” or “holder” or “owner of the Bonds” or “registered owner” means the Registered Owner of any Bond.

“Bonds” means the Chicago O’Hare International Airport General Airport Third Lien Revenue Refunding Bonds, Series 2006 ___, authorized to be issued pursuant to Section 2.01 hereof.

“Business Day” means a day on which banks located in the city in which the principal corporate trust office of the Trustee is located and, if the Letter of Credit is in effect, in the city in which drafts may be presented under the Letter of Credit, are not required or

authorized to remain closed, and are not in fact closed and on which the New York Stock Exchange is not closed.

“City” means the City of Chicago, a municipal corporation and home rule unit of local government, organized and existing under the Constitution and laws of the State.

“Code” means the United States Internal Revenue Code of 1986, as amended. References to the Code and to Sections of the Code shall include relevant final, temporary or proposed regulations thereunder as in effect from time to time and as applicable to obligations issued on the date of issuance of the Bonds.

“Costs of Issuance Account” means the account of that name established in the 2006__ Dedicated Sub-Fund as described in Section 4.02 hereof.

“Credit Substitution Date” means the fifth Business Day preceding the expiration, cancellation or termination date of the Letter of Credit then in effect.

“Custody Account” means the account of that name established in Section 9.11 hereof.

“DTC” means The Depository Trust Company, New York, New York, or its nominee, and its successors and assigns, or any other depository performing similar functions.

“Date of Issuance” means the date of original issuance and delivery of the Bonds hereunder.

“Debt Service Reserve Account” means the account of that name established in the 2006__ Dedicated Sub-Fund as described in Section 4.02 hereof.

“Delivery Office” shall mean the following offices of the Remarketing Agent and the Trustee, respectively:

Remarketing Agent:

[Name of Remarketing Agent]

Attention: _____

Trustee:

LaSalle Bank National Association

135 South LaSalle Street

Chicago, Illinois 60603

Attention: Corporate Trust Administration

“Event of Bankruptcy” means the filing of a petition in bankruptcy or the commencement of a proceeding under the United States Bankruptcy Code or any other applicable law concerning insolvency, reorganization or bankruptcy by or against the City as debtor, other than any involuntary proceeding that has been finally dismissed without entry of an order for relief or similar order and as to which all appeal periods have expired.

“Exempt Facilities” means airports and functionally related and subordinate facilities within the meaning of and qualifying under Section 142(a)(1) of the Code.

“Fixed Mode” means an Interest Mode designated as such in a Mode Adjustment Notice and extending from the designated Mode Adjustment Date to the stated maturity date of the Bonds pursuant to Section 2.04 hereof.

“Fixed Rate” means the rate of interest borne by the Bonds in the Fixed Mode.

“Fixed Rate Conversion” means the conversion of the interest rate to be borne by all Bonds to the Fixed Rate pursuant to Section 2.04 hereof.

“Fixed Rate Conversion Date” means the date which has been designated by the City as the date upon which the Bonds begin to bear interest at the Fixed Rate as provided in Section 2.04 hereof, whether or not the Fixed Rate Conversion actually occurs on such date.

“Fixed Rate Letter of Credit” means an irrevocable direct pay letter of credit issued in accordance with Section 5.01(c) hereof.

“Flexible Date” means, with respect to each Bond in the Flexible Mode, the first Business Day next succeeding the last day of any Flexible Period. “Flexible Date” also means, with respect to each Bond, the Mode Adjustment Date commencing a Flexible Mode.

“Flexible Mode” means an Interest Mode during which the rate of interest borne by the Bonds is determined on a Flexible Date as set forth in Section 2.03(c) hereof.

“Flexible Period” means, with respect to each Bond, each consecutive Rate Period (from 1 to 270 days) established pursuant to Section 2.03(c) hereof during which such Bond shall bear interest at the Flexible Rate.

“Flexible Rate” means, with respect to each Bond for a Flexible Period, a fixed rate on such Bond established pursuant to Section 2.03(d) hereof.

“Indenture” means the Master Indenture of Trust Securing Chicago O’Hare International Airport General Airport Third Lien Obligations, dated as of March 1, 2002, as amended, from the City to the Trustee, pursuant to which Third Lien Obligations are authorized to be issued, and any amendments and supplements thereto, including this Twenty-Third Supplemental Indenture. References to Articles and Sections of the Indenture shall be deemed to refer to Articles and Sections of the Indenture as amended.

“Interest Mode” means a period of time relating to the frequency with which the interest rate on the Bonds is determined pursuant to Sections 2.03 and 2.04 hereof. An Interest Mode may be a Weekly Mode, a Flexible Mode or the Fixed Mode.

“Interest Payment Date” means as to any Weekly Mode, the first Business Day of each calendar month; as to any Flexible Period, the Flexible Date on which the next succeeding Flexible Period begins and the Mode Adjustment Date at the end of a Flexible Mode; and as to the Fixed Mode, January 1 and July 1.

“Interest Period” means, with respect to the Bonds, the period from and including each Interest Payment Date for each Interest Mode to and including the day immediately preceding the following Interest Payment Date for such Interest Mode, except that the first Interest Period shall be the period from and including the Date of Issuance to and including the day immediately preceding the first Interest Payment Date.

“Letter of Credit” means the irrevocable direct pay Letter of Credit relating to the Bonds issued by the Bank to the Trustee contemporaneously with the original issuance of the Bonds, or any extensions thereof, provided that upon the issuance and delivery of an Alternate Letter of Credit in accordance with Section 5.01(b) hereof or a Fixed Rate Letter of Credit in accordance with Section 5.01(c) hereof, “Letter of Credit” shall mean such Alternate Letter of Credit or Fixed Rate Letter of Credit, or any extension thereof, as the case may be.

“Letter of Credit Account” means the account of that name established in the 2006 __ Dedicated Sub-Fund as described in Section 4.02 hereof.

“Mandatory Purchase Date” means any date on which the Bonds shall be subject to mandatory purchase pursuant to Section 2.08 hereof.

“Mode Adjustment Date” means the Date of Issuance and thereafter each date on which an Interest Mode is adjusted.

“Mode Adjustment Notice” means the notice distributed to the Notice Parties of a new Interest Mode.

“Moody’s” means Moody’s Investors Service, Inc., a corporation organized and existing under the laws of the State of Delaware, its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “Moody’s” shall be deemed to refer to any other nationally recognized securities rating agency designated by the City by notice to the Trustee.

“Notice Parties” shall mean the City, the Trustee, any Co-Trustee, the Bank, the Remarketing Agent, any Paying Agent and the Bond Registrar; provided, however, that with respect to any party which is giving or sending a required notice hereunder “Notice Parties” shall not include the party giving or sending such notice.

“Ordinance” means the ordinance duly adopted and approved by the City Council of the City on _____, 2006, which authorize the issuance and sale of the Bonds and the execution of this Twenty-Third Supplemental Indenture and the Reimbursement Agreement.

“Participant,” when used with respect to any Securities Depository, means any participant of such Securities Depository.

“Paying Agent” means any Paying Agent designated by the Trustee pursuant to Section 9.12 hereof, and any successor thereto.

“Pledged Bonds” means Bonds held in the Custody Account hereunder.

“Principal and Interest Account” means the account of that name established in the 2006__ Dedicated Sub-Fund as described in Section 4.02 hereof.

“Principal and Interest Account Requirement” means (a) from _____, 2006, and thereafter for as long as the Bonds bear a Variable Rate, an amount equal to (i) six month’s interest on the Bonds based upon the aggregate principal amount of Bonds Outstanding as of the first day of the current Bond Year and an assumed interest rate of 12 percent, plus (ii) one-half of the Principal Installment coming due on the Bonds on the next succeeding January 1, and (b) during such time as the Bonds bear interest at a Fixed Rate, an amount, calculated as of each January 2, equal to the total Principal Installments and interest due on the Bonds during the twelve-month period ending on the next succeeding January 1.

“Prior Airport Obligations” means _____.

“Program Fee Account” means the account of that name established in the 2006__ Dedicated Sub-Fund as described in Section 4.02 hereof.

“Program Fees” means:

(a) the fees, expenses and other charges payable to each Fiduciary, including the Trustee and any Paying Agent, pursuant to the provisions of Section 1006 of the Indenture; provided that if at any time there shall be any Series of Third Lien Obligations Outstanding other than the Bonds, then “Program Fees,” for purposes of this Twenty-Third Supplemental Indenture, shall mean only such portion of such fees, expenses and other charges as shall be payable with respect to, or properly allocable to, the duties performed by each such Fiduciary with respect to the Bonds;

(b) the fees, expenses and other charges payable hereunder or under the Remarketing Agreement to the Remarketing Agent;

(c) the fees, expenses and other charges constituting Series 2006__ Bank Obligations (exclusive of amounts, representing reimbursement of draws under the Letter of Credit or interest thereon or prepayment penalties with respect thereto) payable under the Reimbursement Agreement to the Bank; and

(d) any other fees, expenses and other charges of a similar nature payable by the City to any person hereunder or otherwise with respect to the Bonds.

“Purchase Date” means the Business Day designated by the owner of a Bond in the Weekly Mode in a Tender Notice as the date for purchase by the Trustee of such Bond in accordance with Section 2.06 hereof.

“Purchase Price” means an amount equal to 100% of the principal amount of any Bond tendered or deemed tendered pursuant to Section 2.06 or Section 2.08 hereof, plus accrued and unpaid interest thereon to the Purchase Date, except that if the Purchase Date under Section 2.06 hereof or the Mandatory Purchase Date under Section 2.08 hereof is an Interest Payment Date for any Bond, the Purchase Price of such Bond shall not include accrued and unpaid interest

thereon due and payable on such Interest Payment Date (provision for which is made in Section 4.06 of this Twenty-Third Supplemental Indenture).

“Rate Adjustment Date” means the date as of which the interest rate determined for a Rate Period shall be effective, which (i) during a Weekly Mode shall be the day immediately succeeding each Rate Determination Date, (ii) during a Flexible Mode shall be the Flexible Date commencing each Flexible Period, and (iii) during the Fixed Mode shall be the Fixed Rate Conversion Date; provided, however, that in the event a new Interest Mode shall be designated, the Mode Adjustment Date shall be a Rate Adjustment Date.

“Rate Determination Date” means, with respect to the Bonds, (i) during a Weekly Mode, each Tuesday, or if such Tuesday is not a Business Day, the immediately succeeding Business Day, (ii) for a Flexible Period, not later than 12:30 p.m., New York City time, on the Flexible Date commencing such Flexible Period, and (iii) for the Fixed Mode, a date not later than the Business Day before the Rate Adjustment Date.

“Rate Period” means the period from a Rate Adjustment Date to but not including the next succeeding Rate Adjustment Date.

“Record Date” means during a Weekly Mode and Flexible Mode, the close of business on the Business Day immediately preceding each Interest Payment Date, and during the Fixed Mode, June 15 and December 15 of each year.

“Registered Owner” or “Owner” means the person or persons in whose name or names a Bond shall be registered on the books of the City kept for that purpose in accordance with the provisions hereof.

“Reimbursement Agreement” means the Reimbursement Agreement dated as of _____, 2006 between the City and the Bank pursuant to which the Letter of Credit is issued by the Bank and delivered to the Trustee, and any and all modifications, alterations, amendments and supplements thereto; except that, upon the issuance and delivery of an Alternate Letter of Credit in accordance with Section 5.01(b) hereof or a Fixed Rate Letter of Credit in accordance with Section 5.01(c) hereof, “Reimbursement Agreement” shall mean the reimbursement or credit agreement between the City and the issuer of such Alternate Letter of Credit or Fixed Rate Letter of Credit, as the case may be, and any and all modifications, alterations, amendments and supplements thereto.

“Remarketing Agent” means [Name of Remarketing Agent], and its successors and assigns.

“Remarketing Agreement” means the Remarketing Agreement dated as of _____, 2006, among the City, the Trustee and the Remarketing Agent, or any replacement or substitute remarketing agreement with respect to the Bonds entered into by the City.

“Reserve Requirement” means [an amount equal to the lesser of (a) \$ _____, or (b) the maximum amount of Annual Third Lien Debt Service payable on the Bonds for the current or any future Bond Year.]

“Securities Depository” means DTC and any other securities depository registered as a clearing agency with the Securities and Exchange Commission pursuant to Section 17A of the Securities Exchange Act of 1934, as amended, and appointed as the securities depository for the Bonds.

“Series 2006__ Bank Note” means, collectively, any and all notes issued by the City to the order of the Bank under the Reimbursement Agreement in connection with the issuance of the Bonds.

“Series 2006__ Bank Obligations” means any and all amounts due and owing to the Bank under the Series 2006__ Bank Note and the Reimbursement Agreement, including, but not limited to, reimbursement of amounts paid by the Bank as a result of a draw or draws on the Letter of Credit, the repayment of amounts due under the Series 2006__ Bank Note together with interest thereon and fees and charges payable to the Bank.

“S&P” means Standard & Poor’s, a division of McGraw-Hill, Inc., its successors and assigns, and, if S&P shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “S&P” shall be deemed to refer to any other nationally recognized securities rating agency designated by the City by notice to the Trustee.

“State” means the State of Illinois.

“Tender Notice” means, except as otherwise provided in Section 2.15(f)(ii) hereof, written notice of an owner delivered to the Trustee evidencing an owner’s election to tender Bonds in the Weekly Mode, all in accordance with Section 2.06 hereof.

“Trust Estate” means the property conveyed to the Trustee pursuant to the Granting Clauses hereof.

“Trustee” means LaSalle Bank National Association, a national banking association organized and existing under the laws of the United States of America, and its successors and any entity resulting from or surviving any consolidation or merger to which it or its successors may be a party, and any successor Trustee at the time serving as successor trustee hereunder.

“Twenty-Third Supplemental Indenture” means this Twenty-Third Supplemental Indenture and any amendments and supplements hereto.

“2006__ Dedicated Sub-Fund” means the fund of that name established and described in Section 4.02 hereof.

“Undelivered Bonds” means (i) Bonds which are deemed to have been purchased as provided in Section 2.08 hereof or (ii) Bonds for which a valid and effective Tender Notice has been received, but, in either case, which Bonds have not been delivered to the Trustee or any Paying Agent as required hereunder.

“Variable Rate” means the rate of interest payable on the Bonds prior to the Fixed Rate Conversion, determined for each Interest Mode as provided in Section 2.03 hereof.

“Weekly Mode” means an Interest Mode during which the rate of interest borne by the Bonds is determined as set forth in Section 2.03(b) hereof.

“Weekly Rate” means, for each Rate Period during any Weekly Mode, the rate of interest established pursuant to Section 2.03(d) hereof.

ARTICLE II

The Bonds

Section 2.01. Authorized Amount of Bonds. No Bonds may be issued under the provisions of this Twenty-Third Supplemental Indenture except in accordance with this Article. The Bonds are being issued to provide funds to pay and retire the Prior Airport Obligations and to pay Costs of Issuance of the Bonds. Except as provided in Section 2.13 hereof, the total principal amount of Bonds that may be issued hereunder is expressly limited to \$ _____.

Section 2.02. Issuance of Bonds; Denominations; Numbers. The Bonds shall be designated “City of Chicago, Chicago O’Hare International Airport General Airport Third Lien Revenue Refunding Bonds, Series 2006__” and shall, except as otherwise provided in this Section 2.02, be dated the date of delivery of the Bonds and shall bear interest from the date thereof, and thereafter shall be dated on and shall bear interest from the Interest Payment Date next preceding the date of authentication, unless the date of authentication is an Interest Payment Date to which interest has been paid or duly provided for, in which case from the date thereof or unless no interest has been paid or duly provided for on the Bonds, in which case from the date of delivery of the Bonds until paid, in each case at the rates set forth in Sections 2.03 and 2.04 hereof, and shall mature, unless sooner paid, on **January 1, _____**, on which date all unpaid principal and interest on the Bonds shall be due and payable.

The Bonds shall be issued as registered bonds without coupons. During any Weekly Mode or Flexible Mode, the Bonds shall be issued in denominations of \$100,000 each or any integral multiple thereof, and during the Fixed Mode the Bonds shall be issued in denominations of \$5,000 each or any integral multiple thereof. The Bonds shall be numbered consecutively from R-1 upwards bearing numbers not then contemporaneously outstanding (in order of issuance) according to the records of the Bond Registrar.

The principal of, premium, if any, and interest on the Bonds shall be payable in lawful money of the United States of America. The principal of and premium, if any, on all Bonds shall be payable at the principal corporate trust office of the Trustee upon the presentation and surrender of the Bonds as the same become due and payable. The interest on the Bonds shall be paid by check drawn upon the Trustee and mailed to the persons in whose names the Bonds are registered at his or her address as it appears on the registration books maintained by the Bond Registrar at the close of business on the Record Date next preceding each Interest Payment Date or at such other address as is furnished in writing by such owner to the Bond Registrar. Interest on the Bonds shall be paid by wire transfer to any registered owner who at the close of business on such Record Date has given written notice of his or her wire transfer address in the continental United States to the Bond Registrar prior to such Record Date (which notice may

provide that it will remain in effect until revoked), provided that each such wire transfer shall only be made with respect to an owner of \$1,000,000 or more in aggregate principal amount of the Bonds as of the close of business on such Record Date.

Promptly on each Record Date, the Trustee shall calculate the amount of interest to be paid on the next succeeding Interest Payment Date and shall, not later than 12:00 noon, New York City time, on the Record Date next preceding such Interest Payment Date, notify the City of the amount of interest to be paid.

Section 2.03. Interest Rates on Bonds.

(a) **General.** The interest on the Bonds in a Weekly Mode or Flexible Mode shall be payable on the applicable Interest Payment Date as herein described, computed on the basis of a 365 or 366-day year, as applicable, for the number of days actually elapsed. The initial Interest Payment Date shall be _____, 2006. The interest on the Bonds in the Fixed Mode shall be payable semiannually on January 1 and July 1 of each year, computed on the basis of a 360-day year, consisting of twelve 30-day months. The Bonds shall bear interest for each Rate Period at the rate determined by the Remarketing Agent for such Rate Period. For the period from and including the date of initial authentication and delivery of the Bonds to and including _____, 2006, the interest rate on the Bonds shall be _____ % per annum.

(b) **Weekly Mode.** For a Weekly Mode the interest rate for the Bonds shall be determined in the following manner. At or before 2:00 p.m., New York City time, on each Rate Determination Date for each Weekly Mode the Remarketing Agent shall determine, in accordance with subparagraph (d) hereof, the Weekly Rate to be borne by the Bonds during the relevant Rate Period. The Weekly Rate so determined shall be effective as of the relevant Rate Adjustment Date. The Remarketing Agent shall promptly notify the Trustee of the Weekly Rate, promptly confirmed in writing.

(c) **Flexible Mode.** (1) For a Flexible Mode the interest rate on the Bonds shall be determined in the following manner. At or before 12:30 p.m., New York City time, on the Rate Determination Date for each Flexible Period the Remarketing Agent shall determine, in accordance with subparagraph (d) hereof, the Flexible Rate to be borne by the related Bond or Bonds during the relevant Rate Period. The Flexible Rate so determined shall be effective as of the relevant Rate Adjustment Date.

(2) Each Flexible Period shall be determined by the Remarketing Agent (which may be from one to 270 days) based upon the Remarketing Agent's judgment after consultation with the City that the length of the Flexible Period will be beneficial to the City. Interest on the Bonds bearing interest at a Flexible Rate will accrue from the Flexible Date commencing such Flexible Period to, and including, the last day of such Period.

Each Flexible Period shall be established by the Remarketing Agent such that:

(i) the Interest Payment Date for such Flexible Period is not less than ten days prior to the stated expiration date or termination date of the Letter of Credit then in effect;

(ii) the Interest Payment Date for such Flexible Period shall be a Business Day;

(iii) in the event any Bonds are subject to mandatory redemption or the City has given a directive to the Trustee to redeem Bonds pursuant to Section 3.01 hereof, no Flexible Period for such Bonds shall extend beyond the mandatory redemption date or redemption date provided in such directive; provided that in either case if the Bonds shall be redeemed in part, the Flexible Period for the Bonds not to be so redeemed may, but shall not be required to, extend beyond the redemption date provided in such directive; and

(iv) no Flexible Period determined by the Remarketing Agent shall extend beyond a Mode Adjustment Date, Fixed Rate Conversion Date or Credit Substitution Date.

There can be different Flexible Periods and thus different Flexible Rates for the Bonds at any one time.

The Flexible Period for each Bond that is not remarketed by the Remarketing Agent shall have a duration of one day; provided, however, that if the day succeeding any Flexible Period of one day's duration would not be a Business Day, such Flexible Period shall have a duration equal to the number of days required so that the day immediately succeeding the last day of such Flexible Period shall be a Business Day. Such Bond shall bear interest at the Flexible Rate corresponding to the duration of such Flexible Period, as determined by the Remarketing Agent, from the applicable Rate Adjustment Date through the expiration of such Flexible Period.

(3) The Remarketing Agent shall promptly notify the City, the Trustee and the Bank of the Flexible Rate and Flexible Period so determined, promptly confirmed in writing.

(d) The Remarketing Agent shall determine each Variable Rate on each Rate Determination Date as that rate which, in the sole judgment of the Remarketing Agent, shall be the interest rate borne by a Bond necessary to enable the Remarketing Agent to sell such Bond on such Rate Determination Date at a price equal to 100% of the principal amount and accrued interest, if any, thereon. In determining each Variable Rate pursuant to this Section 2.03, the Remarketing Agent shall take into account to the extent applicable (1) market interest rates for comparable securities held by tax exempt, open-end municipal bond funds or other institutional or private investors with substantial portfolios (i) with interest rate adjustment periods and demand purchase options substantially identical to the Bonds, (ii) bearing interest at a variable rate intended to maintain a value equal to 100% of the principal amount thereof, and (iii) rated by a national credit rating agency in the same category as the Bonds; (2) other financial market rates and indices which may have a bearing on the Variable Rate (including, but not limited to, rates borne by commercial paper, tax-exempt commercial paper, HUD project notes, Treasury Bills, commercial bank prime rates, certificate of deposit rates, federal funds rates, the London Interbank Offered Rate, indices maintained by *The Bond Buyer*, and other publicly available tax-exempt interest rate indices); (3) general financial market conditions (including current forward

supply); and (4) industry, economic or financial conditions which may affect or be relevant to the Bonds.

(e) The determination by the Remarketing Agent in accordance with this Section 2.03 of the Weekly Rate, the Flexible Period and the Flexible Rate shall be conclusive and binding on the owners of the Bonds and the Notice Parties. Failure by the Trustee or any Paying Agent to give any notice required hereunder, or any defect therein, shall not affect the interest rate borne by the Bonds or the rights of the owners thereof pursuant to Section 2.06 hereof.

(f) If for any reason the position of Remarketing Agent is vacant or the Remarketing Agent fails to act on the Rate Determination Date, (i) if the Bonds are in a Weekly Mode, the Weekly Rate for the immediately preceding Rate Period shall remain in effect until a new Remarketing Agent is appointed or the Remarketing Agent determines a new Weekly Rate, and (ii) if the Bonds are in the Flexible Mode, each successive Flexible Period shall be equal to 30 days and the Flexible Rate shall be equal to *The Bond Buyer Tax-Exempt Prime Commercial Paper Rate (30 days)* for the most recent period or any comparable composite rate for short-term, tax-exempt securities, as determined by the Trustee.

(g) Anything herein or in the Bonds to the contrary notwithstanding, no payment constituting interest on the Bonds shall be required to the extent that it exceeds the lesser of (i) ___% per annum, or (ii) if the Bonds are secured by a Letter of Credit, the maximum interest rate on the Bonds used for purposes of calculating the stated amount of the Letter of Credit.

Section 2.04. Conversion to Fixed Rate on Bonds. (a) At the option of the City, the rate of interest payable on the Bonds shall be permanently converted from a Variable Rate to the Fixed Rate. The Fixed Rate Conversion Date shall be any Interest Payment Date for which the applicable notices described in subparagraph (d) of this Section 2.04 have been given. In order to exercise the Fixed Rate Conversion option, the City shall deliver a Mode Adjustment Notice to the Notice Parties directing such Fixed Rate Conversion. The Mode Adjustment Notice shall specify the period during which the Fixed Rate shall be determined and the Fixed Rate Conversion Date, which shall be not less than 35 days following the receipt by the Trustee of such Fixed Rate Conversion notice. Such notice shall be accompanied by a Fixed Rate Letter of Credit or a binding commitment therefor or if no Fixed Rate Letter of Credit will be effective after the Fixed Rate Conversion Date, a statement by the City to that effect.

(b) No Fixed Rate shall be established unless, on or before 35 days prior to the Fixed Rate Conversion Date, an opinion of Bond Counsel has been delivered to the Trustee to the effect that the Fixed Rate Conversion in accordance with the provisions of this Twenty-Third Supplemental Indenture (1) is lawful under the Constitution and laws of the State and complies with the provisions of this Twenty-Third Supplemental Indenture, and (2) will not adversely affect the exclusion of interest on the Bonds from gross income for Federal income tax purposes (other than with respect to an alternative minimum tax imposed on interest on the Bonds). Such opinion of Bond Counsel shall be confirmed in writing by such Bond Counsel on the Fixed Rate Conversion Date.

(c) Unless and until the conditions for Fixed Rate Conversion set forth in this Section 2.04 are satisfied, the Bonds shall continue in the then current Interest Mode and continue to bear interest at a Variable Rate determined as provided in Section 2.03 hereof.

(d) Unless the City exercises its option not to convert as described in subparagraph (e) below, the Trustee shall give telephonic notice, confirmed in writing, to the Bank of the date of the Fixed Rate Conversion and shall mail by first class mail a notice to each owner of the Bonds not less than 30 days prior to the Fixed Rate Conversion Date stated in the notice from the City stating:

- (1) that the interest rate on the Bonds may be converted to a Fixed Rate;
- (2) the Fixed Rate Conversion Date;
- (3) that after the Fixed Rate Conversion the owners of the Bonds will no longer have the right to tender Bonds to the Trustee for purchase, specifying the last times and dates prior to the Fixed Rate Conversion Date on which such Bonds must be delivered for purchase, and upon which notice must be given; and
- (4) that all Bonds will be purchased pursuant to Section 2.08 hereof on the Fixed Rate Conversion Date.

(e) The City shall have the option, to be exercised prior to the date the Trustee mails a notice to each owner of the Bonds pursuant to subparagraph (d) above, to elect not to convert the Bonds to the Fixed Mode. The City shall give any such notice to the Notice Parties in writing. If the City elects not to convert the Bonds to the Fixed Mode, the Bonds shall continue in the then current Interest Mode and continue to bear interest at a Variable Rate determined as provided in Section 2.03 hereof.

(f) Not later than the last Business Day preceding the Fixed Rate Conversion Date, the Remarketing Agent shall determine the Fixed Rate as that rate of interest which, in the sole judgment of the Remarketing Agent, would result as nearly as practicable in the market value of the Bonds on the Fixed Rate Conversion Date being equal to 100% of the principal amount thereof. Notice of the Fixed Rate shall be promptly given by the Remarketing Agent to the Trustee and the other Notice Parties. In determining the Fixed Rate pursuant to this Section, the Remarketing Agent shall take into account to the extent applicable (1) market interest rates for comparable securities which are held by institutional and private investors with substantial portfolios (i) with a term equal to the period to maturity remaining on the Bonds, (ii) the interest on which is exempt from Federal income taxation, (iii) rated, if the Bonds are rated by a national credit rating agency, in the same rating category as the Bonds, and (iv) with redemption provisions similar to those of the Bonds; (2) other financial market rates and indices which have a bearing on the Fixed Rate (including, but not limited to, rates borne by industrial development bonds, pollution control revenue bonds, public power bonds, housing bonds, other revenue bonds, general obligation bonds, United States Treasury obligations, commercial bank prime rates, certificate of deposit rates, federal funds rates, indices maintained by *The Bond Buyer* and other publicly available tax-exempt interest rate indices); (3) general financial market conditions (including current forward supply); and (4) industry, economic or financial conditions which may affect or be relevant to the Bonds. Upon the date stated in the Mode Adjustment Notice as

the Fixed Rate Conversion Date, the Fixed Rate shall be effective and shall be equal to the Fixed Rate so determined by the Remarketing Agent.

(g) The determination of the Fixed Rate by the Remarketing Agent in accordance with this Section shall be conclusive and binding on the owners of the Bonds and the other Notice Parties.

(h) If for any reason the position of Remarketing Agent is vacant or the Remarketing Agent fails to act by the Fixed Rate Conversion Date, the Bonds shall continue to bear interest in the then current Interest Mode and continue to bear interest at the Variable Rate determined as provided in Section 2.03 hereof.

(i) Upon any Fixed Rate Conversion as provided in this Section, the Bonds shall be subject to mandatory purchase in accordance with Section 2.08 hereof, and the owners shall be notified of the Fixed Rate Conversion as provided herein and therein. No Bonds (other than Bonds remarketed as Fixed Rate Bonds) shall be remarketed by the Remarketing Agent subsequent to the date of notice of Fixed Rate Conversion unless the Remarketing Agent procures an acknowledgment from the purchaser of such remarketed Bonds of receipt of notice of (1) the Fixed Rate Conversion and (2) the fact that there may not be a Fixed Rate Letter of Credit in effect after the Fixed Rate Conversion. The Bonds shall be deemed purchased and shall be delivered to the Remarketing Agent for remarketing in accordance with Section 2.07 hereof.

(j) Not later than 31 days prior to a proposed Fixed Rate Conversion Date, the City may direct the Trustee in writing to select in advance of the date on which the Trustee would otherwise do so the Bonds to be redeemed prior to maturity pursuant to Section 3.01(b) hereof on each subsequent mandatory redemption date specified in such direction. Thereafter, but not later than ten days prior to the effective date of such conversion, the Trustee shall:

(1) assign a distinctive number (a "Tentative Serial Bond Number") to each \$5,000 in principal amount of the Bonds then outstanding;

(2) treating each Tentative Serial Bond Number as a separate Bond, select by lot in such manner as the Trustee deems appropriate and fair the particular Bonds to be redeemed on each subsequent mandatory redemption date specified in the City's direction, in such manner that the aggregate principal amount of Bonds required by Section 3.01(b) hereof to be redeemed on each such date shall be so redeemed;

(3) assign to each Bond selected to be redeemed prior to maturity a distinctive number (a "Permanent Serial Bond Number") corresponding to its Tentative Serial Bond Number, whereupon the Tentative Serial Bond Numbers previously assigned to all such Bonds and to any Bonds not so selected shall lapse and shall no longer be effective; and

(4) provide the City, the Remarketing Agent and the Bank with copies of a list of all Permanent Serial Bond Numbers assigned to the Bonds and the date on which each Bond bearing a Permanent Serial Bond Number is scheduled to be redeemed prior to its stated maturity.

The Trustee shall cause to be noted on each Bond thereafter authenticated the Permanent Serial Bond Number or Numbers, if any, assigned to such Bond and the date on which the Bond or a portion thereof in the principal amount of \$5,000 bearing such permanent Serial Bond Number is scheduled to be redeemed. In addition the Remarketing Agent shall apply for and, if available, cause to be printed on each Bond scheduled to be redeemed on a particular date pursuant to the preceding provisions of this Section a separate CUSIP number that, either on its face or by reference to an index or directory or otherwise, identifies the date on which such Bond is scheduled to be redeemed prior to its stated maturity date.

Solely for the purpose of selecting Bonds for redemption prior to maturity, whether at the option of the City pursuant to Section 3.01(b) hereof or otherwise, all of the Bonds scheduled to be redeemed on a particular date pursuant to the preceding provisions of this Section shall be deemed to mature on that date.

If any condition to the Fixed Rate Conversion to a Fixed Rate shall not have been satisfied on the Fixed Rate Conversion Date, the mandatory redemption dates determined pursuant to this Section 2.04(j) shall be of no force or effect.

Section 2.05. Interest Modes. (a) The Interest Mode from the Date of Issuance until further designated by the Remarketing Agent shall be a Weekly Mode. Thereafter, in order to designate a new Interest Mode which shall apply to all Bonds (other than as provided in Section 2.04 hereof which allows the City to convert to the Fixed Mode), the Remarketing Agent, in consultation with the City, shall provide a Mode Adjustment Notice to the Notice Parties stating (1) the Mode Adjustment Date, which date shall be an Interest Payment Date at least 20 days, in the case of a change to a Weekly Mode or Flexible Mode, after the date on which the Mode Adjustment Notice is received by the Trustee, and (2) the Interest Mode that will be effective on such Mode Adjustment Date; furthermore, in the case of a change from a Flexible Mode to any other Interest Mode, such Mode Adjustment Date must be an Interest Payment Date with respect to all Bonds. The Remarketing Agent may designate a new Interest Mode upon a determination by the Remarketing Agent that a change to the Interest Mode would result in the lowest overall cost to the City.

(b) Not later than five days following receipt by the Trustee of a Mode Adjustment Notice, the Trustee shall mail to each Bond owner by registered or certified mail a notice containing the same information as that contained in the Mode Adjustment Notice.

(c) The owners of the Bonds, by their acceptance of the Bonds, agree to tender their Bonds to the Trustee, as more specifically provided for in Section 2.08 hereof.

(d) If for any reason following the delivery of any Mode Adjustment Notice, a new Interest Mode, a new Rate Period or the Fixed Rate is not effective, the Bonds shall continue to bear interest in the then current Interest Mode, and all rights, privileges and obligations of the Bondholders and the Notice Parties shall continue as they were as though such Mode Adjustment Notice had not been given, except the provisions of Section 2.08 hereof shall be applicable. The failure of a new Interest Mode, a new Rate Period or the Fixed Rate to become effective shall not be deemed to be a default under this Twenty-Third Supplemental Indenture.

(e) From the date on which (1) the City gives notice to the Trustee of its election to redeem any Bonds pursuant to Section 3.01 hereof, (2) the Trustee gives the notice of a mandatory purchase pursuant to Section 2.08 hereof, or (3) the Remarketing Agent gives a Mode Adjustment Notice, to the day on which such redemption, purchase or Interest Mode adjustment is scheduled to occur, no new Interest Mode may become effective with respect to Bonds affected by such events. The Remarketing Agent shall upon designation of a Mode Adjustment Date or Fixed Rate Conversion Date only remarket Bonds for delivery not later than such Mode Adjustment Date or Fixed Rate Conversion Date, as the case may be.

(f) For each Interest Mode, the Interest Payment Date and method of calculating interest due, the Record Date, the dates of the Mode Adjustment Notice, the Optional Tender Notice, the Optional Tender Date, the date of delivery of Bonds upon Optional Tender, the Rate Determination Date, the Rate Adjustment Date and the date of the Notice of Variable/Fixed Rate shall be determined in accordance with the schedule set forth upon the following pages, provided that in the event of any conflict between the provisions of this Section 2.05(f) and any other provisions of this Twenty-Third Supplemental Indenture, such other provisions shall govern:

	<u>Flexible Mode</u>	<u>Weekly Mode</u>
Interest Payment Date and Method of Calculation	Flexible Date on which next succeeding Flexible Period begins and Mode Adjustment Date at end of Flexible Mode; on actual days elapsed over 365/366 day year	First Business Day of month; on actual days elapsed over 365/366 day year
Record Date	Business Day preceding Interest Payment Date	Business Day preceding Interest Payment Date
Mode Adjustment Notice	Trustee to mail notice to owner not later than 15 days preceding Mode Adjustment Date	Trustee to mail notice to owner not later than 15 days preceding Mode Adjustment Date
Optional Tender Notice	None	Irrevocable written Tender Notice to Trustee; not later than 3:00 p.m. New York City time on any Business Day
Optional Tender Date	None	Business Day specified in written Tender Notice at least seven days following notice
Delivery of Bonds Upon Optional Tender	None	12:00 noon New York City time on Purchase Date

	<u>Flexible Mode</u>	<u>Weekly Mode</u>
Rate Determination Date	For each Bond by 12:30 p.m. New York City time on the Flexible Date commencing the relevant Flexible Period	By 2:00 p.m., New York City time, each Tuesday or, if Tuesday is not a Business Day, the immediately succeeding Business Day
Rate Adjustment Date and Rate Period	For each Bond, the Flexible Date commencing the relevant Flexible Period for such Bond; effective for relevant Flexible Period (not to exceed 270 days)	Wednesday of each week or the Business Day immediately succeeding the Rate Determination Date, effective through the immediately succeeding Rate Determination Date
Notice of Variable/Fixed Rate	Notice to owner through confirmation mailed by Remarketing Agent promptly after Flexible Date commencing the relevant Flexible Period	

Fixed Mode

Interest Payment Date and Method of Calculation	Semi-annually on January 1 and July 1; on 360 day year of twelve 30-day months
Record Date	June 15 and December 15
Mode Adjustment Notice	Trustee to mail notice to owner not later than 30 days preceding Fixed Rate Conversation Date
Optional Tender Notice	None
Optional Tender/Purchase Date	None
Delivery of Bonds Upon Optional Tender	None

Rate Determination Date	One time determination of the Fixed Rate by last Business Day preceding Fixed Rate Conversion Date
Rate Adjustment Date	Fixed Rate Conversion Date, effective until redemption or final maturity of Bonds
Notice of Variable/Fixed Rate	Remarketing Agent to mail owner notice of Fixed Rate promptly after determination thereof

Section 2.06. Purchase of Bonds. (a) During any Weekly Mode, any Bond (other than Pledged Bonds or Bank-owned Bonds) shall be purchased by the Trustee in accordance with Section 9.06 hereof on any Purchase Date at the Purchase Price thereof upon the demand of the owner. As a condition precedent to the purchase of Bonds on any Purchase Date, the owner must deliver to the Trustee at its Delivery Office (i) a Tender Notice not later than 3:00 p.m., New York City time, on any Business Day, and (ii) unless other delivery has been made satisfactory to the Trustee at any time the Bonds are held in book-entry form by a Securities Depository, the Bonds, together with an appropriate instrument of transfer or a blank bond power, not later than 12:00 noon, New York City time, on the Purchase Date. Owners delivering Bonds to the Trustee after the applicable time on the applicable date as set forth above shall not be entitled to receive payment of the Purchase Price from the Trustee until the Business Day following the date of delivery of the Bonds.

Provided the Tender Notice and Bonds are delivered by the time and in the manner specified herein, tendered Bonds shall be purchased by the Trustee on the Purchase Date which shall be on the Business Day specified in the Tender Notice which is at least seven days (which day must be a Business Day) immediately following receipt of the Tender Notice by the Trustee and not later than the then next succeeding Mode Adjustment Date.

(b) Any Tender Notice received by the Trustee pursuant to this Section shall be effective upon receipt and shall be irrevocable. Any Bond for which such Tender Notice has been received shall be deemed to have been tendered on the Purchase Date, and such owner shall not be entitled to any payment (including any interest accrued from or subsequent to the Purchase Date) other than the Purchase Price for such Undelivered Bonds, and any Undelivered Bonds shall no longer be entitled to the benefits of the Indenture, except for the payment of the Purchase Price therefor and interest thereon to such Purchase Date.

(c) It is the express intention of the parties hereto that any purchase, sale or transfer of Bonds, as provided in this Section, shall not constitute or be construed to be the extinguishment of any Bonds or the reissuance of any Bonds.

(d) The Tender Notice shall state (i) the CUSIP number of the Bond, (ii) the principal amount thereof, and if less than all of the Bond is being tendered for purchase, the amount being tendered, (iii) the name of the registered owner of the Bond and (iv) the date such Bond is to be purchased, and the written Tender Notice shall be signed by the owner thereof, with such signature guaranteed by a commercial bank or trust company having an office or correspondent in New York City or a member organization of a registered national stock exchange.

Section 2.07. Remarketing of Bonds. (a) Upon the tender of any Bonds in accordance with Section 2.06 or 2.08 hereof, the Remarketing Agent shall offer for sale and use its best efforts to sell such Bonds (or portion thereof) on any Purchase Date or Mandatory Purchase Date for such Bonds at the Purchase Price. If the Bonds are not remarketed, the Remarketing Agent shall continue to use its best efforts to remarket the Bonds unless otherwise directed by the City.

(b) The Remarketing Agent shall not remarket any Bonds pursuant to this Section 2.07 (i) if an Event of Default shall have occurred and be continuing hereunder with respect to the Bonds or (ii) except in compliance with this Twenty-Third Supplemental Indenture.

Section 2.08. Mandatory Purchase. (a) The Bonds shall be subject to mandatory purchase prior to maturity at the Purchase Price (1) on the Mode Adjustment Date beginning any Flexible Mode, (2) on the Fixed Rate Conversion Date or on any Credit Substitution Date, (3) on the Interest Payment Date for any Flexible Period, and (4) on the day ten days after the Bank delivers notice to the Trustee of the occurrence of an event of default under the Reimbursement Agreement and that the Letter of Credit is being terminated pursuant to its terms by the Bank.

(b) The Trustee shall, prior to the Fixed Rate Conversion Date, give notice to each owner pursuant to Section 2.04(d) hereof.

(c) In connection with any mandatory purchase of Bonds upon a Mode Adjustment Date, the Trustee shall not later than five days following receipt of the Mode Adjustment Notice from the Remarketing Agent pursuant to Section 2.05(a) hereof send by first class mail a notice of mandatory purchase to each owner which in substance shall state the following:

- (1) the Mode Adjustment Date as set forth in Section 2.05 hereof;
- (2) that all owners of Bonds shall be deemed to have tendered their Bonds for purchase on the applicable Mode Adjustment Date; and
- (3) delivery instructions for the Bonds to be surrendered for mandatory purchase and the time by which such Bonds must be delivered.

Failure by the Trustee to give such notice by mail or any defect therein shall not affect the validity of any mandatory purchase or extend the time when such mandatory purchase shall be made.

(d) In connection with any mandatory purchase of Bonds upon a day described in paragraph (a)(4) of this Section, the Trustee shall not later than five days following receipt of the notice from the Bank send by registered or certified mail a notice of mandatory purchase to each owner which in substance shall state the following:

- (1) the Mandatory Purchase Date;
- (2) that all owners of Bonds subject to such mandatory purchase shall be deemed to have tendered their Bonds for purchase; and
- (3) delivery instructions for the Bonds to be surrendered for mandatory purchase and the time by which the Bonds must be delivered.

Failure to give any such notice to any owner of the Bonds or any defect therein shall not affect the validity of any such mandatory purchase or extend the time when such mandatory purchase shall be made.

(e) In connection with any Credit Substitution Date (other than as described in (d) above), the Trustee shall promptly give immediate notice by registered or certified mail, not less than 20 days and not more than 25 days prior to each Credit Substitution Date, to the Bank and to each owner of Bonds that all Bonds shall be subject to mandatory purchase on such Credit Substitution Date. Such notice shall state in substance the following:

- (1) on and after such Credit Substitution Date the Bonds will not be entitled to the benefit of the then existing Letter of Credit, and whether any Alternate Letter of Credit or Fixed Rate Letter of Credit will thereafter be in effect;
- (2) whether any rating on the Bonds issued by Moody's, S&P or any other rating agency then in effect will be reduced, suspended or withdrawn; provided if the Trustee shall not have been given notice and evidence that any such rating will or will not be reduced, suspended or withdrawn, the notice shall state that such rating on the Bonds may be reduced, suspended or withdrawn; and
- (3) that all owners of Bonds shall be deemed to have tendered such Bonds for purchase on such Credit Substitution Date.

Failure to give any such notice to any owner of the Bonds or any defect therein shall not affect the validity of any such mandatory purchase or extend the time when such mandatory purchase shall be made.

(f) In connection with Bonds in a Flexible Mode, the Remarketing Agent shall send by first class mail a confirmation notice to owners upon the purchase of Bonds by such owner which in substance shall state the following:

- (1) the Flexible Rate;
- (2) the Flexible Period;
- (3) the Interest Payment Date; and
- (4) the Mandatory Purchase Date.

(g) In the event the Bonds become subject to mandatory purchase pursuant to this Section 2.08, the Trustee shall hold any investments (or the proceeds thereof) in the Letter of Credit Account without reinvestment until the applicable Mandatory Purchase Date.

Section 2.09. Execution; Limited Obligations. The Bonds shall be executed on behalf of the City with the official manual or facsimile signature of the Mayor of the City and attested with the official manual or facsimile signature of its City Clerk, and shall have affixed, impressed, imprinted or otherwise reproduced thereon the corporate seal of the City or a facsimile thereof. The Bonds are issued pursuant to and in full compliance with the Constitution and laws of the State, and pursuant to an ordinance duly adopted by the City Council of the City, which ordinance authorizes the execution and delivery of this Twenty-Third Supplemental Indenture. The Bonds and the Series 2006__ Bank Obligations are not general obligations of the City but limited obligations payable solely from the Third Lien Revenues (except to the extent paid out of moneys attributable to the proceeds derived from the sale of the Bonds or to income from the temporary investment thereof) and from moneys drawn under the Letter of Credit and shall be a valid claim of the respective Registered Owners thereof only against the 2006__ Dedicated Sub-Fund and other moneys held by the Trustee or otherwise pledged therefor, which amounts are hereby pledged, assigned and otherwise held as security for the equal and ratable payment of the Bonds and the Series 2006__ Bank Obligations and shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Bonds and the Series 2006__ Bank Obligations, except as may be otherwise expressly authorized in the Indenture or in this Twenty-Third Supplemental Indenture. The Bonds shall not constitute an indebtedness of the City or a loan of credit thereof within the meaning of any constitutional or statutory limitation, and neither the faith and credit nor the taxing power of the City, the State or any political subdivision thereof is pledged to the payment of the principal of, premium, if any, or the interest on the Bonds or other costs incident thereto. In case any officer whose signature or a facsimile of whose signature shall appear on the Bonds shall cease to be such officer before the delivery of such Bonds, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, as if he or she had remained in office until delivery.

Section 2.10. Authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Twenty-Third Supplemental Indenture unless and until such certificate of authentication in substantially the form hereinabove set forth shall have been duly executed by the Trustee, and such executed certificate of the Trustee, upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Twenty-Third Supplemental Indenture. The Trustee's certificate of authentication on any Bond shall be deemed to have been executed by it if (a) signed by an authorized signatory of the Trustee, but it shall not be necessary that the same signatory sign the certificate of authentication on all of the Bonds issued hereunder, and (b) the date of authentication on the Bond is inserted in the place provided therefor on the certificate of authentication.

Section 2.11. Form of Bonds; Temporary Bonds. The Bonds issued under this Twenty-Third Supplemental Indenture shall be substantially in the form hereinbefore set forth, with such appropriate variations, omissions and insertions as are permitted or required by this Twenty-Third Supplemental Indenture.

Pending preparation of definitive Bonds, or by agreement with the purchasers of the Bonds, the City may issue and, upon its request, the Trustee shall authenticate, in lieu of definitive Bonds, one or more temporary printed or typewritten Bonds in Authorized Denominations of substantially the tenor recited above. Upon request of the City, the Trustee shall authenticate definitive Bonds in exchange for and upon surrender of an equal principal amount of temporary Bonds. Until so exchanged, temporary Bonds shall have the same rights, remedies and security hereunder as definitive Bonds.

Section 2.12. Delivery of Bonds. Upon the execution and delivery of this Twenty-Third Supplemental Indenture, the City shall execute and deliver to the Trustee, and the Trustee shall authenticate, the Bonds and deliver them to the purchasers as may be directed by the City as hereinafter in this Section 2.12 provided.

Prior to the delivery by the Trustee of any of the Bonds there shall be filed with the Trustee:

- (1) A copy, duly certified by the City Clerk of the City, of the Ordinance;
- (2) A copy, duly certified by the City Clerk of the City, of the General Airport Revenue Bond Ordinance;
- (3) Original executed counterparts of the Indenture, this Twenty-Third Supplemental Indenture, the Reimbursement Agreement and the Remarketing Agreement and the executed Letter of Credit;

(4) A Counsel's Opinion or Opinions to the effect that (i) the City had the right and power to adopt the General Airport Revenue Bond Ordinance and the Ordinance; (ii) the General Airport Revenue Bond Ordinance and the Ordinance have been duly and lawfully adopted by the City Council, are in full force and effect and are valid and binding upon the City and enforceable in accordance with their terms; (iii) the Indenture and this Twenty-Third Supplemental Indenture have been duly and lawfully authorized by all necessary action on the part of the City, have been duly and lawfully executed by authorized officers of the City, are in full force and effect and are valid and binding upon the City and enforceable in accordance with their terms (except as limited by any applicable bankruptcy, liquidation, reorganization, insolvency or other similar laws or by general principles of equity if equitable remedies are sought); (iv) the Indenture and this Twenty-Third Supplemental Indenture create the valid pledge of Third Lien Revenues and moneys and securities which they purport to create; and (v) upon the execution, authentication and delivery thereof, the Bonds will have been duly and validly authorized and issued in accordance with the Constitution and laws of the State, the Indenture, this Twenty-Third Supplemental Indenture and the Ordinance;

(5) A written order as to the delivery of the Bonds, signed by an Authorized Officer and stating (i) the identity of the purchasers, the aggregate purchase price and date and place of delivery and (ii) that no Event of Default has occurred and is continuing under the General Airport Revenue Bond Ordinance, the Indenture or this Twenty-Third Supplemental Indenture;

(6) The certificate of the City required by Section 206(e) of the Indenture; and

(7) Either (a) a Certificate of an Independent Airport Consultant or a Certificate of the City complying with Section 206(f) of the Indenture or (b) a Certificate of the City complying with Section 207(b) of the Indenture.

Section 2.13. Mutilated, Lost, Stolen or Destroyed Bonds. In the event any Bond is mutilated, lost, stolen or destroyed, the City may execute and the Trustee may authenticate a new Bond of like date, maturity, interest rate and denomination as the Bond mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the City and the Trustee evidence of such loss, theft or destruction satisfactory to the City and the Trustee, together with indemnity satisfactory to them. In the event any such Bond shall have matured, instead of issuing a substitute Bond the City may pay the same without surrender thereof. The City and the Trustee may charge the Registered Owner of such Bond with their reasonable fees and expenses in this connection. All Bonds so surrendered to the Trustee shall be cancelled and destroyed, and evidence of such destruction shall be given to the City. Upon the date of final maturity or redemption of all of the Bonds, the Trustee shall destroy any inventory of unissued certificates.

Section 2.14. Registration and Exchange of Bonds; Persons Treated as Owners. The City shall cause books for the registration and for the transfer of the Bonds as provided in this Twenty-Third Supplemental Indenture to be kept by the Trustee as the Bond Registrar of the City. Upon surrender for transfer of any Bond at the principal office of the Bond

Registrar, duly endorsed for transfer or accompanied by an assignment duly executed by the Registered Owner or his or her attorney duly authorized in writing, the City shall execute and the Bond Registrar shall authenticate and deliver in the name of the transferee or transferees a new fully registered Bond for a like aggregate principal amount.

Bonds may be exchanged at the principal office of the Bond Registrar for a like aggregate principal amount of fully registered Bonds of the same maturity of other authorized denominations. The City shall execute and the Bond Registrar shall authenticate and deliver Bonds which the Bondowners making the exchange are entitled to receive, bearing numbers not contemporaneously then outstanding. The execution by the City of any Bond of any denomination shall constitute full and due authorization of such denomination and the Bond Registrar shall thereby be authorized to authenticate and deliver such Bond.

The Bond Registrar shall not be required to register for transfer or exchange any Undelivered Bond or any Bond (a) with respect to which any Paying Agent, the Trustee or the Remarketing Agent shall have received a Tender Notice, (b) after the giving of notice calling such Bond for redemption or partial redemption, (c) after the giving of notice of a Credit Substitution Date or Mandatory Purchase Date (following receipt of notice of default from the Bank), or (d) after the City has given a Mode Adjustment Notice or a notice of the Fixed Rate Conversion; provided that on the applicable Purchase Date for such Bonds or after such Mode Adjustment Date, Credit Substitution Date, Mandatory Purchase Date or Fixed Rate Conversion, the Bond Registrar shall be required to register the transfer or exchange of Bonds.

The person in whose name any fully registered Bond is registered at the close of business on any Record Date with respect to any Interest Payment Date shall be entitled to receive the interest payable on such Interest Payment Date notwithstanding the cancellation of such registered Bond upon any transfer or exchange thereof subsequent to the Record Date and prior to such Interest Payment Date, except if and to the extent there shall be a default in the payment of the interest due on such Interest Payment Date, in which case such defaulted interest shall be paid to the person in whose name such Bond is registered either at the close of business on the day preceding the date of payment of such defaulted interest or on a subsequent Record Date for such payment if one shall have been established as hereinafter provided. A subsequent Record Date may be established by or on behalf of the City by notice mailed to the Registered Owners of Bonds not less than ten days preceding such Record Date, which Record Date shall be not more than 30 days prior to the subsequent Interest Payment Date.

Except as provided in the Indenture, as to any Bond the person in whose name the same shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of principal, premium, if any, or interest on any Bond shall be made only to or upon the written order of the Registered Owner thereof or his or her legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

The Bond Registrar shall require the payment by any Registered Owner requesting any exchange or transfer of any tax or other governmental charge required to be paid with respect to such exchange or transfer, but otherwise no charge shall be made to the Registered Owner for such exchange or transfer.

Section 2.15. Book-Entry Provisions. The provisions of this Section shall apply so long as the Bonds are maintained in book-entry form with DTC or another Securities Depository, any provisions of this Twenty-Third Supplemental Indenture to the contrary notwithstanding.

(a) Payments. The Bonds shall be payable to the Securities Depository, or its nominee, as the Registered Owner of the Bonds, in same day funds on each date on which the principal of, premium, if any, and interest on the Bonds is due as set forth in this Twenty-Third Supplemental Indenture and in the Bonds. Such payments shall be made to the offices of the Securities Depository specified by the Securities Depository to the City and the Trustee in writing. Without notice to or the consent of the beneficial owners of the Bonds, the City and the Securities Depository may agree in writing to make payments of principal and interest in a manner different from that set forth herein. If such different manner of payment is agreed upon, the City shall give the Trustee notice thereof, and the Trustee shall make payments with respect to the Bonds in the manner specified in such notice as set forth herein. Neither the City nor the Trustee shall have any obligation with respect to the transfer or crediting of the principal of, premium, if any, and interest on the Bonds to Participants or the beneficial owners of the Bonds or their nominees.

(b) Replacement of the Securities Depository. If the City receives notice that the Securities Depository has received notice from its Participants having interests in at least 50% in principal amount of the Bonds that the Securities Depository or its successor is incapable of discharging its responsibilities as a securities depository or that it is in the best interests of the beneficial owners that they obtain certificated Bonds, the City shall cause the Trustee to authenticate and deliver Bond certificates. The City shall have no obligation to make any investigation to determine the occurrence of any events that would permit the City to make any determination described in this paragraph.

(c) Discontinuance of Book-Entry or Change of Securities Depository. If, following a determination or event specified in paragraph (b) above, the City discontinues the maintenance of the Bonds in book-entry form with the then current Securities Depository, the City will issue replacement Bonds to the replacement Securities Depository, if any, or, if no replacement Securities Depository is selected for the Bonds, directly to the Participants as shown on the records of the former Securities Depository or, to the extent requested by any Participant, to the beneficial owners of the Bonds shown on the records of such Participant. Replacement Bonds shall be in fully registered form and in Authorized Denominations, be payable as to interest on the Interest Payment Dates of the Bonds by check or draft mailed to each Registered Owner at the address of such Registered Owner as it appears on the bond registration books maintained by the City for such purpose at the principal corporate trust office of the Trustee or at the option of any Registered Owner of not less than \$1,000,000 principal amount of Bonds, by wire transfer to any address in the continental United States of America on such Interest Payment Date to such Registered Owner as of such Record Date, if such Registered Owner provides the Trustee with written notice of such wire transfer address not later than the Record Date (which notice may provide that it will remain in effect with respect to subsequent Interest Payment Dates unless and until changed or revoked by subsequent notice). Principal and premium, if any, on the replacement Bonds are payable only upon presentation and surrender of such replacement Bond or Bonds at the principal corporate trust office of the Trustee.

(d) Effect of Book-Entry System. The Securities Depository and its Participants and the beneficial owners of the Bonds, by their acceptance of the Bonds, agree that the City and the Trustee shall not have liability for the failure of such Securities Depository to perform its obligations to the Participants and the beneficial owners of the Bonds, nor shall the City or the Trustee be liable for the failure of any Participant or other nominee of the beneficial owners to perform any obligation of the Participant to a beneficial owner of the Bonds.

(e) So long as Cede & Co. is the Registered Owner of the Bonds, as nominee of DTC, references herein to the Registered Owners or owners of the Bonds shall mean Cede & Co. and shall not mean the Beneficial Owners of the Bonds.

(f) So long as Cede & Co. is the Registered Owner of the Bonds:

(i) selection of Bonds to be redeemed upon partial redemption, presentation of Bonds to the Trustee upon partial redemption, delivery of Bonds to the Trustee in connection with an optional or mandatory tender, or redelivery of such Bonds by the Trustee to owners following a remarketing or failed conversion to the Fixed Rate shall be deemed made when the right to exercise ownership rights in such Bonds through DTC or DTC's Participants is transferred by DTC on its books;

(ii) notice of a demand for purchase of Bonds pursuant to Section 2.06 hereof shall be given by the beneficial owner of such Bonds exercising ownership rights to the Remarketing Agent (pursuant to DTC's Deliver Order procedures) by telephonic notice (confirmed in writing) or written notice;

(iii) any notices of the interest rate on the Bonds to be provided by the Trustee shall be provided to anyone identifying itself to the Trustee as a person entitled to exercise ownership rights with respect to such Bonds through DTC or its Participants;

(iv) DTC may present notices, approvals, waivers or other communications required or permitted to be made by owners under this Indenture on a fractionalized basis on behalf of some or all of those persons entitled to exercise ownership rights in the Bonds through DTC or its Participants; and

(v) Beneficial interests in Bonds deemed to be held in the Custody Account shall be held for the account of the Trustee (or its Participant) on the records of DTC.

ARTICLE III

Redemption of Bonds Before Maturity

Section 3.01. Redemption Dates and Prices. The Bonds shall be subject to redemption prior to maturity in the amounts, at the times and in the manner provided in this Article III. When Bonds bear interest at a Variable Rate, all payments of the redemption price of the Bonds shall be made on the dates hereinafter required in Federal or other immediately available funds.

(a) Optional Redemption.

(1) Optional Redemption Without Premium During Variable Interest Rate Periods. So long as the Bonds do not bear interest at a Fixed Rate, the Bonds are subject to redemption at the option of the City on any Interest Payment Date in whole or in part, at a redemption price of 100 percent of the principal amount thereof, without premium, plus accrued interest to the redemption date upon receipt by the Trustee not less than 45 days prior to such redemption date of a written direction from the City stating that it intends to exercise its option to effect redemption of such Bonds.

(2) Optional Redemption With Premium During Fixed Rate Period. When the Bonds bear interest at a Fixed Rate, the Bonds shall be non-callable for redemption for the first ten years after the Fixed Rate Conversion Date. On and after the Interest Payment Date which is or which next follows the tenth anniversary of the Fixed Rate Conversion Date, the Bonds shall be subject to redemption at a redemption price of 102 percent, which redemption price shall decline by one percent per annum.

Mandatory Sinking Fund Redemption. The Bonds are subject to mandatory redemption, in part by lot as provided in the Indenture from mandatory Sinking Fund Payments, on January 1 in each of the years and in the respective principal amounts set forth below, at a redemption price equal to the principal amount thereof to be redeemed:

<u>Year</u>	<u>Principal Amount</u>
	\$

(maturity)

If the City redeems Bonds pursuant to optional redemption or purchases such Bonds and cancels the same, then an amount equal to the principal amount of Bonds of such maturity so redeemed or purchased shall be deducted from the mandatory redemption requirements as provided for such Bonds of such maturity in such order as the Chief Financial Officer of the City shall determine.

Section 3.02. Notice of Redemption.

(a) Notice of the redemption of Bonds or any portion thereof pursuant to Section 3.01 hereof identifying the Bonds or portions thereof to be redeemed, specifying the redemption date, the Redemption Price, the places and dates of payment and that from the redemption date interest will cease to accrue, shall be given by the Trustee by mailing a copy of such redemption notice by first class mail not less than 30 nor more than 60 days prior to the date fixed for redemption, to the Registered Owner of each Bond to be redeemed in whole or in part at the address shown on the registration books. Failure to mail any such notice to the Registered Owner of any Bond or any defect therein shall not affect the validity of the proceedings for such redemption of Bonds.

(b) In addition to the requirements of subsection (a), notice of the redemption of Bonds or any portion thereof pursuant to Section 3.01 hereof identifying the Bonds or portions thereof to be redeemed shall specify (i) the series name and designation and certificate numbers of Bonds being redeemed, (ii) the CUSIP numbers of the Bonds being redeemed, (iii) the principal amount of Bonds being redeemed and the redeemed amount for each certificate (for partial calls), (iv) the redemption date, (v) the Redemption Price, (vi) the Date of Issuance, (vii) the interest rate and maturity date of the Bonds being redeemed, (viii) the date of mailing of notices to Registered Owners and information services, and (ix) the name of the employee of the Trustee which may be contacted with regard to such notice.

(c) Redemption notices shall be sent by first class mail, postage prepaid.

(d) Redemption notices shall also be sent by registered mail, at least 30 days but not more than 60 days prior to the redemption date, to two national information services that disseminate redemption information as determined by the Trustee so long as such services exist.

(e) A second redemption notice shall be sent by first class mail, not more than 60 days after the redemption date to any Registered Owner of a Bond called for redemption who has not presented Bonds within 30 days following the redemption date.

(f) In the event of an advance refunding of the Bonds, a notice of such event shall be given as required above for redemptions at least 30 days but not more than 60 days prior to the actual redemption date.

Notwithstanding the forgoing, failure to comply with the provisions of paragraph (b) through (g), inclusive, of this Section 3.02 shall not affect the validity of proceedings for the redemption of Bonds.

Section 3.03. Deposit of Funds. For the redemption of any of the Bonds, the City shall cause to be deposited in the Principal and Interest Account moneys sufficient to pay when due the principal of and premium, if any, and interest on the redemption date to be applied in accordance with the provisions of Section 4.05 hereof.

Section 3.04. Partial Redemption of Bonds; Selection of Bonds for Redemption.

(a) In case a Bond is of a denomination larger than the minimum Authorized Denomination, all or a portion of such Bond (equal to the minimum Authorized Denomination or any integral multiple thereof) may be redeemed but such Bond shall be redeemed only in a principal amount equal to the minimum Authorized Denomination or any integral multiple thereof.

(b) Upon surrender of any Bond for redemption in part only, the City shall execute and the Bond Registrar shall authenticate and deliver to the Registered Owner thereof, at the expense of the City, a new Bond or Bonds of Authorized Denominations in aggregate principal amount equal to the unredeemed portion of the Bond surrendered.

(c) If less than all of the Bonds of a maturity are called for redemption, the Bonds (or portions thereof) to be redeemed shall be selected by lot by the Trustee; provided, however, that in the event of the redemption of any Bonds pursuant to the provisions of Section 3.01(b) hereof, or, at the option of the City, in the event of the redemption of any other Bonds, any Bonds on deposit in the Custody Account shall be redeemed prior to the redemption of any other Bonds. The Trustee shall promptly notify the other Notice Parties in writing of the Bonds (or portions thereof) selected for redemption.

If the owner of any such Bond of a denomination greater than the minimum Authorized Denomination shall fail to present such Bond to the Bond Registrar for payment and exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the date fixed for redemption to the extent of the unit or units of principal amount called for redemption (and to that extent only).

ARTICLE IV

Revenues and Funds

Section 4.01. Source of Payment of Bonds. The Bonds and the Series 2006__ Bank Obligations are not general obligations of the City but are limited obligations as described in Section 2.10 hereof and as provided herein and in the Indenture.

Section 4.02. Creation of Sub-Fund and Accounts in the Third Lien Revenue Fund.

(a) Creation of 2006__ Dedicated Sub-Fund. There is hereby created by the City and ordered established with the Trustee a separate and segregated sub-fund within the Third Lien Revenue Fund, such sub-fund to be designated the "Chicago O'Hare International Airport 2006__ Third Lien Bond Dedicated Sub-Fund" (hereinafter called the "2006__ Dedicated Sub-Fund"). Moneys on deposit in the 2006__ Dedicated Sub-Fund, and in each Account established therein as hereinafter provided, shall be held in trust by the Trustee for the sole and exclusive benefit of the Registered Owners of the Bonds and the Bank, and shall not be used or available for the payment of any other Third Lien Obligations.

(b) Creation of Accounts and Sub-Account. There are hereby created by the City and ordered established with the Trustee separate Accounts within the 2006__ Dedicated Sub-Fund, designated as follows:

(1) Costs of Issuance Account: an Account to be designated the "Chicago O'Hare International Airport 2006__ Third Lien Costs of Issuance Account" (hereinafter called the "Costs of Issuance Account");

(2) Program Fee Account: an Account to be designated the "Chicago O'Hare International Airport 2006__ Program Fee Account" (hereinafter called the "Program Fee Account");

(3) Debt Service Reserve Account: an Account to be designated the "Chicago O'Hare International Airport 2006__ Debt Service Reserve Account" (hereinafter called the "Debt Service Reserve Account");

(4) Principal and Interest Account: an Account to be designated the "Chicago O'Hare International Airport 2006__ Principal and Interest Account" (hereinafter called the "Principal and Interest Account"); and

(5) Letter of Credit Account: an Account to be designated the "Chicago O'Hare International Airport 2006__ Letter of Credit Account" (hereinafter called the "Letter of Credit Account").

Section 4.03. Application of Bond Proceeds. The proceeds received by the City from the sale of the Bonds shall be applied as follows:

(a) Deposit to Principal and Interest Account: the Trustee shall deposit into the Principal and Interest Account any accrued interest received upon the sale of the Bonds;

(b) Deposit to Program Fee Account: the Trustee shall deposit into the Program Fee Account the sum of \$_____;

(c) Deposit to Debt Service Reserve Account: the Trustee shall deposit into the Debt Service Reserve Account an amount equal to the Reserve Requirement;

(d) Transfer to Second Lien Trustee: the amount of \$_____ shall be transferred to the Second Lien Trustee for the payment of the Prior Airport Obligations.

(e) Costs of Issuance Account: the balance of the proceeds of the Bonds in the amount of \$_____ shall be deposited in the Costs of Issuance Account and applied by the City to the payment of Costs of Issuance of the Bonds.

Section 4.04. Deposits into Letter of Credit Account. There shall be deposited into the Letter of Credit Account all moneys drawn by the Trustee under the Letter of Credit pursuant to Section 5.02 hereof. Moneys on deposit in the Letter of Credit Account shall be applied in accordance with Section 4.06 hereof.

Section 4.05. Deposits into 2006__ Dedicated Sub-Fund and Accounts Therein. On January 1 and July 1 of each year, commencing _____, ____ (each such date referred to herein as the "Deposit Date") there shall be deposited into the 2006__ Dedicated Sub-Fund from amounts on deposit in the Third Lien Revenue Fund an amount equal to the aggregate of the following amounts, which amounts shall have been calculated by the Trustee on the next preceding December 5 or June 5 (in the case of each January 1 or July 1, respectively) (such aggregate amount with respect to any Deposit Date being referred to herein as the "Series 2006__ Deposit Requirement"):

(a) for deposit into the Principal and Interest Account, the amount, projected to be required as of the close of business on the applicable January 1 or July 1 next succeeding

such date of calculation to restore the Principal and Interest Account to an amount equal to the Principal and Interest Account Requirement;

(b) for deposit into the Debt Service Reserve Account, the amount, if any, projected to be required as of the close of business on the applicable January 1 or July 1 next succeeding such date of calculation to restore the Debt Service Reserve Account to an amount equal to the Reserve Requirement; and

(c) for deposit into the Program Fee Account the amount estimated by the City to be required as of the close of business on the related Deposit Date to pay all Program Fees payable from amounts in the Program Fee Account during the semi-annual period commencing on such related Deposit Date.

In addition to the Series 2006__ Deposit Requirement, there shall be deposited into the 2006__ Dedicated Sub-Fund any other moneys received by the Trustee under and pursuant to the Indenture or this Twenty-Third Supplemental Indenture, when accompanied by directions from the person depositing such moneys that such moneys are to be paid into the 2006__ Dedicated Sub-Fund and to one or more accounts therein.

Upon calculation by the Trustee of each Series 2006__ Deposit Requirement under this Section 4.05, the Trustee shall notify the City of the Series 2006__ Deposit Requirement and the Deposit Date to which it relates together with such supporting documentation and calculations as the City may reasonably request.

Section 4.06. Use of Moneys in Certain Accounts for Payment of Bonds and Series 2006__ Bank Note. Moneys in the Letter of Credit Account, the Principal and Interest Account and the Debt Service Reserve Account shall be used solely for the payment of the principal of, premium, if any, and interest on the Bonds, for the redemption of the Bonds prior to maturity, for the reimbursement of the Bank for draws on the Letter of Credit and for the payment of the principal of and interest on the Series 2006__ Bank Note. Funds for such payments shall be derived from the following source or sources but only in the following order of priority:

(a) for payment of principal of and interest on the Bonds on each Payment Date with respect to the Bonds (except for Pledged Bonds and Bank-owned Bonds), so long as the Letter of Credit shall be in effect, from moneys held in the Letter of Credit Account, which Account shall be held for the sole and exclusive benefit of the owners of the Bonds;

(b) for payment of principal of, premium, if any, and interest due on each Payment Date with respect to the Bonds (including the optional redemption of Bonds pursuant to Section 3.01(a) hereof) and not otherwise provided for, for payment of principal of and interest due on each Payment Date with respect to the Series 2006__ Bank Note, from moneys held in the Principal and Interest Account, ratably, without preference or priority of any kind; provided,

however, that so long as the Letter of Credit shall be in effect, such principal of and interest on the Bonds (except for Pledged Bonds and Bank-owned Bonds) shall be paid from a draw or draws on the Letter of Credit and moneys held in the Principal and Interest Account shall be used on such Payment Date to reimburse the Bank in an amount not to exceed such draw or draws; and

(c) for payment of principal of, premium, if any, and interest due on each Payment Date with respect to the Bonds and not otherwise provided for, and for payment of principal of and interest due on each Payment Date with respect to the Series 2006__ Bank Note, from amounts held in the Debt Service Reserve Account (except for amounts therein representing investment income required to be paid to the First Lien Trustee pursuant to Section 6.02 hereof), ratably, without preference or priority of any kind; provided, however, that so long as the Letter of Credit shall be in effect, such principal of and interest on the Bonds (except for Pledged Bonds and Bank-owned Bonds) shall be paid from a draw or draws on the Letter of Credit and moneys held in the Debt Service Reserve Account shall be used on such Payment Date to reimburse the Bank in an amount not to exceed such draw or draws.

When the Bonds bear interest at a Flexible Rate, on the first Business Day of each month or on such date as may be required pursuant to Section 5.02(c) hereof, the Trustee shall withdraw from the Principal and Interest Account and pay to the Bank an amount sufficient to reimburse the Bank for the draw made on the Letter of Credit pursuant to Section 5.02(c) hereof on such date.

Section 4.07. Use of Moneys in the Costs of Issuance Account and the Program Fee Account. Moneys deposited into the Costs of Issuance Account pursuant to Section 4.03(g) shall be used solely for the payment of Costs of Issuance of the Bonds as directed in a Certificate filed with the Trustee. If after the payment of all Costs of Issuance, as specified in a certificate filed with the Trustee, there shall be any balance remaining in the Costs of Issuance Account, such balance shall be transferred to the Program Fee Account. Moneys deposited into the Program Fee Account pursuant to Section 4.03(d) hereof shall be used solely for the payment of Program Fees payable by the City to third parties, including the Bank, with respect to the Bonds as set forth in a Certificate filed with the Trustee.

Section 4.08. Tax Covenants. The City covenants to take any action required by the provisions of the Code and within its power to take in order to preserve the exclusion of interest on the Bonds from gross income for Federal income tax purposes (other than with respect to an alternative minimum tax imposed on interest on the Bonds), including, but not limited to, the provisions of Section 148 of the Code relating to "arbitrage bonds."

Section 4.09. Non-presentment of Bonds. In the event any Bond shall not be presented for payment when the principal thereof becomes due, either at maturity, or at the date fixed for redemption thereof, or otherwise, if moneys sufficient to pay any such Bond shall have been made available to the Trustee for the benefit of the Registered Owner or Owners thereof, subject to the provisions of the immediately following paragraph, all liability of the City to the

Registered Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such moneys, without liability for interest thereon, for the benefit of the Registered Owner of such Bond who shall thereafter be restricted exclusively to such moneys, for any claim of whatever nature on his or her part under the Indenture or this Twenty-Third Supplemental Indenture or on, or with respect to, such Bond.

Any moneys so deposited with and held by the Trustee not so applied to the payment of Bonds within two years after the date on which the same shall have become due shall be repaid by the Trustee to the City upon direction of an Authorized Officer, and thereafter the Registered Owners of such Bonds shall be entitled to look only to the City for payment, and then only to the extent of the amount so repaid, and all liability of the Trustee with respect to such moneys shall thereupon cease, and the City shall not be liable for any interest thereon and shall not be regarded as a trustee of such moneys. The obligation of the Trustee under this Section 4.10 to pay any such funds to the City shall be subject, however, to any provisions of law applicable to the Trustee or to such funds providing other requirements for disposition of unclaimed property.

Section 4.10. Moneys to be Held in Trust. All moneys required to be deposited with or paid to the Trustee for the account of any Fund or Account referred to in any provision of this Twenty-Third Supplemental Indenture shall be held by the Trustee in trust as provided in Section 1003 of the Indenture, and shall, while held by the Trustee, constitute part of the Trust Estate and be subject to the lien or security interest created hereby.

Section 4.11. Debt Service Reserve Account. The City shall maintain the Debt Service Reserve Account in an amount equal to the Reserve Requirement. Any Qualified Investments held to the credit of the Debt Service Reserve Account shall be valued in accordance with Section 305 of the Indenture.

Section 4.12. Adjustment of Reserve Requirement at Beginning of Fixed Rate Period. Notwithstanding any other provision of this Twenty-Third Supplemental Indenture, as of the Fixed Rate Conversion Date, the Reserve Requirement shall consist of an amount equal to the maximum Annual Third Lien Debt Service on the Bonds during any current or future Bond Year while the Bonds bear interest at the Fixed Rate. Prior to the Fixed Rate Conversion Date, the Trustee shall determine the amount on deposit in the Debt Service Reserve Account, including the valuation of investments thereof pursuant to Section 305 of the Indenture. If the amount then on deposit in the Debt Service Reserve Account exceeds the Reserve Requirement determined pursuant to this Section 4.13, the Trustee shall, if so instructed by the City in a Certificate filed with the Trustee, transfer the excess to the Project Account for the purpose of paying the cost of Capital Projects, and in the absence of receipt by the Trustee of such Certificate apply such excess to the redemption of Bonds in Authorized Denominations pursuant to the provisions of Section 3.01(a) hereof on the Fixed Rate Conversion Date. If at the time of such redemption the Letter of Credit shall be in effect, the Trustee shall draw on the Letter of Credit to effect such redemption and shall reimburse the Bank in an amount equal to such draw from such excess moneys in the Debt Service Reserve Account. If the amount then on deposit in the Debt Service Reserve Account is less than the Reserve Requirement determined pursuant to this Section 4.13, the Trustee shall notify the City in writing of the amount of such deficiency.

ARTICLE V**Credit Facilities****Section 5.01. Letter of Credit.**

(a) Initial Letter of Credit - Requirements. The Letter of Credit shall provide for direct payments to or upon the order of the Trustee as hereinafter set forth and shall be the irrevocable obligation of the Bank to pay to or upon the order of the Trustee, upon certification and in accordance with the terms thereof, up to (a) an amount sufficient (i) to pay the principal of the Bonds when due whether at stated maturity or upon redemption, or (ii) to enable the Trustee to pay the portion of the purchase price equal to the principal amount of Bonds delivered for purchase pursuant to Section 2.06 hereof and not remarketed, or (iii) to pay the portion of the purchase price of Bonds purchased by the City pursuant to Section 2.08 hereof equal to the principal amount of such Bonds, plus (b) an amount equal to [54] days' interest accrued on the outstanding Bonds (and for the purpose of calculating the amount thereof the Letter of Credit shall state on its face the maximum rate of interest on the Bonds covered by the Letter of Credit) (i) to pay interest on the Bonds when due or (ii) to enable the Trustee to pay the portion of the purchase price of the Bonds delivered for purchase pursuant to Section 2.06 hereof equal to the interest accrued, if any, on such Bonds, or (iii) to pay the portion of the purchase price equal to interest on Bonds purchased by the City pursuant to Section 2.08 hereof.

The Letter of Credit shall terminate on the earliest of (i) the expiration date set forth therein (which shall be a date at least ten days after the last Interest Payment Date of the coverage period thereof), unless renewed or extended by the Bank, (ii) the close of business of the Bank on the tenth day after the day on which an Alternate Letter of Credit becomes effective (but not earlier than the tenth day following the last Interest Payment Date covered by the Letter of Credit to be terminated or such earlier date within such ten-day period as the Trustee shall designate at the request of the City pursuant to paragraph (d) of this Section 5.01), (iii) the close of business of the Bank on the tenth day after the Fixed Rate Conversion Date (but not earlier than the tenth day following the last Interest Payment Date covered by the Letter of Credit to be terminated or such earlier date within such ten-day period as the Trustee shall designate at the request of the City pursuant to paragraph (d) of this Section 5.01), (iv) subject to the provisions of Section 8.02 hereof, the date on which there has been a drawing under the Letter of Credit upon the maturity of the Bonds or redemption of all the Bonds, (v) the date on which there is no Bond Outstanding, (vi) the close of business of the Bank on the 15th day after the date on which the Trustee receives notice from the Bank that an event of default under the Reimbursement Agreement has occurred and that the Letter of Credit will expire and (vii) the surrender by the Trustee to the Bank of the Letter of Credit for cancellation.

(b) Alternate Letter of Credit. At any time the City may, at its option, provide for the delivery to the Trustee of an Alternate Letter of Credit. An Alternate Letter of Credit shall be an irrevocable direct pay letter of credit, issued by a commercial bank or banks, the terms of which shall in all material respects be the same as the then current Letter of Credit, if any. Such Alternate Letter of Credit shall set forth a maximum interest rate on the Bonds with respect to which draws may be made. On or prior to the date of delivery of an Alternate Letter of Credit to the Trustee, the City shall furnish to the Trustee (i) an opinion of Counsel stating that

the delivery of such an Alternate Letter of Credit to the Trustee is authorized under this Twenty-Third Supplemental Indenture and complies with the terms hereof, and (ii) an opinion of Bond Counsel stating that the delivery of such an Alternate Letter of Credit will not adversely affect the exclusion of interest on the Bonds from gross income for Federal income tax purposes (other than with respect to an alternative minimum tax imposed on interest on the Bonds). The Trustee shall then accept such Alternate Letter of Credit and surrender the previously held Letter of Credit, if any, to the previous Bank for cancellation as provided in subsection (d) of this Section 5.01. Each Alternate Letter of Credit shall become effective and commence coverage as of the applicable Credit Substitution Date determined in reference to the previously held Letter of Credit and shall not expire earlier than one year following its date of issuance. No Alternate Letter of Credit may terminate earlier than ten days after the last Interest Payment Date of the coverage period thereof.

(c) Fixed Rate Letter of Credit. No later than thirty days prior to the Fixed Rate Conversion, the City may, at its option, provide for the delivery to the Trustee of a Fixed Rate Letter of Credit issued by a commercial bank, which shall be effective on the Fixed Rate Conversion Date and may terminate not earlier than one year thereafter. The Fixed Rate Letter of Credit shall be an irrevocable direct pay obligation of the Bank to pay the Trustee, upon request and in accordance with the terms thereof, up to (a) an amount sufficient to pay the principal of the Bonds when due whether at stated maturity or upon redemption thereof, plus (b) an amount equal to seven months' interest accrued on the Outstanding Bonds to pay interest on the Bonds on or prior to the expiration date of such Fixed Rate Letter of Credit. The Fixed Rate Letter of Credit shall be delivered to the Trustee. On or prior to the date of the delivery of the Fixed Rate Letter of Credit to the Trustee, the City shall furnish to the Trustee an Opinion of Counsel stating that the delivery of such Fixed Rate Letter of Credit to the Trustee is authorized under this Twenty-Third Supplemental Indenture and complies with the terms hereof. The Trustee shall then accept such Fixed Rate Letter of Credit and surrender the previously held Letter of Credit to the Bank issuing the same for cancellation as provided in subsection (d) of this Section 5.01.

(d) Delivery to Trustee of Alternate Letter of Credit or Fixed Rate Letter of Credit; Surrender of Letter of Credit for Cancellation. If at any time there shall have been delivered to the Trustee (i) an Alternate Letter of Credit or a Fixed Rate Letter of Credit pursuant to the preceding subsections of this Section 5.01, and (ii) when required under the preceding subsections of this Section 5.01, an opinion of Counsel stating that the delivery of such Alternate Letter of Credit or Fixed Rate Letter of Credit to the Trustee is authorized under this Section 5.01 and complies with the terms hereof, then the Trustee shall accept such Alternate Letter of Credit or Fixed Rate Letter of Credit, as the case may be, and surrender the previously held Letter of Credit to the Bank issuing the same for cancellation; provided, however, that (a) in no event shall such Letter of Credit be surrendered prior to the effective date of the Alternate Letter of Credit or Fixed Rate Letter of Credit, as the case may be, and (b) on the applicable Credit Substitution Date, the Trustee shall draw upon the existing Letter of Credit rather than the new Alternate Letter of Credit or Fixed Rate Letter of Credit, as the case may be, in order to provide funds to pay the Purchase Price of Bonds subject to mandatory purchase on such Credit Substitution Date pursuant to Section 2.08 hereof. If at any time there shall cease to be any Bonds Outstanding hereunder, the Trustee shall promptly surrender the Letter of Credit to the Bank for cancellation.

The Trustee shall comply with the procedures set forth in the Letter of Credit relating to the termination thereof.

(e) Notice of Expiration of Letter of Credit. The Trustee shall give notice by first class mail of the expiration of the term of the Letter of Credit, which notice shall (i) specify the date of the expiration of the term of the Letter of Credit, (ii) state that such expiration may result in reduction or withdrawal of Moody's or S&P's ratings of the Bonds from those which then prevail, (iii) if the Bonds bear interest at a Variable Rate, specify the last times and dates prior to such expiration on which Bonds must be delivered, or on which notice must be given, for the purchase of Bonds pursuant to Section 2.08 hereof and the place where such Bonds must be delivered for such purchase and (iv) state that on the Interest Payment Date immediately preceding the date of the expiration of the term of the Letter of Credit, the Bonds shall be subject to mandatory purchase on such date. Such notice shall be given by first class mail at least 30 days prior to such Interest Payment Date to the owners of Bonds appearing on the Bond Registrar's registration books.

Section 5.02. Draws on the Letter of Credit.

(a) Trustee's Duty to Draw on Letter of Credit to Pay Principal of and Interest on Bonds. The City hereby authorizes and directs the Trustee, and the Trustee hereby agrees, to draw moneys under the Letter of Credit for the benefit of the owners of the Bonds in accordance with the terms thereof in amounts sufficient to make timely payments of the principal of and interest on the Bonds (other than Pledged Bonds or Bank-owned Bonds) in accordance with the provisions of Section 4.06 hereof after taking into account any amounts held in the Letter of Credit Account as a result of draws on the Letter of Credit pursuant to subsection (c) of this Section 5.02.

(b) Trustee's Duty to Draw on Letter of Credit to Pay Purchase or Redemption Price of Bonds. The Trustee shall also (i) draw moneys under the Letter of Credit in accordance with the terms thereof to the extent necessary to make timely payments required to be made pursuant to, and in accordance with, Sections 2.06 and 2.08 hereof, and (ii) draw moneys under the Letter of Credit to pay the redemption price of Bonds (other than Pledged Bonds or Bank-owned Bonds) pursuant to Section 3.01 hereof in accordance with the terms thereof in the amounts required by said Section 3.01. It is understood and agreed that the Trustee when drawing amounts under the Letter of Credit as provided in clauses (i) and (ii) of this subsection (b) is not acting as an agent of the City. The Trustee shall make draws under the Letter of Credit in accordance with the terms thereof to pay the purchase price of Bonds pursuant to Sections 2.06 and 2.08 hereof, or to pay the redemption price or purchase price of Bonds pursuant to Article III hereof, so as to provide immediately available funds in New York, New York, by the close of business on the date such purchase or redemption is to be made.

(c) Drawings Under Letter of Credit When Bonds Bear Interest at Flexible Rate. On the first Business Day of each month while the Bonds bear interest at a Flexible Rate and on any Mode Adjustment Date commencing a Flexible Mode that is not the first Business Day of a month, the Trustee shall make draws under the Letter of Credit in accordance with the terms thereof in an amount that would be sufficient to cause the amount on deposit in the Letter of Credit Account on such day to equal the accrued and unpaid interest on the Bonds (other than

Pledged Bonds and Bank-owned Bonds) plus the interest that would accrue on the Bonds from such date to and including the first Business Day of the following calendar month if the Bonds were outstanding at all times during such period calculated on the basis of the interest rate used in the Letter of Credit for purposes of calculating the stated amount thereof for any day interest is to accrue at a rate unknown on the date such draw is made. In either case, the Trustee shall apply amounts held to the credit of the Principal and Interest Account to reimburse the Bank the amount of such draw pursuant to Section 4.06 hereof. The Trustee shall provide any Paying Agent with the amounts calculated by the Trustee to be drawn under the Letter of Credit by such Paying Agent pursuant to this Section 5.02. Notwithstanding the deposit of such moneys in the Letter of Credit Account and the reimbursement of the Bank, the City shall have no right, title or interest in such moneys, and such moneys shall be held exclusively for the Registered Owners and paid over in accordance with the provisions of this Twenty-Third Supplemental Indenture.

Section 5.03. Maintenance of Letter of Credit. The City covenants and agrees that during such period as the Bonds bear interest at a Variable Rate it will cause a Letter of Credit or Alternate Letter of Credit to be delivered to the Trustee. The Letter of Credit shall not be transferred to a successor Trustee except in full compliance with the terms of the Letter of Credit.

ARTICLE VI

Investment of Moneys

Section 6.01. Investment of Moneys. Moneys held in the funds, accounts and sub-accounts established hereunder shall be invested and reinvested in accordance with the provisions governing investments contained in the Indenture; provided, however, that moneys held in the Letter of Credit Account which are proceeds of a draw or draws on the Letter of Credit shall only be invested in Federal Obligations maturing on the earlier of (a) nine days from the date of the investment, or (b) the date upon which such moneys will be required to be used in accordance herewith. All such investments shall be held by or under the control of the Trustee and shall be deemed at all times a part of the fund, account or sub-account for which they were made.

Section 6.02. Investment Income. The interest earned on any investment of moneys held hereunder, any profit realized from such investment and any loss resulting from such investment shall be credited or charged to the fund, account or sub-account for which such investment was made; provided, however, that any interest earned on, and any profit resulting from, the investment of moneys on deposit in the Debt Service Reserve Account shall be transferred by the Trustee to the First Lien Trustee for deposit into the Revenue Fund established under the General Airport Revenue Bond Ordinance.

ARTICLE VII

Discharge of Lien

Section 7.01. Defeasance. If the City shall pay to the owners of the Bonds and the Series 2006__ Bank Obligations, or provide for the payment of, the principal, and interest and Redemption Price, if any, to become due thereon, at the times and in the manner stipulated in Section 1101 of the Indenture, then this Twenty-Third Supplemental Indenture shall be fully discharged and satisfied; provided, however, that (1) in the event the Letter of Credit is in effect, the City shall pay, or make provision for the payment of, the Bonds solely from amounts drawn under the Letter of Credit or from other Available Moneys, and (2) unless the interest rate on the Bonds has been converted to a Fixed Rate, this Twenty-Third Supplemental Indenture may not be satisfied and discharged pursuant to Section 1101(b) of the Indenture. Upon the satisfaction and discharge of this Twenty-Third Supplemental Indenture, the Trustee shall, upon the request of the City, execute and deliver to the City all such instruments as may be desirable to evidence such discharge and satisfaction and the Fiduciaries shall pay over or deliver to the City all Funds, Accounts and other moneys or securities held by them pursuant to this Twenty-Third Supplemental Indenture which are not required for the payment or redemption of the Bonds or the Series 2006__ Bank Obligations not theretofore surrendered or presented for such payment or redemption.

ARTICLE VIII

Default Provisions and Remedies of Trustee and Bondholders

Section 8.01. Defaults. In addition to the Events of Default set forth in Section 901 of the Indenture, each of the following events of default is hereby declared an "Event of Default":

(a) Default in the due and punctual payment of the purchase price of any Bond pursuant to Section 2.06 or 2.08 hereof; or

(b) Receipt by the Trustee of notice from the Bank that an Event of Default has occurred under the Reimbursement Agreement and that the Letter of Credit is being terminated pursuant to its terms by the Bank.

Section 8.02. Remedies. The provisions of Article IX of the Indenture shall be applicable to any Event of Default which shall have occurred and be continuing hereunder; provided, however, that so long as the Letter of Credit shall be in effect and the Bank shall have satisfied its obligations thereunder, the Bank shall be entitled to exercise all of the rights granted to the owners of the Bonds under Section 905 of the Indenture and in such event shall be further entitled, at such time as no Bonds remain outstanding hereunder, to direct the Trustee, notwithstanding the provisions of Section 903 of the Indenture, with respect to the use and disposition of moneys on deposit in the 2006__ Dedicated Sub-Fund and the Custody Account (including without limitation the right to direct the Trustee to pay over all or any part of such moneys to the Bank) until all of the obligations to the Bank secured by the Trust Estate shall have been satisfied in full. Notwithstanding any other provision of this Twenty-Third

Supplemental Indenture, amounts drawn on the Letter of Credit may be used only for the purposes described in Section 5.02 hereof.

ARTICLE IX

Trustee, Remarketing Agent and Paying Agent

Section 9.01. Acceptance of Trusts. The Trustee hereby accepts the trusts imposed upon it by this Twenty-Third Supplemental Indenture, and agrees to perform said trusts, but only upon and subject to the express terms and conditions set forth herein and in the Indenture. Except as otherwise expressly set forth in this Twenty-Third Supplemental Indenture, the Trustee assumes no duties, responsibilities or liabilities by reason of its execution of this Twenty-Third Supplemental Indenture other than as set forth in the Indenture and this Twenty-Third Supplemental Indenture, and this Twenty-Third Supplemental Indenture is executed and accepted by the Trustee subject to all the terms and conditions of its acceptance of the trust under the Indenture, as fully as if said terms and conditions were herein set forth at length. Notwithstanding the provisions of Section 1005 or 1006 of the Indenture, the Trustee shall have no lien or security interest in and to amounts drawn under the Letter of Credit or the proceeds of remarketed Bonds for the purpose of paying the fees or expenses of the Trustee. The Trustee shall draw upon the Letter of Credit as required in Section 5.02 hereof whether or not its fees and expenses have been fully paid. Notwithstanding any provision of the Indenture, the Trustee may not resign or be removed until a successor Trustee shall have been appointed as herein provided and the Letter of Credit duly and effectively transferred to such successor Trustee.

Section 9.02. Dealing in Bonds. The Remarketing Agent, in its individual capacity, may buy, sell, own, hold and deal in any of the Bonds, and may join in any action which the owner of any Bond may be entitled to take with like effect as if it did not act in any capacity hereunder. The Trustee or the Remarketing Agent, in its individual capacity, either as principal or agent, may also engage in or be interested in any financial or other transaction with the City, and may act as depository, trustee, or agent for any committee or body of the owners of Bonds secured hereby or other obligations of the City as freely as if it did not act in any capacity hereunder. It is expressly understood that the Trustee in carrying out its duties under this Twenty-Third Supplemental Indenture shall be acting as a conduit with respect to deliveries of Bonds for purchase and purchases pursuant to Sections 2.06 and 2.08 hereof.

Section 9.03. Remarketing Agent. The City shall designate the Remarketing Agent for the purpose of determining the interest rate on the Bonds, subject to the conditions set forth in Section 9.04 hereof, and for the purpose of remarketing the Bonds as provided herein. The Remarketing Agent shall designate to the Trustee its Delivery Office and signify its acceptance of the duties and obligations imposed upon it hereunder by written instruments of acceptance delivered to the City and the Trustee.

Section 9.04. Qualifications of Remarketing Agent. The Remarketing Agent shall be (i) a member of the National Association of Securities Dealers, Inc., having a capitalization of at least \$15,000,000, and (ii) authorized by law to perform all the duties imposed upon it by this Twenty-Third Supplemental Indenture and the Remarketing Agreement.

In the event of the resignation or removal of the Remarketing Agent, the Remarketing Agent shall pay over, assign and deliver any moneys and Bonds held by it in such capacity to its successor or, if there be no successor, to the Trustee.

Section 9.05. Remarketing of Bonds.

(a) Remarketing of Bonds. Except as provided in subsections (b), (d) and (e) of this Section 9.05, upon the delivery of Bonds to the Trustee by the owner of any Bond pursuant to Sections 2.06 or 2.08 hereof and the giving of notice to the Remarketing Agent as provided in subsection (c) of this Section 9.05, the Remarketing Agent shall offer for sale and use its best efforts to sell such Bonds, any such sale to be made on the date on which such Bonds are to be purchased as provided in Sections 2.06 or 2.08 hereof at not less than 100% of the principal amount thereof plus accrued interest, if any. The Remarketing Agent, for its own account and not as an agent of the City or the Trustee, may purchase any Bonds remarketed by it hereunder. Any such purchase may not be for the account of the City or the Trustee.

(b) No Remarketing of Certain Bonds. Notwithstanding the provisions of subsection (a) of this Section 9.05, to the extent that any moneys on deposit in the Project Account as described in Section 9.06(a)(i) hereof shall be on deposit with the Trustee at the time any Bonds are delivered to the Trustee, such Bonds shall be purchased with such moneys and cancelled by the Trustee and shall not be sold by the Remarketing Agent. Upon receipt of notice from the owner of a Bond pursuant to subsection (c) of this Section 9.05, the Trustee shall immediately notify the Remarketing Agent if any moneys described in Section 9.06(a)(i) hereof are to be used for such purchase and thereafter such Bonds so purchased are to be cancelled and not remarketed.

(c) Required Notices. Promptly, but in no event later than 3:00 P.M., New York City time, on the Business Day on which the Trustee receives notice from the owner of any Bond of its demand to have the Trustee purchase Bonds pursuant to Section 2.06 hereof, the Trustee shall give telegraphic or telephonic notice, promptly confirmed by a written notice, to the Remarketing Agent and the Bank specifying the principal amount of Bonds which such owner has demanded to have purchased, and the Trustee shall promptly deliver a copy of such written notice from such owner to each of such parties. On each date on which Bonds are delivered to the Trustee pursuant to Section 2.06 or 2.08 hereof, the Trustee shall give telegraphic or telephonic notice, promptly confirmed by a written notice, to the Remarketing Agent and the Bank specifying the principal amount of Bonds so delivered. The Remarketing Agent shall give telegraphic or telephonic notice promptly confirmed in writing to the Trustee and the Bank specifying the names, addresses, and taxpayer identification numbers of the purchasers of, and the principal amount and denominations of, Bonds, if any, sold by it, the purchase price at which the Bonds were sold, and their date of sale. With respect to any Bond which bears interest at a Weekly Rate or Flexible Rate or is in a denomination of at least \$100,000, such information must be given to the Trustee at or prior to 5:00 P.M., New York City time, on the Business Day prior to the date such Bond is to be delivered to the purchaser thereof so as to enable the Trustee to register such Bond in the name of the purchaser thereof. If such information is not received by the Trustee at or prior to the applicable time and date specified above, the Trustee shall cause such Bond to be registered in the name of the Remarketing Agent and shall hold such Bond for delivery to the Remarketing Agent in accordance with Section 9.07 hereof.

(d) Remarketing of Bonds held in Custody Account. Subject to the provisions of Section 9.11 hereof, the Remarketing Agent shall offer for sale and use its best efforts to sell any Bonds held in the Custody Account, unless otherwise directed by the City.

(e) No Remarketing of Bank-owned Bonds. No Bond which constitutes a Bank-owned Bond shall be remarketed by the Remarketing Agent without the express written consent of the Bank.

Section 9.06. Purchase of Bonds.

(a) Source of Funds to Purchase Bonds. On each date that Bonds are to be purchased pursuant to Section 2.06 or 2.08 hereof, the Trustee shall purchase, but only from the funds listed below, such Bonds from the owners thereof at a purchase price equal to the principal amount thereof plus accrued interest, if any, to the date of purchase. Funds for the payment of such purchase price shall be derived from the following sources in the order of priority indicated:

(i) moneys on deposit in the Project Account which are directed by the City to be used for the purchase of Bonds in accordance with Section 4.08 hereof; provided, however, that so long as the Letter of Credit shall be in effect, the purchase price of such Bonds shall be paid from a draw or draws on the Letter of Credit and moneys held in the Project Account shall be used on the purchase date to reimburse the Bank in an amount not to exceed the amount of such draw or draws;

(ii) proceeds of the sale of such Bonds by the Remarketing Agent pursuant to Section 9.05 hereof to the extent such funds are then available to the Trustee or any Paying Agent; and

(iii) moneys representing proceeds of a drawing by the Trustee under the Letter of Credit.

(b) Trustee to Hold Bonds and Moneys in Trust. The Trustee shall:

(i) hold all Bonds delivered to it pursuant to Section 2.06 or 2.08 hereof in trust for the benefit of the respective owners thereof which shall have so delivered such Bonds until moneys representing the purchase price of such Bonds shall been delivered to or for the account of or to the order of such owners; and

(ii) subject to the provisions of Section 9.09 hereof, hold all moneys delivered to it hereunder for the purchase of Bonds in trust for the benefit of the person or entity which shall have so delivered such moneys, and not invest such funds or commingle such funds with its general funds, until the Bonds purchased with such moneys shall have been delivered to or for the account of such person or entity.

Section 9.07. Delivery of Purchased Bonds. Bonds purchased in accordance with the provisions of this Twenty-Third Supplemental Indenture shall be delivered as follows:

(a) Bonds purchased with moneys described in clause (i) of Section 9.06(a) shall be cancelled and delivered to the Trustee.

(b) Bonds purchased with moneys described in clause (ii) of Section 9.06(a) shall be delivered to the Remarketing Agent at the office of the Trustee no later than 10:00 a.m., New York City time on the date of purchase against payment therefor in immediately available funds in an amount equal to the purchase price therefor.

(c) Bonds (other than Bank-owned Bonds) purchased with moneys described in clause (iii) of Section 9.06(a) shall be registered in the name of the Trustee and delivered to the Trustee and held by the Trustee in the Custody Account in accordance with the terms of Section 9.11 hereof.

(d) Bank-owned Bonds shall be registered in the name of the Bank and held by the Trustee for the account of the Bank

; provided that the delivery of Bonds described in this Section 9.07 shall be accomplished, at any time such Bonds are held in book-entry form by a Securities Depository, by the transfer of ownership rights in the Bonds on the records of the Securities Depository to the appropriate party described above.

Section 9.08. Drawings on Letter of Credit. The Trustee shall draw on the Letter of Credit for the purposes set forth in Section 5.02 at the time provided in this Section 9.08. For the purpose of paying principal and interest on or redemption price of the Bonds pursuant to Section 5.02, the Trustee shall draw on the Letter of Credit no later than 4:00 p.m., New York City time, on the Business Day immediately prior to the date on which such principal and interest or redemption price becomes due in accordance with this Twenty-Third Supplemental Indenture. For the purpose of paying the Purchase Price of Bonds pursuant to Section 5.02, if, by 10:00 a.m., New York City time, on the applicable Purchase Date or Mandatory Purchase Date, as the case may be, to the extent remarketing proceeds have not been received by the Trustee, the Trustee shall immediately draw on the Letter of Credit to the end that immediately available funds in New York, New York will be provided on such date from such draw to pay the Purchase Price of all Bonds subject to purchase on such Purchase Date or Mandatory Purchase Date with respect to which remarketing proceeds have not been received; provided, however, that if after drawing on the Letter of Credit but prior to the earlier of 3:00 p.m., New York City time, or the application of the proceeds of such draw to the payment of the Purchase Price of Bonds purchased pursuant to Section 2.06 or 2.08 hereof, the Trustee shall be provided with the proceeds of the sale of such Bonds by the Remarketing Agent pursuant to Section 9.05 hereof, the Trustee or the Paying Agent shall immediately apply the proceeds of such sale to the payment of such Purchase Price and shall thereupon return the proceeds of such draw to the Bank.

Section 9.09. Delivery of Proceeds of Sale. The proceeds of the sale by the Remarketing Agent of any Bond pursuant to Section 9.05 hereof shall be turned over to the Trustee for redelivery to the person who delivered such Bond to the Trustee. The proceeds of the sale by the Remarketing Agent of any Bonds held in the Custody Account shall be paid to the Bank in accordance with the Reimbursement Agreement.

Section 9.10. No Remarketing After Default. Anything in this Twenty-Third Supplemental Indenture to the contrary notwithstanding, there shall be no remarketing of Bonds pursuant to this Article IX if there shall have occurred and be continuing an Event of Default.

Section 9.11. Custody Account.

(a) Creation of Custody Account. There is hereby created by the City and ordered established with the Trustee a separate and segregated trust account to be designated the "Chicago O'Hare International Airport 2006__ Third Lien Bond Custody Account" (hereinafter called the "Custody Account").

(b) Deposit of Pledged Bonds in Custody Account. If any Bond (other than any Bank-owned Bond) is purchased by the Trustee pursuant to Section 2.06 or 2.08 hereof with moneys drawn under the Letter of Credit, that Bond shall be delivered to and held by the Trustee (and shall thereafter constitute a Pledged Bond until released as herein provided), shall be deposited in the Custody Account, and shall be released to the City or its order only upon the following:

(i) written or telephonic notice to the Bank from the Trustee promptly confirmed by tested telex, that such Bond has been remarketed by the Remarketing Agent;

(ii) evidence that the Trustee has received the proceeds of the remarketing of such Bond and holds such proceeds for the account of the Bank; and

(iii) telephonic notice from the Bank to the Trustee that the Letter of Credit has been reinstated to cover such remarketed Bond, provided that in connection with such reinstatement if such Bond bears interest at a Flexible Rate, sufficient amounts shall be drawn under the Letter of Credit and deposited into the Letter of Credit Account (and the Bank reimbursed therefor) so that the amount then held in the Letter of Credit Account is not less than the amount that would have been in such account as a result of draws pursuant to subsection (c) of Section 5.02 hereof if such Bond did not constitute a Pledged Bond hereunder; provided, however, that no single draw pursuant hereto may be made with respect to more than 34 days' interest on the Bonds being remarketed at the maximum rate of interest used for purposes of calculating the amount of the Letter of Credit.

(c) Registration of Pledged Bonds. Bonds purchased by the Trustee pursuant to Section 2.06 or 2.08 hereof which, by virtue of subsection (b) of this Section 9.11, constitute Pledged Bonds shall, immediately, upon receipt thereof by the Trustee, be registered in the name of the Trustee and held by the Trustee as collateral security for the payment of the Series 2006__ Bank Note.

(d) Deposit of Proceeds of Remarketing in Custody Account. To the extent of amounts due and owing to the Bank under the Series 2006__ Bank Note the proceeds of the remarketing of Bonds held in the Custody Account shall be deposited into the Custody Account and held by the Trustee for the account of, and in trust solely for, the Bank, shall not be commingled with the Trust Estate or any other moneys held by the Trustee, and shall be paid

over immediately to the Bank. The balance of such proceeds shall be deposited in the Principal and Interest Account of the 2006__ Dedicated Sub-Fund.

(e) Principal and Interest Payments on Pledged Bonds. On each Payment Date prior to the release of such Pledged Bonds to the City or the Remarketing Agent and reinstatement of the Letter of Credit as aforesaid, the Trustee shall apply the moneys in the Principal and Interest Account to the payment of Principal Installments or Sinking Fund Payments of, and interest on, such Pledged Bonds in the manner provided in Article IV hereof, but shall not draw on the Letter of Credit or use moneys in the Letter of Credit Account or any other moneys in the 2006__ Dedicated Sub-Fund, except moneys in the Principal and Interest Account, for that purpose to any extent whatever; and the Trustee shall receive for the account of the City the interest and principal paid in respect of such Bonds and immediately upon such receipt the Trustee shall pay such interest and principal over to the City; provided, however, that if at such time there shall remain any unreimbursed draw on the Letter of Credit with respect to such Bonds, such interest and principal payments shall be paid over to the Bank until the amount of such draw plus interest thereon as provided in the Reimbursement Agreement shall have been fully reimbursed.

(f) Cancellation of Pledged Bonds upon Redemption. If, on any date prior to the release of such Pledged Bonds from the Custody Account to the City or the Remarketing Agent and reinstatement of the Letter of Credit as aforesaid, all Bonds are called for redemption pursuant to Section 3.01(a) hereof, the Pledged Bonds shall be deemed to have been paid and shall thereupon be cancelled by the Trustee.

(g) Conversion of Pledged Bonds to Bank-owned Bonds. Upon a mandatory purchase of the Bonds pursuant to clause (a)(4) of Section 2.08 hereof, all Pledged Bonds held in the Custody Account shall constitute Bank-owned Bonds hereunder for all purposes.

Section 9.12. Paying Agent. The Trustee may and, if the Bonds bear interest at a Variable Rate and are no longer registered in the name of a nominee of a Securities Depository, shall appoint a Paying Agent with power to act on its behalf and subject to its direction (i) in the authentication, registration and delivery of Bonds in connection with transfers and exchanges under Article II and Section 3.04 hereof, as fully to all intents and purposes as though such Paying Agent had been expressly authorized by those Sections to authenticate, register and deliver Bonds, (ii) for effecting purchases and sales of Bonds pursuant hereto and accepting deliveries of Bonds, making deliveries of Bonds and holding Bonds pursuant hereto and (iii) in the making of draws and accepting notice of reinstatements under the Letter of Credit, including in the case of clauses (ii) and (iii) the establishment of required trust accounts in the name and on behalf of the Trustee. Any Paying Agent appointed pursuant to this Section 9.12 shall evidence its acceptance by a certificate filed with the Trustee and the City. For all purposes of this Twenty-Third Supplemental Indenture, the authentication, registration and delivery of Bonds by or to any Paying Agent pursuant to this Section shall be deemed to be the authentication, registration and delivery of Bonds "by or to the Trustee." Such Paying Agent shall at all times be a commercial bank having its principal office in New York, New York and shall at all times be a corporation organized and doing business under the laws of the United States or of any state with combined capital and surplus of at least \$50,000,000 and authorized under such laws to exercise corporate trust powers and subject to supervision or examination by Federal or state

authority. If such corporation publishes reports of condition at least annually pursuant to law or the requirements of such authority, then for the purposes of this Section the combined capital and surplus of such corporation shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

Any corporation into which such Paying Agent may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, consolidation or conversion to which such Paying Agent shall be a party, or any corporation succeeding to the corporate trust business of such Paying Agent, shall be a successor of such Paying Agent hereunder, if such successor corporation is otherwise eligible under this Section, without the execution or filing or any further act on the part of the parties hereto or such Paying Agent or such successor corporation.

Any Paying Agent may at any time resign by giving written notice of resignation to the Trustee, the Remarketing Agent, the Bank and the City, and such resignation shall take effect at the appointment by the Trustee of a successor Paying Agent pursuant to the succeeding provisions of this Section 9.12 and the acceptance by the successor Paying Agent of such appointment. The Trustee may at any time terminate the agency of any Paying Agent by giving written notice of termination to such Paying Agent, the Remarketing Agent, the Bank and the City. Upon receiving such a notice of resignation or upon such a termination, or in case at any time such Paying Agent shall cease to be eligible under this Section, the Trustee shall promptly appoint a successor Paying Agent, shall give written notice of such appointment to the City, the Remarketing Agent and the Bank, and shall mail notice of such appointment to all owners of Bonds.

Notwithstanding anything herein to the contrary, any Paying Agent shall be entitled to rely on information furnished to it orally or in writing by the Trustee, and in the case of notices pursuant to Section 9.05(c) hereof, by the Remarketing Agent, and shall be protected hereunder in relying thereon.

The Trustee agrees to pay to any Paying Agent from time to time its fees and expenses for its services and the Trustee shall be entitled to be reimbursed for such payments pursuant to Section 1006 of the Indenture.

Section 9.13. Notice to Moody's and S&P. The Trustee agrees to provide Moody's and S&P with prompt notice of (a) any change in the Trustee, Remarketing Agent or any Paying Agent hereunder, (b) any change or modification of the Indenture, the Letter of Credit or the Reimbursement Agreement, (c) the termination of the Letter of Credit, (d) any Interest Mode change or (e) the redemption or defeasance of all Outstanding Bonds.

ARTICLE X

Supplemental Indentures

Section 10.01. Supplements or Amendments to Twenty-Third Supplemental Indenture. This Twenty-Third Supplemental Indenture may be supplemented or amended in the manner set forth in Articles VII and VIII, respectively, of the Indenture.

Section 10.02. Consent of Bank Required. Anything herein to the contrary notwithstanding, so long as (i) the Letter of Credit is in effect or (ii) the Series 2006__ Bank Note remains Outstanding, a supplemental indenture under this Article shall not become effective unless and until the Bank shall have consented to the execution and delivery of such supplemental indenture. In this regard, the Trustee shall cause notice of the proposed execution of any such supplemental indenture together with a copy of the proposed supplemental indenture to be mailed to the Bank at least fifteen Business Days prior to the proposed date of execution and delivery of any such supplemental indenture. The Bank shall be deemed to have consented to the execution and delivery of any such supplemental indenture if the Trustee does not receive a letter of protest or objection thereto signed by or on behalf of the Bank on or before the fifteenth Business Day after the mailing of said notice.

ARTICLE XI

Miscellaneous

Section 11.01. Twenty-Third Supplemental Indenture as Part of Indenture. This Twenty-Third Supplemental Indenture shall be construed in connection with and as a part of the Indenture and all terms, conditions and covenants contained in the Indenture, except as herein modified and except as restricted in the Indenture to Third Lien Obligations of another Series, shall apply and be deemed to be for the equal benefit, security and protection of the Bonds and the Series 2006__ Bank Note.

Section 11.02. Severability. If any provision of this Twenty-Third Supplemental Indenture shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

Section 11.03. Payments Due on Saturdays, Sundays and Holidays. If any payment of interest or principal or premium on the Bonds is due on a date that is not a Business Day, payment shall be made on the next succeeding Business Day with the same force and effect as if made on the date which is fixed for such payment, and no interest shall accrue on such amount for the period after such due date.

Section 11.04. Counterparts. This Twenty-Third Supplemental Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.05. Rules of Interpretation. Unless expressly indicated otherwise, references to Sections or Articles are to be construed as references to Sections or Articles of this instrument as originally executed. Use of the words "herein," "hereby," "hereunder," "hereof," "hereinbefore," "hereinafter" and other equivalent words refer to this Twenty-Third Supplemental Indenture and not solely to the particular portion in which any such word is used.

Section 11.06. Captions. The captions and headings in this Twenty-Third Supplemental Indenture are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Sections of this Twenty-Third Supplemental Indenture.

Section 11.07. Additional Notices. Copies of all notices, certificates or other communications given to the City or the Trustee pursuant to the requirements of the Indenture or this Twenty-Third Supplemental Indenture, at the addresses set forth in Section 1104 of the Indenture, shall be given to the Bank at the same time and in the same manner, addressed as follows: **[Name of Bank]**, _____,
 Attention: _____.

IN WITNESS WHEREOF, the City has caused these presents to be executed in its name and with its official seal hereunto affixed and attested by its duly authorized officials; and to evidence its acceptance of the trusts hereby created, and Trustee has caused these presents to be executed in its corporate name and with its corporate seal hereunto affixed and attested by its duly authorized officers, as of the date first above written.

CITY OF CHICAGO

By: _____
 Chief Financial Officer

[SEAL]

Attest:

By: _____
 City Clerk

LASALLE BANK NATIONAL ASSOCIATION,
 as Trustee

By _____
 Authorized Signatory

[SEAL]

Attest:

By _____
 Authorized Signatory

*Exhibit "D".
(To Ordinance)*

Auction Rate Securities Provisions

Under

Twenty-Third Supplemental Indenture

Between

City Of Chicago

And

*LaSalle Bank National Association,
As Trustee*

Dated As Of [Dated Date Of Indenture]

[\$[Principal Amount]

*City Of Chicago
Chicago O'Hare International Airport
[Title Of Series Of Bonds]*

APPENDIX A

SPECIAL PROVISIONS RELATING TO TAX-EXEMPT AUCTION RATE CERTIFICATES

Section 100. Certain Definitions. In addition to the terms defined elsewhere in this [Twenty-Third] Supplemental Indenture, the following terms shall have the following meanings with respect to Bonds, as defined below, while they are Tax-Exempt Auction Rate Certificates, unless the context otherwise requires:

“All-Hold Rate” means, on any date of determination for (i) an Auction Period of seven days or less, the interest rate per annum equal to [85%] of the Index on such date; (ii) an Auction Period of 28- or 35-days, the interest rate per annum equal to [95%] of the Index; or (iii) an Auction Period greater than 35 days, the interest rate per annum equal to [70%]of the Index on such date, provided that in no event shall the All-Hold Rate be more than the Maximum Rate.

“Applicable Bonds Rate” has the meaning assigned to such term in Section 102(b) of this Appendix A.

“Applicable Number of Business Days” means the greater of two Business Days or one Business Day plus the number of Business Days by which the Auction Date precedes the first day of the next succeeding Interest Period.

“ARCs” means any Bonds bearing interest at an Auction Rate.

“ARCs Interest Period” means each period described in the ARCs Provisions as an “Interest Period” during which the Bonds bear interest at a particular ARCs Rate.

“ARCs Mode” means an Interest Mode during which the rate of interest borne by the Bonds is determined as set forth in the ARCs Provisions.

“ARCs Provisions” means the provisions set forth in this Appendix A and Appendix B.

“ARCs Rate” or **“Auction Rate”** means the rate of interest per annum on any Auction Date that results from the implementation of the ARCs Provisions. An ARCs Rate is a Variable Rate under the provisions of the [] Supplemental Indenture.

“Auction” means each periodic implementation of the Auction Procedures.

“Auction Agent” means any person appointed as such pursuant to the provisions described under the heading “Auction Agent.”

“Auction Agent Agreement” means the Auction Agent Agreements, dated as of _____, 2006, relating to each Series of Bonds, between the Trustee and the Auction Agent, and any similar agreement with a successor Auction Agent, in each case as from time to time amended or supplemented.

“Auction Agent Fee” means the fee to be paid to the Auction Agent for the services rendered by it under the Auction Agent Agreement and the Broker-Dealer Agreement.

“Auction Date” means the Initial Auction Date and thereafter, the Business Day immediately preceding the first day of each Interest Period, other than:

- (a) each Interest Period commencing after the ownership of the Bonds is no longer maintained in book entry form by the Depository;
- (b) each Interest Period commencing after the occurrence and during the continuance of a Payment Default; or
- (c) any Interest Period commencing less than the Applicable Number of Business Days after the cure or waiver of a Payment Default.

Notwithstanding the foregoing, the Auction Date for one or more Auction Periods may be changed pursuant to Section 114 of this Appendix A.

“Auction Period” means, (i) with respect to ARCs in a seven-day mode, any of (A) a period, generally of seven days, beginning on and including a Monday (or the day following the last day of the prior Auction Period if the prior Auction Period does not end on a Sunday) and ending on and including the Sunday thereafter (unless such Sunday is not followed by a Business Day, in which case ending on and including the next succeeding day which is followed by a Business Day), (B) a period, generally of seven days, beginning on and including a Tuesday (or the day following the last day of the prior Auction Period if the prior Auction Period does not end on a Monday) and ending on and including the Monday thereafter (unless such Monday is not followed by a Business Day, in which case ending on and including the next succeeding day which is followed by a Business Day), (C) a period, generally of seven days, beginning on and including a Wednesday (or the day following the last day of the prior Auction Period if the prior Auction Period does not end on a Tuesday) and ending on and including the Tuesday thereafter (unless such Tuesday is not followed by a Business Day, in which case ending on and including the next succeeding day which is followed by a Business Day), (D) a period, generally of seven days, beginning on and including a Thursday (or a day following the last day of the prior Auction Period if the prior Auction Period does not end on a Wednesday) and ending on and including the Wednesday thereafter (unless such Wednesday is not followed by a Business Day, in which case ending on and including the next succeeding day which is followed by a Business Day) or (E) a period, generally of seven days, beginning on and including a Friday (or the day following the last day of the prior Auction Period if the prior Auction Period does not end on a Thursday) and ending on and including the Thursday thereafter (unless such Thursday is not followed by a Business Day, in which case ending on and including the next succeeding day which is followed by a Business Day); (ii) with respect to ARCs in a 35-day mode, any of (A) a period, generally of 35 days, beginning on and including a Monday (or the day following the last day of the prior Auction Period if the prior Auction Period does not end on a Sunday) and ending on and including the fifth Sunday thereafter (unless such Sunday is not followed by a Business Day, in which case ending on and including the next succeeding day which is followed by a Business Day), (B) a period, generally of 35 days, beginning on and including a Tuesday (or the day following the last day of the prior Auction Period if the prior Auction Period does not end on a Monday) and ending on and including the fifth Monday thereafter (unless such Monday is not followed by a Business Day, in which case ending on and including the next succeeding day followed by a Business Day), (C) a period, generally of 35

days, beginning on and including a Wednesday (or the day following the last day of the prior Auction Period if the prior Auction Period does not end on a Tuesday) and ending on and including the fifth Tuesday thereafter (unless such Tuesday is not followed by a Business Day, in which case ending on and including the next succeeding day followed by a Business Day), (D) a period, generally of 35 days, beginning on and including a Thursday (or the day following the last day of the prior Auction Period if the prior Auction Period does not end on a Wednesday) and ending on and including the fifth Wednesday thereafter (unless such Wednesday is not followed by a Business Day, in which case ending on and including the next succeeding day followed by a Business Day) or (E) a period, generally of 35 days, beginning on and including a Friday (or the day following the last day of the prior Auction Period if the prior Auction Period does not end on a Thursday) and ending on and including the fifth Thursday thereafter (unless such Thursday is not followed by a Business Day, in which case ending on and including the next succeeding day which is followed by a Business Day) and (iii) a Special Auction Period; provided, however, that the initial Auction Period with respect to the Bonds shall begin on and include the date of issuance of the Bonds, and that, in the event of a conversion of the Bonds from another Interest Rate Period to an Auction Rate Period, the initial Auction Period following such conversion shall begin on and include the date of conversion to an Auction Rate Period.

“Auction Period Adjustment” has the meaning set forth in Section 2.8(a)(i) of the Broker-Dealer Agreement.

“Auction Procedures” means the procedures set forth in Section 104 of this Appendix A.

“Auction Rate” means the rate of interest per annum on any Auction Date that results from the implementation of the Auction Procedures, and determined as described in Section 104 of this Appendix A.

“Authorized Denominations” means with respect to the ARCs \$25,000 and any integral multiple thereof.

“Available Bonds” has the meaning assigned to such term in Section 104(a)(i) of this Appendix A.

“BD” means [Name of Broker-Dealer].

“Bid” has the meaning assigned to such term in Section 104(a)(i) of this Appendix A.

“Bidder” has the meaning assigned to such term in the provisions described under the heading “Auction Procedures.”

“Bond Insurer” means [Name of Bond Insurer], an insurance company incorporated under the laws of the State of _____, or any successor thereto.

“Bonds” means for purposes of this Appendix A, each Series of Series 2006 Bonds outstanding as Tax-Exempt Auction Rate Certificates, initially being the Series 2006__ Bonds and the Series 2006__ Bonds. The provisions of this Appendix A shall apply to each

Series independently of any other Series, as if there were only one Series of Bonds Outstanding as Auction Rate Certificates.

“Broker-Dealer” means BD or any other broker or dealer (each as defined in the Securities Exchange Act), commercial bank or other entity permitted by law to perform the functions required of a Broker-Dealer set forth in the Auction Procedures that (i) is a Participant (or an affiliate of a Participant), (ii) has a capital surplus of at least \$100,000,000, (iii) has been selected by the City with the approval of the Market Agent and (iv) has entered into a Broker-Dealer Agreement that remains effective.

“Broker-Dealer Agreement” means (a) the Broker-Dealer Agreements for each Series of Bonds, dated as of _____, 2006, between the Auction Agent and [Name of Broker-Dealer] and (b) each other agreement between the Auction Agent and a Broker-Dealer pursuant to which the Broker-Dealer agrees to participate in Auctions as set forth in the Auction Procedures, in each case as from time to time amended or supplemented.

“Broker-Dealer Fee” means the fee to be paid to the Broker-Dealers for the services rendered by them under the Broker-Dealer Agreement.

“Business Day” with respect to the Bonds means any day other than April 14, April 15, December 30, December 31, such other dates as may be agreed to in writing by the Market Agent, the Auction Agent, the Broker-Dealer, and the City, or a Saturday, Sunday or other day on which banks in the city of New York, New York or the New York Stock Exchange, the Trustee or the Auction Agent are authorized or permitted by law or executive order to close.

“Code” means the Internal Revenue Code of 1986, as amended.

“Cover Bid” means a Bid placed by the Broker-Dealer for all or part of the ARCs.

“Date of Delivery” means the date of issuance and delivery of the Bonds.

“Default Rate” means, on any date of determination, the interest rate per annum equal to lesser of [___ %] of the Index or the Maximum Rate.

“Depository” means The Depository Trust Company, New York, New York or another recognized securities depository selected by the City which maintains a book-entry system for the Bonds.

“DTC” means The Depository Trust Company.

“Electronic Means” means telecopy, telegram, facsimile transmission, e-mail transmission, other similar means of electronic transmission, including a telephonic transmission confirmed by any other method set forth in this definition, or other method of electronic communication mutually agreed to by the parties to the Broker-Dealer Agreement. Notwithstanding the preceding sentence, “Electronic Means” also means Short-Term Adjustable Rate Trader system (“START”) or similar electronic system for the conduct of Auctions, where applicable.

“Estimated Market Rate” means an interest rate or range of interest rates that, in the Broker-Dealer’s good faith judgment, reflects a fair and reasonable interest rate, taking into consideration such circumstances as it believes are relevant, including prevailing market conditions with respect to such security at the time of the determination, general economic conditions and trends, current interest rates for comparable securities, and the City’s financial condition and prospects. In determining the Estimated Market Rate, BD should not take into consideration either the interest of the City in paying a low interest rate or the interest of investors in receiving a high interest rate. In addition, in determining the Estimated Market Rate for purposes of submitting a Bid for its own account, BD may also consider such factors as the expense involved, the size of the BD’s inventory position, its capital requirements and its risk management needs.

“Existing Holder” means (a) with respect to and for the purpose of dealing with the Auction Agent in connection with an Auction, a Person who is a Broker-Dealer listed in the Existing Holder Registry at the close of business on the Business Day immediately preceding the Auction Date for such Auction and (b) with respect to and for the purpose of dealing with the Broker-Dealer in connection with an Auction, a Person who is a qualified owner of Bonds.

“Existing Holder Registry” means the register maintained by the Auction Agent pursuant to the Auction Agent Agreement.

“Hold Order” has the meaning set forth in the provisions set forth in Section 104(a)(i) of this Appendix A.

“Index” means, on any Auction Date with respect to the Bonds in any Auction Period of 35 days or less, the [S&P Weekly Index] on such date and, with respect to ARCs in any Auction Period of more than 35 days, the yield on United States Treasury securities on the date the Auction Period began which has a maturity which most closely matches the last day of the Auction Period. If such rate is unavailable, the Index for the Bonds means an index or rate agreed to by all Broker-Dealers. If for any reason on any Auction Date the Index shall not be determined as provided above, the Index shall mean the Index for the Auction Period ending on such Auction Date.

“Initial Auction Date” means, as to the Series 2006__ Bonds, _____, and as to the Series 2006__ Bonds, _____, 2006.

“Initial Interest Payment Date” means as to the Series 2006__ Bonds _____, 2006, and as to the Series 2006__ Bonds _____, 2006.

“Initial Interest Period” means the period from and including the Date of Delivery to (but not including) the Initial Interest Payment Date.

“Interest Amount” with respect to the Bonds, means the amount of interest distributable in respect of each \$1,000 in principal amount (taken, without rounding, to .0001 of one cent) of Bonds for any Interest Period or part thereof, as calculated in accordance with the provisions described under the heading “Interest on Bonds.”

“Interest Payment Date” as to any ARCs Interest Period means the day following the end of each such Interest Period (provided, however, that if the duration of the Interest Period is one year or longer, then the Interest Payment Dates therefor shall be each January 1 and July 1 during such Interest Period and the day following the end of such Interest Period) and shall also mean the date on which principal of the Bonds is due and payable by operation of mandatory sinking fund redemption or at stated maturity and any date that the Interest Mode is changed from an ARCs Rate Period to a Weekly Mode, a Flexible Mode or the Fixed Mode. If any such date is not a Business Day, the Interest Payment Date shall be the next succeeding Business Day.

“Interest Period” means (a) the Initial Interest Period and each successive seven-day period (with respect to the Series 2006 ___ Bonds) and each successive thirty-five day period (with respect to the Series 2006 ___ Bonds) thereafter, (i) with respect to the Series 2006 ___ Bonds, commencing on a Tuesday (or the Business Day following the last day of the prior Interest Period, if the prior Interest Period does not end on a Monday) and ending on (and including) a Monday (unless such Monday is not followed by a Business Day, in which case such Interest Period will end on the next succeeding day that is followed by a Business Day) and (ii) with respect to the Series 2006 ___ Bonds, commencing on a Tuesday (or the Business Day following the last day of the prior Interest Period, if the prior Interest Period does not end on a Monday) and ending on (and including) a Monday (unless such Monday is not followed by a Business Day, in which case such Interest Period will end on the next succeeding day that is followed by a Business Day) and (b) if the Auction Periods are changed as provided in this Appendix A, each period commencing on an Interest Payment Date and ending on but excluding the next succeeding Interest Payment Date.

“Internal Submission Deadline” means, with respect to BD, 12:00 p.m. on any Auction Date or such other time prior to the Submission Deadline as is announced by BD.

“Liquidity Facility” means with respect to Bonds in the Weekly Mode or the Flexible Mode, any standby bond purchase agreement, letter of credit, line of credit and any related reimbursement agreement, among the Liquidity Provider, the City and the Trustee, as tender agent, which has been consented to in writing by the Bond Insurer, then in effect, providing for the purchase of, or the funding of amounts to purchase Bonds on purchase dates pursuant to the [_____] Supplemental Indenture.

“Liquidity Provider” means any commercial bank, or other financial institution, issuing a Liquidity Facility then in effect, or the City if it is providing self-liquidity, in each case in its capacity as issuer of a Liquidity Facility.

“Market Agent” means the market agent or market agents appointed pursuant to Section 111 of this Appendix A, and its or their successors or assigns.

“Market Agent Agreements” mean the Market Agent Agreements, dated as of _____, 2006, relating to each Series of the Bonds, between the Trustee and the Market Agent, and any similar agreement with a successor Market Agent, in each case as from time to time amended or supplemented.

“Maximum Rate” means the lesser of: (i) the maximum rate of interest permitted by State law and (ii) ___% per annum.

“Order” has the meaning assigned to such term in Section 104(a)(i) of this Appendix A.

“Participant” means a member or participant in the Depository.

“Payment Default” means the failure by the City to make payment of interest on, premium, if any, and principal of the Bonds to Holders when due.

“Potential Holder” means any Person (including an Existing Holder that is (a) a Broker-Dealer when dealing with the Auction Agent and (b) a potential beneficial owner when dealing with a Broker-Dealer) who may be interested in acquiring Bonds (or, in the case of an Existing Holder thereof, an additional principal amount of Bonds).

“Record Date” for purposes of this Appendix A means the Applicable Number of Business Days immediately preceding each Interest Payment Date.

“Redemption Date” means the date fixed for such redemption.

“Securities Exchange Act” means the Securities Exchange Act of 1934, as amended.

“Sell Order” has the meaning assigned to such term in Section 104(a)(i) of this Appendix A.

“Seller’s Broker-Dealer” has the meaning assigned to such term in paragraph (a)(iii) of Exhibit A to the Broker-Dealer Agreement.

“Settlement Procedures” means the Settlement Procedures attached as Exhibit A to the Broker-Dealer Agreement.

“Special Auction Period” means, with respect to ARCs, (a) any period of less than 183 days which is not another Auction Period and which is divisible by seven and which begins on an Interest Payment Date and ends (i) in the case of ARCs with Auctions generally conducted on Fridays, on a Sunday unless such Sunday is not followed by a Business Day, in which case on the next succeeding day which is followed by a Business Day, (ii) in the case of ARCs with Auctions generally conducted on Mondays, on a Monday unless such Monday is not followed by a Business Day, in which case on the next succeeding day which is followed by a Business Day, (iii) in the case of ARCs with Auctions generally conducted on Tuesdays, on a Tuesday unless such Tuesday is not followed by a Business Day, in which case on the next succeeding day which is followed by a Business Day, (iv) in the case of ARCs with Auctions generally conducted on Wednesdays, on a Wednesday unless such Wednesday is not followed by a Business Day, in which case on the next succeeding day which is followed by a Business Day, and (v) in the case of ARCs with Auctions generally conducted on Thursdays, on a Thursday unless such Thursday is not followed by a Business Day, in which case on the next succeeding day which is followed by a Business Day or (b) any period which is 183 days or longer which

begins on an Interest Payment Date and ends not later than the day prior to the final scheduled maturity date of ARCs.

“Submission Deadline” means 1:00 p.m., New York City time, on such Auction Date or any other time on any Auction Date by which Broker-Dealers are required to submit Orders to the Auction Agent as specified by the Auction Agent from time to time.

“Submission Processing Deadline” means the earlier of (i) one hour after the Submission Deadline and (ii) the time when the Auction Agent begins to disseminate the results of the Auction to the Broker-Dealers.

“Submission Processing Representation” has the meaning assigned to such term in Section 2.3 of the Broker-Dealer Agreement.

“Submitted Bid” has the meaning assigned to such term in Section 104(c)(i) of this Appendix A.

“Submitted Hold Order” has the meaning assigned to such term in Section 104(c)(i) of this Appendix A.

“Submitted Order” has the meaning assigned to such term in Section 104(c)(i) of this Appendix A.

“Submitted Sell Order” has the meaning assigned to such term in Section 104(c)(i) of this Appendix A.

“Sufficient Clearing Bids” has the meaning assigned to such term in Section 104(c)(i)(B) of this Appendix A.

[**“S&P Weekly Index”** means the Standard & Poor’s Weekly High Grade Index, which is composed of thirty-four MIG-1 rated municipal tax-exempt notes that are not subject to AMT and the coupon of each issue is adjusted to price that component on par and track the high-grade weekly tax-exempt levels.]

“Winning Bid Rate” has the meaning assigned to such term in Section 104(c)(i)(C) of this Appendix A.

Section 101. Global Form; Depository.

(a) The Series 2006__ Bonds and the Series 2006__ Bonds shall be initially issued as Tax-Exempt Auction Rate Certificates. Except as otherwise provided under this heading, the Bonds, in the form of one Bond for each maturity of each Series of Bonds, shall be registered in the name of the Depository, and ownership thereof shall be maintained in book-entry form by the Depository for the account of the Participants. Initially, the Bonds shall be registered in the name of Cede & Co., as the nominee of DTC. Except as provided in paragraph (c) below, the Bonds may be transferred, in whole but not in part, only to DTC, or to a successor of DTC selected or approved by the City or to a nominee of such successor Depository.

(b) Neither the City, the Market Agent, the Trustee nor any of their respective affiliates shall have any responsibility or obligation with respect to:

(i) the accuracy of the records of the Depository or any Participant with respect to any beneficial ownership interest in the Bonds;

(ii) the delivery to any Participant, any beneficial owner of the Bonds or any other Person, other than the Depository, of any notice with respect to the Bonds; or

(iii) the payment to any Participant, any beneficial owner of the Bonds or any other Person, other than the Depository, of any amount with respect to the principal, premium, if any, or interest on the Bonds.

So long as the certificates for the Bonds are not issued pursuant to paragraph (c) below, the City and the Trustee may treat the Depository as, and deem the Depository to be, the absolute owner of the Bonds for all purposes whatsoever, including without limitation:

(i) the payment of principal, premium, if any, and interest on the Bonds;

(ii) giving notices of redemption and other matters with respect to the Bonds;

(iii) registering transfer with respect to the Bonds; and

(iv) the selection of Bonds for redemption.

(c) If at any time the Market Agent has notified the City that the Bonds should not be maintained in book-entry form or the Depository notifies the City that it is unwilling or unable to continue as Depository with respect to the Bonds, or if at any time the Depository shall no longer be registered or in good standing under the Securities Exchange Act or other applicable statute or regulation and a successor Depository is not appointed by the City within 90 days after the City receives notice or becomes aware of such condition, as the case may be, then this Section shall no longer be applicable and the City shall execute (but need not prepare) and the Trustee shall authenticate and deliver certificates representing the Bonds as provided below. Certificates for the Bonds issued in exchange for a global certificate pursuant to this paragraph (c) shall be registered in such names and authorized denominations as the Depository, pursuant to instructions from the Participants or otherwise, shall instruct the City and the Trustee in writing. Based on information provided by the Depository, the Trustee shall promptly deliver such certificates representing the Bonds to the persons in whose names such Bonds are so registered on the Business Day immediately preceding the first day of an Interest Period.

(d) So long as the ownership of the Bonds is maintained in book-entry form by the Depository, an Existing Holder may sell, transfer or otherwise dispose of its beneficial interest in Bonds only pursuant to a Bid or Sell Order placed in any Auction or to or through a Broker-Dealer, provided that in the case of all transfers other than pursuant to Auctions such Existing Holder, its Broker-Dealer or its Participant advises the Auction Agent of such transfer.

Section 102. Interest on Bonds.

(a) Interest on the Bonds shall accrue for each Interest Period and shall be payable in arrears, commencing on the Initial Interest Payment Date and on each Interest Payment Date thereafter. The amount of interest payable on the Bonds on any Interest Payment Date shall be calculated (i) during an ARCs Rate Period of 180 days or more, on the basis of a 360-day year of twelve 30-day months and (ii) during an ARCs Rate Period of less than 180 days, on the basis of a 360-day year for the number of days actually elapsed.

(b) The rate of interest on the Series 2006___ Bonds and the Series 2006___ Bonds for the Initial Interest Period shall be the respective rates of interest per annum, as shall be set forth in the Purchase Contract. The rate of interest on the Bonds of each Series for each subsequent Interest Period shall be the Auction Rate unless the Auction Rate exceeds the Maximum Rate, in which case the rate of interest on the respective Bonds for such Interest Period shall be the Maximum Rate, or unless the Maximum Rate shall actually be lower than the All-Hold Rate, in which case the rate of interest on the respective Bonds for such Interest Period shall be the Maximum Rate; provided that, except as provided in Section 116, if, on any Auction Date, an Auction is not held for any reason, then the rate of interest for the next succeeding Interest Period shall equal the Maximum Rate on such Auction Date. Notwithstanding the foregoing, if

(i) the ownership of the Bonds is no longer maintained in book-entry form by the Depository, the rate of interest on the Bonds for any Interest Period commencing after the delivery of certificates representing Bonds pursuant to clause (c) above under Section 101 "Global Form; Depository" shall equal the Maximum Rate on the Business Day immediately preceding the first day of such Interest Period; or

(ii) if a Payment Default occurs, Auctions will be suspended and the Applicable Bonds Rate for the Interest Period commencing on or after such Payment Default and for each Interest Period thereafter to and including the Interest Period, if any, during which, or commencing fewer than the Applicable Number of Business Days after, such Payment Default is cured will equal the Default Rate.

The rate per annum at which interest is payable on the Bonds for any Interest Period is referred to in this Appendix A as the "Applicable Bonds Rate." Notwithstanding anything herein to the contrary, the Applicable Bonds Rate cannot exceed the Maximum Rate.

(c) Notwithstanding anything herein to the contrary, if any Bond or portion thereof has been selected for redemption during the next succeeding Interest Period, that Bond or portion thereof, will not be included in the Auction preceding such Redemption Date, and that Bond or portion thereof, will continue to bear interest until the Redemption Date at the rate established for the Interest Period prior to that Auction.

Section 103. Payments. So long as the Bonds are registered in the name of the Depository, or the nominee thereof, payment (other than at maturity) of interest and premium, if any, on, and of principal at redemption of, the Bonds shall be made to the Depository by wire transfer provided proper wire instructions are received. Each Holder of Bonds, by such Holder's

purchase of Bonds, appoints the Trustee as its agent in connection with the payment by such Holder of its share, if any, of the amounts payable to the Auction Agent and the Broker-Dealers pursuant to Section 106 of this Appendix A.

Section 104. Auction Procedures. Auctions shall be conducted on each Auction Date (other than the Auction Date immediately preceding (i) each Interest Period commencing after the ownership of the Bonds is no longer maintained in book-entry form by the Depository; (ii) each Interest Period commencing after the occurrence and during the continuance of a Payment Default; or (iii) any Interest Period commencing less than the Applicable Number of Business Days after the cure of a Payment Default). If there is an Auction Agent on such Auction Date, Auctions shall be conducted in the following manner:

(a) Orders by Existing Holders and Potential Holders.

(i) Prior to the Internal Submission Deadline on each Auction Date:

(A) each Existing Holder of Bonds may submit to a Broker-Dealer information as to:

(I) the principal amount of Outstanding Bonds, if any, held by such Existing Holder which such Existing Holder desires to continue to hold without regard to the Auction Rate for the next succeeding Interest Period;

(II) the principal amount of Outstanding Bonds, if any, which such Existing Holder offers to sell if the Auction Rate for the next succeeding Interest Period shall be less than the rate per annum specified by such Existing Holder; and/or

(III) the principal amount of Outstanding Bonds, if any, held by such Existing Holder which such Existing Holder offers to sell without regard to the Auction Rate for the next succeeding Interest Period; and

(B) one or more Broker-Dealers may contact Potential Holders to determine the principal amount of Bonds which each such Potential Holder offers to purchase if the Auction Rate for the next succeeding Interest Period shall not be less than the rate per annum specified by such Potential Holder.

The communication to a Broker-Dealer of information referred to in clause (A)(I), (A)(II), (A)(III) or (B) of this paragraph (i) is hereinafter referred to as an "Order" and collectively as "Orders" and each Existing Holder and each Potential Holder placing an Order is hereinafter referred to as a "Bidder" and collectively as "Bidders;" an Order containing the information referred to in (x) clause (A) (I) of this paragraph (i) is hereinafter referred to as a "Hold Order" and collectively as "Hold Orders," (y) clause (A)(II) or (B) of this paragraph (i) is hereinafter referred to as a "Bid" and collectively as "Bids" and (z) clause (A)(III) of this paragraph (i) is hereinafter referred to as a "Sell Order" and collectively as "Sell Orders."

(ii) (A) Subject to the provisions of subsection (b) below, a Bid by an Existing Holder shall constitute an irrevocable offer to sell, unless revoked prior to the Internal Submission Deadline:

(I) the principal amount of Outstanding Bonds specified in such Bid if the Auction Rate determined as provided under this heading shall be less than the rate specified in such Bid; or

(II) such principal amount or a lesser principal amount of Outstanding Bonds to be determined as set forth in clause (D) of paragraph (i) of subsection (d) of this Section 104, if the Auction Rate determined as provided under this heading shall be equal to the rate specified in such Bid; or

(III) such principal amount or a lesser principal amount of Outstanding Bonds to be determined as set forth in clause (C) of paragraph (ii) of subsection (d) of this Section 104 if the rate specified shall be higher than the Maximum Interest Rate and Sufficient Clearing Bids have not been made.

(B) *Subject to the provisions of subsection (b) below, a Sell Order by an Existing Holder shall constitute an irrevocable offer to sell, unless revoked prior to the Internal Submission Deadline:*

(I) the principal amount of Outstanding Bonds specified in such Sell Order, or

(II) such principal amount or a lesser principal amount of Outstanding Bonds as set forth in clause (C) of paragraph (ii) of subsection (d) of this Section 104 if Sufficient Clearing Bids have not been made.

(C) *Subject to the provisions of subsection (b) below, a Bid by a Potential Holder shall constitute an irrevocable offer to purchase, unless revoked prior to the Internal Submission Deadline:*

(I) the principal amount of Outstanding Bonds specified in such Bid if the Auction Rate determined as provided under this heading shall be higher than the rate specified in such Bid; or

(II) such principal amount or a lesser principal amount of Outstanding Bonds as set forth in clause (E) of paragraph (i) of subsection (d) of this Section 104 if the Auction Rate determined as provided under this heading shall be equal to the rate specified in such Bid.

(D) No Bids or Orders that are "all or none" shall be accepted.

(E) No "market Orders" shall be accepted.

(iii) BD shall submit an Order to sell in an Auction all ARCs for that Auction of which it is a beneficial owner. BD may place a Bid for its own account in an Auction

at any time until the Submission Deadline, as long as any Bid it places is at an Estimated Market Rate, and may withdraw any Bid so placed prior to the Submission Deadline. BD may place one or more Cover Bids for all or part of the Auction as long as any Bid it places is at an Estimated Market Rate.

(b) Submissions by Broker-Dealers to the Auction Agent.

(i) Each Broker-Dealer shall submit by Electronic Means to the Auction Agent prior to the Submission Deadline (subject to subsection (e) below) on each Auction Date all Orders obtained by such Broker-Dealer and shall specify with respect to each such Order:

(A) the name of the Bidder placing such Order;

(B) the aggregate principal amount of Bonds that are the subject of such Order;

(C) to the extent that such Bidder is an Existing Holder:

(I) the principal amount of Bonds, if any, subject to any Hold Order placed by such Existing Holder;

(II) the principal amount of Bonds, if any, subject to any Bid placed by such Existing Holder and the rate specified in such Bid; and

(III) the principal amount of Bonds, if any, subject to any Sell Order placed by such Existing Holder; and

(D) to the extent such Bidder is a Potential Holder, the rate and amount specified in such Potential Holder's Bid.

(ii) If any rate specified in any Bid contains more than three figures to the right of the decimal point, the Auction Agent shall round such rate up to the next highest one thousandth (.001) of 1%.

(iii) If an Order or Orders covering all Outstanding Bonds held by any Existing Holder is not submitted to the Auction Agent prior to the Submission Deadline, the Auction Agent shall deem a Hold Order to have been submitted on behalf of such Existing Holder covering the principal amount of Outstanding Bonds held by such Existing Holder and not subject to an Order submitted to the Auction Agent.

(iv) Neither the City, the Trustee nor the Auction Agent shall be responsible for any failure of a Broker-Dealer to submit an Order to the Auction Agent on behalf of any Existing Holder or Potential Holder, nor shall any such party be responsible for failure by any Securities Depository to effect any transfer or to provide the Auction Agent with current information regarding registration of transfers.

(v) If any Existing Holder submits through a Broker-Dealer to the Auction Agent one or more Orders covering in the aggregate more than the principal amount of Outstanding Bonds held by such Existing Holder, such Orders shall be considered valid as follows and in the following order of priority:

(A) all Hold Orders shall be considered valid, but only up to and including in the aggregate the principal amount of Bonds held by such Existing Holder, and if the aggregate principal amount of Bonds subject to such Hold Orders exceeds the aggregate principal amount of Bonds held by such Existing Holder, the aggregate principal amount of Bonds subject to each such Hold Order shall be reduced so that the aggregate principal amount of Bonds subject to such Hold Orders equals the aggregate principal amount of Outstanding Bonds held by such Existing Holder;

(B) (I) any Bid shall be considered valid up to and including the excess of the principal amount of Outstanding Bonds held by such Existing Holder over the aggregate principal amount of Bonds subject to any Hold Orders referred to in clause (A) of this paragraph (iv);

(II) subject to subclause (I) of this clause (B), if more than one Bid with the same rate is submitted on behalf of such Existing Holder and the aggregate principal amount of Outstanding Bonds subject to such Bids is greater than such excess, such Bids shall be considered valid up to and including the amount of such excess and the stated amount of Bonds subject to each Bid with the same rate shall be reduced pro rata to cover the stated amount of Bonds equal to such excess;

(III) subject to subclauses (I) and (II) of this clause (B), if more than one Bid with different rates is submitted on behalf of such Existing Holder, such Bids shall be considered valid first in the ascending order of their respective rates until the highest rate is reached at which such excess exists and then at such rate up to and including the amount of such excess; and

(IV) in any such event, the aggregate principal amount of Outstanding Bonds, if any, subject to Bids not valid under this clause (B) shall be treated as the subject of a Bid by a Potential Holder at the rate therein specified; and

(C) all Sell Orders shall be considered valid up to and including the excess of the principal amount of Outstanding Bonds held by such Existing Holder over the aggregate principal amount of Bonds subject to valid Hold Orders referred to in clause (A) of this paragraph (iv) and valid Bids referred to in clause (B) of this paragraph (v).

(vi) If more than one Bid for Bonds is submitted on behalf of any Potential Holder, each Bid submitted shall be a separate Bid with the rate and principal amount therein specified.

(vii) Any Bid or Sell Order submitted by an Existing Holder covering an aggregate principal amount of Bonds not equal to an Authorized Denomination therefor shall be rejected and shall be deemed a Hold Order. Any Bid submitted by a Potential

Holder covering an aggregate principal amount of Bonds not equal to an Authorized Denomination therefor shall be rejected.

(viii) Any Bid specifying a rate higher than the Maximum Rate will (1) be treated as a Sell Order if submitted by an Existing Holder and (2) not be accepted if submitted by a Potential Holder.

(ix) An Existing Holder that offers to purchase additional Bonds is, for purposes of such offer, treated as a Potential Holder.

(c) Determination of Sufficient Clearing Bids, Auction Rate and Winning Bid Rate.

(i) Not earlier than the Submission Deadline on each Auction Date, the Auction Agent shall assemble all valid Orders submitted or deemed submitted to it by the Broker-Dealers (each such Order as submitted or deemed submitted by a Broker-Dealer being hereinafter referred to individually as a "Submitted Hold Order," a "Submitted Bid" or a "Submitted Sell Order," as the case may be, or as a "Submitted Order" and collectively as "Submitted Hold Orders," "Submitted Bids" or "Submitted Sell Orders," as the case may be, or as "Submitted Orders") and shall determine:

(A) the excess of the total principal amount of Outstanding Bonds over the sum of the aggregate principal amount of Outstanding Bonds subject to Submitted Hold Orders (such excess being hereinafter referred to as the "Available Bonds"); and

(B) from such Submitted Orders whether:

(I) the aggregate principal amount of Outstanding Bonds subject to Submitted Bids by Potential Holders specifying one or more rates equal to or lower than the Maximum Rate; exceeds or is equal to the sum of:

(II) the aggregate principal amount of Outstanding Bonds subject to Submitted Bids by Existing Holders specifying one or more rates higher than the Maximum Rate; and

(III) the aggregate principal amount of Outstanding Bonds subject to Submitted Sell Orders (in the event such excess or such equality exists, other than because the sum of the principal amounts of Bonds in subclauses (II) and (III) above is zero because all of the Outstanding Bonds are subject to Submitted Hold Orders, such Submitted Bids in subclause (I) above are hereinafter referred to collectively as "Sufficient Clearing Bids"), and

(C) if Sufficient Clearing Bids have been made, the lowest rate specified in such Submitted Bids (which shall be the "Winning Bid Rate") such that if

(I) (aa) each such Submitted Bid from Existing Holders specifying such lowest rate and (bb) all other Submitted Bids from Existing Holders specifying lower rates were rejected, thus entitling such Existing Holders to

continue to hold the principal amount of Bond's subject to such Submitted Bids;
and

(II) (aa) each such Submitted Bid from Potential Holders specifying such lowest rate and (bb) all other Submitted Bids from Potential Holders specifying lower rates were accepted,

the result would be that such Existing Holders described in subclause (I) above would continue to hold an aggregate principal amount of Outstanding Bonds which, when added to the aggregate principal amount of Outstanding Bonds to be purchased by such Potential Holders described in subclause (II) above, would equal not less than the Available Bonds.

(ii) Promptly after the Auction Agent has made the determinations pursuant to paragraph (i) of this subsection (c), the Auction Agent shall advise the Trustee of the Maximum Rate and the All-Hold Rate and the components thereof on the Auction Date and, based on such determinations, the Auction Rate for the next succeeding Interest Period as follows:

(A) if Sufficient Clearing Bids have been made, that the Auction Rate for the next succeeding Interest Period shall be equal to the Winning Bid Rate so determined;

(B) if Sufficient Clearing Bids have not been made (other than because all of the Outstanding Bonds are subject to Submitted Hold Orders), that the Auction Rate for the next succeeding Interest Period shall be equal to the Maximum Rate; or

(C) if all Outstanding Bonds are subject to Submitted Hold Orders, that the Auction Rate for the next succeeding Interest Period shall be equal to the All-Hold Rate.

(d) Acceptance and Rejection of Submitted Bids and Submitted Sell Orders and Allocation of Bonds. Existing Holders shall continue to hold the principal amount of Bonds that are subject to Submitted Hold Orders, and, based on the determinations made pursuant to paragraph (i) of this subsection (d), Submitted Bids and Submitted Sell Orders shall be accepted or rejected and the Auction Agent shall take such other action as set forth below:

(i) If Sufficient Clearing Bids have been made, all Submitted Sell Orders shall be accepted and, subject to the provisions of paragraph (iv) of this subsection (d), Submitted Bids shall be accepted or rejected as follows in the following order of priority and all other Submitted Bids shall be rejected:

(A) Existing Holders' Submitted Bids specifying any rate that is higher than the Winning Bid Rate shall be accepted, thus requiring each such Existing Holder to sell the aggregate principal amount of Bonds subject to such Submitted Bids;

(B) Existing Holders' Submitted Bids specifying any rate that is lower than the Winning Bid Rate shall be rejected, thus entitling each such Existing Holder to continue to hold the aggregate principal amount of Bonds subject to such Submitted Bids;

(C) Potential Holders' Submitted Bids specifying any rate that is lower than the Winning Bid Rate shall be accepted, thus requiring such Potential Holder to purchase the aggregate principal amount of Bonds subject to such Submitted Bids;

(D) Each Existing Holder's Submitted Bid specifying a rate that is equal to the Winning Bid Rate shall be rejected, thus entitling such Existing Holder to continue to hold the aggregate principal amount of Bonds subject to such Submitted Bid, unless the aggregate principal amount of Outstanding Bonds subject to all such Submitted Bids shall be greater than the principal amount of Bonds (the "remaining principal amount") equal to the excess of the Available Bonds over the aggregate principal amount of Bonds subject to Submitted Bids described in clauses (B) and (C) of this paragraph (i), in which event such Submitted Bid of such Existing Holder shall be rejected in part, and such Existing Holder shall be entitled to continue to hold the principal amount of Bonds subject to such Submitted Bid, but only in an amount equal to the aggregate principal amount of Bonds obtained by multiplying the remaining principal amount by a fraction the numerator of which shall be the principal amount of Outstanding Bonds held by such Existing Holder subject to such Submitted Bid and the denominator of which shall be the sum of the principal amount of Outstanding Bonds subject to such Submitted Bids made by all such Existing Holders that specified a rate equal to the Winning Bid Rate; and

(E) Each Potential Holder's Submitted Bid specifying a rate that is equal to the Winning Bid Rate shall be accepted but only in an amount equal to the principal amount of Bonds obtained by multiplying the excess of the aggregate principal amount of Available Bonds over the aggregate principal amount of Bonds subject to Submitted Bids described in clauses (B), (C) and (D) of this paragraph (i) by a fraction the numerator of which shall be the aggregate principal amount of Outstanding Bonds subject to such Submitted Bid and the denominator of which shall be the sum of the principal amounts of Outstanding Bonds subject to Submitted Bids made by all such Potential Holders that specified a rate equal to the Winning Bid Rate.

(ii) If Sufficient Clearing Bids have not been made (other than because all of the Outstanding Bonds are subject to Submitted Hold Orders), subject to the provisions of paragraph (iv) of this subsection (d), Submitted Orders shall be accepted or rejected as follows in the following order of priority and all other Submitted Bids shall be rejected:

(A) Existing Holders' Submitted Bids specifying any rate that is equal to or lower than the Maximum Rate shall be rejected, thus entitling such Existing Holders to continue to hold the aggregate principal amount of Bonds subject to such Submitted Bids;

(B) Potential Holders' Submitted Bids specifying any rate that is equal to or lower than the Maximum Rate shall be accepted, thus requiring each Potential Holder to purchase the aggregate principal amount of Bonds subject to such Submitted Bids, and

(C) Each Existing Holder's Submitted Bid specifying any rate that is higher than the Maximum Rate and the Submitted Sell Order of each Existing Holder shall be accepted, thus entitling each Existing Holder that submitted any such Submitted Bid or Submitted Sell Order to sell the Bonds subject to such Submitted Bid or Submitted Sell

Order, but in both cases only in an amount equal to the aggregate principal amount of Bonds obtained by multiplying the aggregate principal amount of Bonds subject to Submitted Bids described in clause (B) of this paragraph (ii) by a fraction the numerator of which shall be the aggregate principal amount of Outstanding Bonds held by such Existing Holder subject to such Submitted Bid or Submitted Sell Order and the denominator of which shall be the aggregate principal amount of Outstanding Bonds subject to all such Submitted Bids and Submitted Sell Orders.

(iii) If all Outstanding Bonds are subject to Submitted Hold Orders, all Submitted Bids shall be rejected.

(iv) If, as a result of the procedures described in paragraph (i) or (ii) of this subsection (d), any Existing Holder would be entitled or required to sell, or any Potential Holder would be entitled or required to purchase, a principal amount of Bonds that is not equal to an Authorized Denomination therefor, the Auction Agent shall, in such manner as it shall, in its sole discretion, determine, round up or down the principal amount of Bonds to be sold by any Existing Holder or purchased by a Potential Holder so that the principal amount of Bonds purchased or sold by each Existing Holder or purchased by a Potential Holder shall be equal to an Authorized Denomination therefor, if such allocation results in one or more of such Potential Holders not purchasing any Bonds.

(v) The City, the Broker-Dealer, the Trustee and the Auction Agent shall have no liability in the event that there are not Sufficient Clearing Bids from time to time pursuant to the Auction Procedures.

(vi) Based on the results of each Auction, the Auction Agent shall determine the aggregate principal amount of Bonds to be purchased and the aggregate principal amount of Bonds to be sold by Potential Holders and Existing Holders on whose behalf each Broker-Dealer submitted Bids or Sell Orders and, with respect to each Broker-Dealer, to the extent that such aggregate principal amount of Bonds to be sold differs from such aggregate principal amount of Bonds to be purchased, determine to which other Broker-Dealer or Broker-Dealers acting for one or more purchasers such Broker-Dealer shall deliver, or from which other Broker-Dealer or Broker-Dealers acting for one or more sellers such Broker-Dealer shall receive, as the case may be, Bonds.

(e) Broker-Dealers may submit an Order, after the Submission Deadline and prior to the Submission Processing Deadline if the Order was (i) received by the Broker-Dealer from Existing Holders or Potential Holders prior to the Submission Deadline or (ii) initiated internally by the Broker-Dealer for its own account prior to the Submission Deadline. Each Order submitted to the Auction Agent after the Submission Deadline and prior to the Submission Processing Deadline shall constitute a representation by the Broker-Dealer that such Order was (i) received from an Existing Holder or Potential Holder prior to the Submission Deadline or (ii) initiated internally by the Broker-Dealer for its own account prior to the Submission Deadline (the "Submission Processing Representation").

(f) BD and the Auction Agent may correct clerical errors in Orders submitted to the Auction Agent at any time up to one hour after the time the Auction results are first

provided to BD as set forth in paragraph (a) of the Settlement Procedures. The Auction Agent may rely on the submission by BD of a change as a representation by BD as to the existence of a clerical error. Auction Agent may, but is not obligated to, advise BD, prior to posting the final Auction results, if it believes there has been a clerical error. Determining whether an error was a clerical error is within the reasonable judgment of BD.

(g) BD may report suspected clerical errors on the part of the Auction Agent at any time up to one hour after the time the Auction results are first provided to BD as set forth in paragraph (a) of the Settlement Procedures. If the Auction Agent confirms the existence of such an error prior to the final settlement of transfers with respect to such Auction at Depository, the Auction Agent shall correct the error and notify the Broker-Dealers of the corrected results. If a clerical error by the Auction Agent is discovered after such final settlement, the Auction Agent may make the change and post new results if the Auction Agent receives consent from all Broker-Dealers that participated in the Auction.

Section 105. Certain Orders Not Permitted. The City may not submit an Order in any Auction. The Auction Agent shall have no duty or liability in monitoring or enforcing compliance with this Section 105.

Section 106. Payment of Service Charges; Notice of Payment Defaults and Cures.

(a) The City shall pay to the Auction Agent, on behalf of the Holders of the Bonds, (i) when due, an amount equal to the Auction Agent Fee as calculated in the Auction Agent Agreement and (ii) when due, an amount equal to the Broker-Dealer Fee as calculated in the Broker-Dealer Agreement.

(b) By 12:30 p.m., New York City time, on the Business Day immediately succeeding each Interest Payment Date, the Trustee will determine if a Payment Default has occurred. If a Payment Default has occurred, the Trustee shall notify the Auction Agent and Broker-Dealer by 1:00 p.m., New York City time, on that date. If a Payment Default has been cured, the Trustee shall so notify the Auction Agent and the Broker-Dealer by 5:00 p.m., New York City time, on the day such Payment Default is cured.

Section 107. Calculation of the Rates. The Auction Agent shall calculate the Maximum Rate and the All-Hold Rate on each Auction Date. The determination by the Auction Agent of each of such rates will (in the absence of manifest error) be final and binding upon all Holders and upon all other parties. If the ownership of the Bonds is no longer maintained in book-entry form by the Depository, the Market Agent shall calculate the Maximum Rate on the Business Day immediately preceding the first day of each Interest Period commencing after the delivery of certificates representing the Bonds pursuant to Subsection (c) under the heading "Global Form; Depository." If a Payment Default shall have occurred, the Market Agent shall calculate the Default Rate on the first day of (i) each Interest Period commencing after the occurrence and during the continuance of such Payment Default and (ii) any Interest Period commencing less than the Applicable Number of Business Days after the cure of any Payment Default.

Section 108. Computation of Interest. The amount of interest distributable to Holders of Bonds in respect of each \$50,000 in principal amount thereof for any Interest Period or part thereof shall be calculated by applying the Applicable Bonds Rate for such Interest Period or part thereof to the principal amount of \$50,000, multiplying such product by the actual number of days in the Interest Period or part thereof concerned divided by 360, and truncating the resultant figure to the nearest one cent. Interest on the Bonds shall be computed by the Trustee (i) during an ARC's Rate Period of 180 days or more, on the basis of a 360-day year of twelve 30-day months and (ii) during an ARC's Rate Period of less than 180 days, on the basis of a 360-day year for the number of days actually elapsed. In the event an Interest Payment Date occurs in any Interest Period on a date other than the first day of such Interest Period, the Trustee, after confirming the calculation required above, shall calculate the portion of the Interest Amount payable on such Interest Payment Date and the portion payable on the next succeeding Interest Payment Date. The Trustee shall make the calculation required by the foregoing provisions not later than the close of business on each Auction Date.

Section 109. Notification of Rates, Amounts and Payment Dates.

(a) The Trustee shall determine the aggregate amount of interest distributable on the next succeeding Interest Payment Date to the Holders of the Bonds. So long as the ownership of the Bonds is maintained in book-entry form by the Depository, the Trustee shall advise the Depository of each Record Date for the Bonds at least two Business Days prior thereto.

(b) Promptly after the Date of Delivery and promptly after each determination of the rate of interest on Bonds and the Interest Amount and in any event at least three days prior to each Interest Payment Date, the Trustee shall:

(i) so long as no Payment Default has occurred and is continuing and the ownership of the Bonds is maintained in book-entry form by the Depository, confirm the Auction Agent's determination of (A) the date of such Interest Payment Date, (B) interest rate applicable to the Bonds for the related Interest Period and (C) the amount payable to the Auction Agent on that Interest Payment Date pursuant to the provisions described under the heading "Payment of Service Charges; Notice of Payment Defaults and Cures" and notify the Auction Agent of any discrepancy therein; and

(ii) advise the Depository, so long as the ownership of the Bonds is maintained in book-entry form by the Depository, and the City of the Applicable Bonds Rate and the interest amount calculated in accordance with the provisions described under the heading "Calculation of Interest" in respect of the next succeeding Interest Payment Date.

In the event that any day that is scheduled to be an Interest Payment Date shall be changed after the Trustee shall have given the notice referred to in clause (i) of the preceding sentence, not later than 9:15 a.m., New York City time, on the Business Day next preceding the earlier of the new Interest Payment Date or the old Interest Payment Date, the Trustee shall, by such means as the Trustee deems practicable, give notice of such change to the City and, so long

as no Payment Default has occurred and is continuing and the ownership of the Bonds is maintained in book-entry form by the Depository, the Auction Agent.

Section 110. [Reserved].

Section 111. Market Agent. The Trustee is authorized and directed pursuant to the Indenture to enter into a Market Agent Agreement with [Name of Market Agent], as the initial Market Agent. The Market Agent shall serve as such under the terms and provisions of this Appendix A and of the Market Agent Agreement. The Market Agent, including any successor appointed pursuant hereto, shall be a member of the National Association of Securities Dealers, Inc. having capitalization of at least \$25,000,000, and be authorized by law to perform all the duties imposed upon it by the Indenture and the Market Agent Agreement. The Market Agent may be removed at any time by the Trustee, acting at the direction of (a) the City or (b) the Holders of _____% of the aggregate principal amount of the Bonds, provided that such removal shall not take effect until the appointment of a successor Market Agent. The Market Agent may resign upon 30 days' written notice delivered to the City, the Trustee and the Bond Insurer. The City shall use its best efforts to appoint a successor Market Agent effective as of the effectiveness of any such resignation or removal. Notwithstanding that the Market Agent is the agent of the Trustee under the Market Agent Agreement, the Trustee shall not be liable in any way for any action taken, suffered or omitted, or for any error of judgment made by the Market Agent, whether in the performance of its duties under the Market Agent Agreement or otherwise. In addition, the Trustee shall not be responsible for the fees and expenses of the Market Agent.

Section 112. Auction Agent.

(a) [Name of Auction Agent], _____, _____, shall serve as the initial Auction Agent for the Bonds. The Trustee is authorized and directed pursuant to the Indenture to enter into an agreement with the Auction Agent which shall provide as follows: The Auction Agent shall be (i) a bank or trust company duly organized under the laws of the United States of America or any state or territory thereof having its principal place of business in the Borough of Manhattan, The City of New York, and having a combined capital stock, surplus and undivided profits of at least \$15,000,000 or (ii) a member of the National Association of Securities Dealers, Inc., having a capitalization of at least \$15,000,000 and, in either case, authorized by law to perform all the duties imposed upon it under the Indenture and under the Auction Agent Agreement. The Auction Agent may resign and be discharged of the duties and obligations created by the Indenture by giving at least 90 days' written notice to the City, the Trustee and the Market Agent (45 days' written notice if the Auction Agent has not been paid its fee for more than 45 days after such fee is due). The Auction Agent may be removed at any time by the Trustee if the Auction Agent is an entity other than the Trustee, acting at the direction of (i) the City or (ii) the Holders of _____% of the aggregate principal amount of the Bonds, by an instrument signed by the Trustee and filed with the Auction Agent, the City and the Market Agent upon at least 90 days' notice; provided that, if required by the Market Agent, an agreement in substantially the form of the Auction Agent Agreement shall be entered into with a successor Auction Agent. If the Auction Agent and the Trustee are the same entity, the Auction Agent may be removed as described above, with the City acting in lieu of the Trustee.

(b) In the event that the Auction Agent shall resign or be removed or dissolved, or if the property or affairs of the Auction Agent shall be taken under the control of any state or federal court or administrative body because of bankruptcy or insolvency, or for any other reason, the City shall use its best efforts to appoint a successor as Auction Agent, and the Trustee shall thereupon enter into an Auction Agent Agreement with such successor.

(c) The Auction Agent shall be acting as agent for the Trustee and the City in connection with Auctions. In the absence of bad faith or negligence on its part, the Auction Agent shall not be liable for any action taken, suffered or omitted or for any error of judgment made by it in the performance of its duties under the Auction Agent Agreement and shall not be liable for any error of judgment made in good faith unless the Auction Agent shall have been negligent in ascertaining (or failing to ascertain) the pertinent facts necessary to make such judgment.

(d) Notwithstanding that the Auction Agent is the agent of the Trustee under the Indenture and under the Auction Agent Agreement, the Trustee shall not be liable in any way for any action taken, suffered or omitted, or for any error of judgment made by the Auction Agent, whether in the performance of its duties under the Auction Agent Agreement or otherwise, subject to the Auction Agent Agreement. In addition, the Trustee shall not be responsible for the fees and expenses of the Auction Agent.

Section 113. Broker-Dealers.

(a) The Auction Agent shall enter into a Broker-Dealer Agreement with [Name of Broker-Dealer], as the initial Broker-Dealer. The Market Agent may from time to time approve one or more additional Persons to serve as Broker-Dealers under Broker-Dealer Agreements with the consent of the Bond Insurer.

(b) Any Broker-Dealer may be removed at any time by the City, but there shall, at all times, be at least one Broker-Dealer appointed and acting as such.

Section 114. Changes in Auction Periods or Auction Date.

(a) Changes in Auction Period or Periods.

(i) While any of the Bonds are Outstanding as Auction Rate Certificates, the Market Agent:

(A) in order to conform with then current market practice with respect to similar securities, shall; or

(B) in order to accommodate economic and financial factors that may affect or be relevant to the length of the Auction Period and the interest rate borne by the Bonds and with the written consent of the City, may change, from time to time, the length of one or more Auction Periods (an "Auction Period Adjustment"). The City shall not consent to such change in the length of the Auction Period, if such consent is required above, unless the City shall have received from the Market Agent not less than three days nor more than 20 days prior to the effective date of such change a written request for consent

together with a certificate demonstrating the need for change in reliance on such factors. The Market Agent shall initiate the Auction Period Adjustment by giving written notice to the Trustee, the Auction Agent, the City and the Depository at least 10 days prior to the Auction Date for such Auction Period.

(ii) Any such changed Auction Period shall not be fewer than seven days.

(iii) The Auction Period Adjustment shall not be allowed unless Sufficient Clearing Bids existed at both the Auction before the date on which the notice of the proposed change was given as provided under this heading and the Auction immediately preceding the proposed change.

(iv) The Auction Period Adjustment shall take effect only if (A) the Trustee and the Auction Agent receive, by 11:00 a.m., New York City time, on the Business Day before the Auction Date for the first such Auction Period, a certificate from the Market Agent, authorizing the Auction Period Adjustment specified in such certificate and (B) Sufficient Clearing Bids exist at the Auction on the Auction Date for such first Auction Period. If the condition referred to in (A) above is not met, the Applicable Bonds Rate for the next Auction Period shall be determined pursuant to the Auction Procedures and the Auction Period shall be the Auction Period determined without reference to the proposed change. If the condition referred to in (A) is met but the condition referred to in (B) above is not met, the Applicable Bonds Rate for the next Auction Period shall be the Maximum Rate and the Auction Period shall be the Auction Period determined without reference to the proposed change. In connection with any Auction Period Adjustment, the Auction Agent shall provide such further notice to such parties as is specified in the Auction Agent Agreement.

(v) If Auction Periods are changed as provided herein and if an Auction is scheduled to occur for the next Interest Period on a date that was reasonably expected to be a Business Day, but such Auction does not occur because such date is later not considered to be a Business Day, the Auction shall nevertheless be deemed to have occurred, and the Applicable Bonds Rate in effect for the next Interest Period will be the Auction Rate in effect for the preceding Interest Period and such Interest Period will generally be 35 days in duration, beginning on the calendar day following the date of the deemed Auction and ending on (and including) the applicable Auction Date (unless such Auction Date is not followed by a Business Day, in which case on the next succeeding Business Day). If the preceding Interest Period was other than generally 35 days in duration, the Auction Rate for the deemed Auction will instead be the rate of interest determined by the Market Agent on equivalently rated auction securities with a comparable length of auction period.

(vi) If the Auction Period Adjustment is either (A) from an Auction Period of one year or less to an Auction Period of more than one year or (B) from an Auction

Period of more than one year to an Auction Period of one year or less, the Auction Rate Adjustment shall not occur unless the Trustee, the Bond Insurer and the City have been provided with a Favorable Opinion of Bond Counsel.

(b) Changes in the Auction Dates. While any of the Bonds are outstanding as Auction Rate Certificates, the Market Agent:

(i) in order to conform with then current market practice with respect to similar securities, shall; or

(ii) in order to accommodate economic and financial factors that may affect or be relevant to the day of the week constituting an Auction Date and the interest rate borne on the Bonds and with the written consent of the City, may specify an earlier Auction Date (but in no event more than five Business Days earlier) than the Auction Date that would otherwise be determined in accordance with the definition of "Auction Date" in this Appendix A with respect to one or more specified Auction Periods. The City shall not consent to such change in the Auction Date, if such consent is required in this subparagraph (b)(ii) unless the City shall have received from the Market Agent not less than three days nor more than 20 days prior to the effective date of such change a written request for consent together within a certificate demonstrating the need for change in reliance on such factors. The Market Agent shall provide notice of any determination to specify an earlier Auction Date for one or more Auction Periods by means of a written notice delivered at least 10 days prior to the proposed changed Auction Date to the Trustee, the Auction Agent, the City and the Depository.

(c) In connection with any change described above, the Auction Agent shall provide such further notice to such parties as is specified in the Auction Agent Agreement.

(d) No change shall be made to the Auction Period or Auction Date unless the City shall give notice thereof to any rating agency then rating the Bonds, and no change shall be made unless such change will not adversely affect the ratings on the Bonds.

Section 115. Credit Ratings. The City shall take all reasonable action necessary to enable at least one nationally recognized statistical rating organization (as that term is used in the rules and regulations of the SEC under the Securities Exchange Act of 1934) to provide credit ratings for the Bonds.

Section 116. Disruption in Auction Procedures. Notwithstanding anything herein to the contrary, if an Auction does not occur because it was not foreseeable that the scheduled Auction Date would not be a Business Day (a "*Scheduled Auction Date*"), the following shall apply:

(a) an Auction shall be deemed to have occurred on the Scheduled Auction Date as if such day were a Business Day;

(b) the Auction Rate for such deemed Auction in effect for the succeeding Interest Period shall be equal to the Auction Rate for the preceding Interest Period; provided, however, that in the event the preceding Interest Period was other than generally seven days in duration, in the case of the Series 2006___ Bonds, or 35 days in duration in the case of the Series 2006___ Bonds, the Auction Rate shall be the rate of interest determined by the Market Agent on equivalently rated auction securities with a comparable length of auction period; and

(c) the succeeding Interest Period shall generally be seven days in duration, in the case of the Series 2006___ Bonds, or 35 days in duration in the case of the Series 2006___ Bonds, beginning on the calendar day following the Scheduled Auction Date and ending on (and including) a Thursday (unless such Thursday is not followed by a Business Day, in which case on the next succeeding day that is followed by a Business Day).

Section 117. Purchases of Bonds. The City shall not purchase or otherwise acquire Bonds unless such Bonds are redeemed or otherwise canceled on the day of any purchase.

Section 118. Notice of Payment Default.

(a) If the City determines that a Payment Default has occurred the City shall promptly notify the Trustee in writing thereof.

(b) So long as the ownership of the Bonds is maintained in book-entry form by the Depository, upon the occurrence of a Payment Default the Trustee shall promptly send a notice thereof to the Auction Agent and Market Agent by telecopy or similar means.

(c) So long as the ownership of the Bonds is maintained in book-entry form by the Depository, the Trustee shall promptly send notice to the Auction Agent by telecopy or similar means if a Payment Default is cured.

Section 119. Redemption Dates and Prices; Mandatory Purchase. The outstanding Bonds are subject to redemption in accordance with Article III of the [Twenty-Third] Supplemental Indenture. For this purpose, the ARCs are treated the same as other Variable Rate Bonds. The Bonds shall be subject to mandatory purchase prior to maturity at the Purchase Price on the Mode Adjustment Date beginning any ARCs Mode.

Section 120. Additional Conditions to Changes of Interest Modes.

(a) No change in Interest Modes shall take effect unless, in addition to other conditions set forth herein, the following conditions, as applicable, shall have been satisfied:

(i) If the conversion is to an ARCs Mode, prior to the Mode Adjustment Date, (A) the City shall have appointed an Auction Agent, Broker-Dealer and Market Agent and (B) the City shall have furnished to the Trustee and the Bond Insurer an Auction Agent Agreement, a Broker-Dealer Agreement and a Market Agent Agreement and (c) the City shall deliver to the Trustee an opinion of bond counsel to the effect that the conversion to an ARCs Mode (1) is lawful under the Constitution and laws of the State and complies with the provisions of the [Twenty-Third] Supplemental Indenture and (2) will not adversely affect the exclusion from gross income for Federal income tax purposes of the Bonds.

(ii) If the conversion is from an ARCs Mode to a Weekly Mode or a Flexible Mode, prior to the Mode Adjustment Date, the City shall have appointed a Remarketing Agent and a Liquidity Provider and shall have executed and delivered a Remarketing Agreement and a Liquidity Facility. A bond insurance policy and a Liquidity Facility or, with the prior consent of the Bond Insurer, the City acting as a Liquidity Provider and providing self-liquidity, may be substituted on any Credit Substitution Date or Mode Adjustment Date for a Letter of Credit or Alternate Letter of Credit under the [Twenty-Third] Supplemental Indenture.

(b) In the event any condition precedent to a conversion to an Interest Mode other than an ARCs Mode is not fulfilled, (i) the Mode Adjustment Date shall not occur, (ii) the mandatory tender pursuant to Section 2.08 shall not occur, (iii) any affected ARCs Rate Bond shall continue to be an ARCs Rate Bond and shall continue to be payable at the applicable ARCs Rate for the balance of the ARCs Interest Period then applicable thereto (without regard to the attempted conversion) and shall bear interest for the next succeeding ARCs Interest Period at (1) the applicable ARCs Rate determined in accordance with the ARCs Provisions if the City withdraws notice of the exercise of its option to effect conversion and the next succeeding Auction Date occurs more than two Business Days after the Business Day on which the Trustee receives notice of withdrawal of the conversion from the City or (2) the Maximum Rate determined by the Auction Agent as provided in the ARCs Provisions in all other cases.

(c) Notice of withdrawal of a conversion notice shall be given by the City to the Broker-Dealer, the Trustee, the Remarketing Agent, the Tender Agent, the Bond Insurer and the Auction Agent (in the case of conversion of ARCs) by telephone, promptly confirmed in writing, and shall thereafter be promptly given to the Bondowners by the Trustee by first-class mail. No failure or cancellation of conversion pursuant to this Subsection (c) shall constitute an Event of Default.

APPENDIX B
SPECIAL PROVISIONS RELATING TO BONDS

Section 100. Certain Definitions. In addition to the terms defined elsewhere in this Indenture, the following terms shall have the following meanings with respect to Bonds while they are Bonds, unless the context otherwise requires:

“All-Hold Rate” means, on any date of determination, the Applicable LIBOR-Based Rate less ___%, provided that in no event shall the applicable All-Hold Rate be greater than the applicable Maximum Rate.

“Applicable Bonds Rate” has the meaning assigned to such term in Section 102(b) of this Appendix B.

“Applicable LIBOR-Based Rate” means (a) for Auction Periods of 35 days or less, One-Month LIBOR, (b) for Auction Periods of more than 35 days but less than 115 days, Three-Month LIBOR, (c) for Auction Periods of more than 114 days but less than 195 days, Six-Month LIBOR, and (d) for Auction Periods of more than 194 days, One-Year LIBOR.

“Applicable Number of Business Days” means the greater of two Business Days or one Business Day plus the number of Business Days by which the Auction Date precedes the first day of the next succeeding Interest Period.

“ARCs” means any Bonds bearing interest at an Auction Rate.

“ARCs Interest Period” means each period described in the ARCs Provisions as an “Interest Period” during which the Bonds bear interest at a particular ARCs Rate.

“ARCs Mode” means an Interest Mode during which the rate of interest borne by the Bonds is determined as set forth in the ARCs Provisions.

“ARCs Provisions” means the provisions set forth in this Appendix A and Appendix B.

“ARCs Rate” or **“Auction Rate”** means the rate of interest per annum that results from the implementation of the ARCs Provisions. An ARCs Rate is a Variable Rate under the provisions of the [] Supplemental Indenture.

“Auction” means each periodic implementation of the Auction Procedures on the Auction Date.

“Auction Agent” means any person appointed as such pursuant to the provisions described under the heading “Auction Agent.”

“Auction Agent Agreement” means the Auction Agent Agreement, dated as of _____, 2006, relating to the Bonds, between the Trustee and the Auction Agent, and any similar agreement with a successor Auction Agent, in each case as from time to time amended or supplemented.

“Auction Agent Fee” means the fee to be paid to the Auction Agent for the services rendered by it under the Auction Agent Agreement and the Broker-Dealer Agreement.

“Auction Date” means the Initial Auction Date and thereafter, the Business Day immediately preceding the first day of each Interest Period, other than:

- (a) each Interest Period commencing after the ownership of the Bonds is no longer maintained in book entry form by the Depository;
- (b) each Interest Period commencing after the occurrence and during the continuance of a Payment Default; or
- (c) any Interest Period commencing fewer than the Applicable Number of Business Days after the cure or waiver of a Payment Default.

Notwithstanding the foregoing, the Auction Date for one or more Auction Periods may be changed pursuant to Section 114 of this Appendix B.

“Auction Period” means, with respect to any Bonds, the Interest Period applicable to the Bonds as the same may be changed pursuant to Section 114 of this Appendix B.

“Auction Procedures” means the procedures set forth in Section 104 of this Appendix B.

“Auction Rate” means the rate of interest per annum on any Auction Date that results from the implementation of the Auction Procedures, and determined as described in Section 104 of this Appendix B.

“Authorized Denominations” means \$25,000 and any integral multiple thereof.

“Available Bonds” has the meaning assigned to such term in Section 104(a)(i) of this Appendix B.

“Bid” has the meaning assigned to such term in Section 104(a)(i) of this Appendix B.

“Bidder” has the meaning assigned to such term in the provisions described under the heading “Auction Procedures”.

“Bond Insurer” means [Name of Bond Insurer], an insurance company incorporated under the laws of the State of _____, or any successor thereto.

“Bonds” means for purposes of this Appendix B, the Series 2006___ Bonds outstanding as Taxable Auction Rate Certificates.

“Broker-Dealer” means [Name of Broker-Dealer] or any other broker or dealer (each as defined in the Securities Exchange Act), commercial bank or other entity permitted by law to perform the functions required of a Broker-Dealer set forth in the Auction Procedures that (i) is a Participant (or an affiliate of a Participant), (ii) has a capital surplus of at least

\$100,000,000, (iii) has been selected by the City with the approval of the Market Agent and (iv) has entered into a Broker-Dealer Agreement that remains effective.

“Broker-Dealer Agreement” means (a) the Broker-Dealer Agreement for the Bonds, dated as of _____, 2006, between the Auction Agent and UBS Financial Services Inc. and (b) each other agreement between the Auction Agent and a Broker-Dealer pursuant to which the Broker-Dealer agrees to participate in Auctions as set forth in the Auction Procedures, in each case as from time to time amended or supplemented.

“Broker-Dealer Fee” means the fee to be paid to the Broker-Dealers for the services rendered by them under the Broker-Dealer Agreement.

“Business Day” with respect to the Bonds means any day other than [April 14, April 15, December 30, December 31], such other dates as may be agreed to in writing by the Market Agent, the Auction Agent, the Broker-Dealer, and the City, or a Saturday, Sunday or other day on which banks in the city of New York, New York or the New York Stock Exchange, the Trustee or the Auction Agent are authorized or permitted by law or executive order to close.

“Carry-over Amount” means the excess, if any, of (a) the amount of interest on a Bond that would have accrued with respect to the related Auction Period at the lesser of the Auction Rate or the Maximum Interest Rate over (b) the amount of interest on such Bond actually accrued with respect to such Bond with respect to such Auction Period based on the Maximum Rate, together with the unpaid portion of any such excess from prior Interest Periods; provided that any reference to “principal” or “interest” herein and in the Bonds shall not include within the meanings of such words any Carry-over Amount or any interest accrued on any Carry-over Amount.

“Date of Delivery” means the date of issuance and delivery of the Bonds.

“Default Rate” on any date of determination means the interest rate per annum equal to the lesser of (i) the One-Month LIBOR plus [_____] % or (ii) the Maximum Interest Rate.

“Depository” means The Depository Trust Company, New York, New York or another recognized securities depository selected by the City which maintains a book-entry system for the Bonds.

“DTC” means The Depository Trust Company.

“Eligible Carry-over Make-Up Amount” means, with respect to each Interest Period relating to the Bonds as to which, as of the first day of such Interest Period, there is any unpaid Carry-over Amount, an amount equal to the lesser of (a) interest computed on the principal balance of the Bonds in respect to such Interest Period at a per annum rate equal to the excess, if any, of the Maximum Rate over the Auction Rate and (b) the aggregate Carry-over Amount remaining unpaid as of the first day of such Interest Period, together with interest accrued and unpaid thereon through the end of such Interest Period. The Eligible Carry-Over Make-Up Amount shall be \$0.00 for any Interest Period with respect to which the Maximum Rate equals or exceeds the Auction Rate.

“Existing Holder” means (a) with respect to and for the purpose of dealing with the Auction Agent in connection with an Auction, a Person who is a Broker-Dealer listed in the Existing Holder Registry at the close of business on the Business Day immediately preceding the Auction Date for such Auction and (b) with respect to and for the purpose of dealing with the Broker-Dealer in connection with an Auction, a Person who is a qualified owner of Bonds.

“Existing Holder Registry” means the register maintained by the Auction Agent pursuant to the Auction Agent Agreement.

“Hold Order” has the meaning set forth in the provisions set forth in Section 104(a)(i) of this Appendix B.

“Initial Auction Date” means _____, 2006.

“Initial Interest Payment Date” means _____, 2006.

“Initial Interest Period” means the period from and including the Date of Delivery to (but not including) the Initial Interest Payment Date.

“Interest Amount” with respect to the Bonds, means the amount of interest distributable in respect of each \$ 1,000 in principal amount (taken, without rounding, to .0001 of one cent) of Bonds for any Interest Period or part thereof, as calculated in accordance with the provisions described under the heading “Interest on Bonds.”

“Interest Payment Date” as to any ARCs Interest Period means the day following the end of each such Interest Period (provided, however, that if the duration of the Interest Period is one year or longer, then the Interest Payment Dates therefor shall be each January 1 and July 1 during such Interest Period and the day following the end of such Interest Period) and shall also mean the date on which principal of the Bonds is due and payable by operation of mandatory sinking fund redemption or at stated maturity and any date that the Interest Mode is changed from an ARCs Rate Period to a Weekly Mode, a Flexible Mode or the Fixed Mode. If any such date is not a Business Day, the Interest Payment Date shall be the next succeeding Business Day.

“Interest Period” means (A) the Initial Period for the Bonds and each successive period of generally 28 days thereafter, respectively, commencing on a Tuesday (or the Business Day following the last day of the prior Interest Period if the prior Interest Period does not end on a Monday) and ending on (and including) a Monday (unless such Monday is not followed by a Business Day, in which case on the next succeeding day that is followed by a Business Day) and (B) if the Auction Periods are changed as provided in Section 114 of this Appendix B, each period commencing on an Interest Payment Date and ending on but excluding the next succeeding Interest Payment Date.

“LIBOR Determination Date” means the Auction Date, or if no Auction Date is applicable, the Business Day immediately preceding the first day of the applicable Interest Period.

“Liquidity Facility” means with respect to Bonds in the Weekly Mode or the Flexible Mode, any standby bond purchase agreement, letter of credit, line of credit and any

related reimbursement agreement, among the Liquidity Provider, the City and the Trustee, as tender agent, which has been consented to in writing by the Bond Insurer, then in effect, providing for the purchase of, or the funding of amounts to purchase Bonds on purchase dates pursuant to the [Twenty-Third] Supplemental Indenture.

“Liquidity Provider” means any commercial bank, or other financial institution, issuing a Liquidity Facility then in effect, or the City if it is providing self-liquidity, in each case in its capacity as issuer of a Liquidity Facility.

“Market Agent” means the market agent or market agents appointed pursuant to Section 111 of this Appendix B, and its or their successors or assigns.

“Market Agent Agreement” mean the Market Agent Agreement, dated as of _____, 2006, relating to the Bonds, between the Trustee and the Market Agent, and any similar agreement with a successor Market Agent, in each case as from time to time amended or supplemented.

“Maximum Interest Rate” means _____ % per annum.

“Maximum Rate” means, on any date of determination, the interest rate per annum equal to the lesser of

(a) (i) with respect to Bonds rated in at least the lowest category of “A” by at least two Rating Agencies, the Applicable LIBOR-Based Rate plus _____ %, or (ii) a rate which, when taken together with the interest rate on such Bonds for the one-year period ending on the final day of the Auction Period, would result in the average interest rate on such Bonds for such period either (A) not being in excess (on a per annum basis) of the average of the Ninety-One Day United States Treasury Bill Rate for such one-year period plus _____ % (if all of the ratings assigned by the Rating Agencies to such Bonds are at least in the lowest category of “Aa” or “AA”), (B) not being in excess (on a per annum basis) of the average of the Ninety-One Day United States Treasury Bill Rate for such one-year period plus _____ % (if any one of the ratings assigned by the Rating Agencies to such Bonds is less than the lowest category of “Aa” or “AA” but all of the ratings are at least any category of “A”) or (C) not being in excess (on a per annum basis) of the average of the Ninety-One Day United States Treasury Bill Rate for such one-year period plus _____ % (if any one of the ratings assigned by the Rating Agencies to such Bonds is less than the lowest category of “A”); provided, however, that if the Bonds have not been outstanding for at least such one-year period, then for any portion of such period during which the Bonds were not outstanding, the interest rates on the Bonds for purposes of this definition shall be deemed to be equal to such rates as the Market Agent shall determine were the rates of interest on equivalently rated auction securities with comparable lengths of auction periods during such period; and provided further, however, that this definition may be modified at the direction of the City upon receipt by the Trustee of written consent of the Market Agent and written confirmation from each Rating Agency then rating the Bonds that such change will not in and of itself result in a reduction of the rating on any Bonds. For purposes of the Auction Agent and the Auction Procedures, the ratings referred to in this definition shall be the last ratings of which the Auction Agent has been given notice pursuant to the Auction Agent Agreement. The percentage amount

to be added to the Applicable LIBOR-Based Rate or the Ninety-One Day United States Treasury Bill Rate in any one or more of clauses (i) or (ii) above of this paragraph (a) may be increased upon receipt by the Trustee of written confirmation from each Rating Agency then rating the Bonds to the effect that such increase will not in and of itself result in a reduction of the rating on any Bonds. or

(b) the Maximum Interest Rate;

rounded to the nearest one thousandth (.001) of 1%.

“Ninety-One Day United State Treasury Bill Rate” shall mean the bond-equivalent yield on the 91-day United States Treasury Bills sold at the last auction thereof that immediately precedes the Auction Date, as determined by the Market Agent on that Auction Date.

“One-Month LIBOR,” “Three-Month LIBOR,” “Six-Month LIBOR” or “One-Year LIBOR” means the offered rate, as determined by the Auction Agent or Trustee, as applicable, of the Applicable LIBOR-Based Rate for United States dollar deposits which appears on Telerate Page 3750, as reported by Bloomberg Financial Markets Commodities News (or such other page as may replace Telerate Page 3750 for the purpose of displaying comparable rates) as of approximately 11:00 a.m., London time, on the LIBOR Determination Date; provided, that if on any calculation date, no rate appears on Telerate Page 3750 as specified above, the Auction Agent or Trustee, as applicable, shall determine the arithmetic mean of the offered quotations of four major banks in the London interbank market, for deposits in U.S. dollars for the respective periods specified above to the banks in the London interbank market as of approximately 11:00 a.m., London time, on such calculation date and in a principal amount of not less than \$1,000,000 that is representative of a single transaction in such market and at such time, unless fewer than two such quotations are provided, in which case, the Applicable LIBOR-Based Rate shall be the arithmetic mean of the offered quotations that leading banks in New York City selected by the Auction Agent or Trustee, as applicable, are quoting on the relevant LIBOR Determination Date for loans in U.S. dollars to leading European banks in a principal amount of not less than \$1,000,000 that is representative of a single transaction in such market at such time. All percentages resulting from such calculations shall be rounded upwards, if necessary, to the nearest one-hundredth of one percent.

“Order” has the meaning assigned to such term in Section 104(a)(i) of this Appendix B.

“Participant” means a member or participant in the Depository.

“Payment Default” means the failure by the City to make payment of interest on, premium, if any, and principal of the Bonds to Holders when due.

“Potential Holder” means any Person (including an Existing Holder that is (a) a Broker-Dealer when dealing with the Auction Agent and (b) a potential beneficial owner when dealing with a Broker-Dealer) who may be interested in acquiring Bonds (or, in the case of an Existing Holder thereof, an additional principal amount of Bonds).

“Record Date” means for purposes of this Appendix B the Applicable Number of Business Days immediately preceding each Interest Payment Date.

“Redemption Date” means the date fixed for such redemption.

“Securities Exchange Act” means the Securities Exchange Act of 1934, as amended.

“Sell Order” has the meaning assigned to such term in Section 104(a)(i) of this Appendix B.

“Submission Deadline” means 1:00 p.m., New York City time, on such Auction Date or any other time on any Auction Date by which Broker-Dealers are required to submit Orders to the Auction Agent as specified by the Auction Agent from time to time.

“Submitted Bid” has the meaning assigned to such term in Section 104(c)(i) of this Appendix B.

“Submitted Hold Order” has the meaning assigned to such term in Section 104(c)(i) of this Appendix B.

“Submitted Order” has the meaning assigned to such term in Section 104(c)(i) of this Appendix B.

“Submitted Sell Order” has the meaning assigned to such term in Section 104(c)(i) of this Appendix B.

“Sufficient Clearing Bids” has the meaning assigned to such term in Section 104(c)(i)(B) of this Appendix B.

“Winning Bid Rate” has the meaning assigned to such term in Section 104(c)(i)(C) of this Appendix B.

Section 101. Global Form; Depository.

(a) The Series 2006__ Bonds shall be initially issued as Taxable Auction Rate Certificates. Except as otherwise provided under this heading, the Bonds, in the form of one Bond for each maturity of each Series of Bonds, shall be registered in the name of the Depository, and ownership thereof shall be maintained in book-entry form by the Depository for the account of the Participants. Initially, the Bonds shall be registered in the name of Cede & Co., as the nominee of DTC. Except as provided in paragraph (c) below, the Bonds may be transferred, in whole but not in part, only to DTC, or to a successor of DTC selected or approved by the City or to a nominee of such successor Depository.

(b) Neither the City, the Market Agent the Trustee nor any of their respective affiliates shall have any responsibility or obligation with respect to:

(i) the accuracy of the records of the Depository or any Participant with respect to any beneficial ownership interest in the Bonds;

- (ii) the delivery to any Participant, any beneficial owner of the Bonds or any other Person, other than the Depository, of any notice with respect to the Bonds; or
- (iii) the payment to any Participant, any beneficial owner of the Bonds or any other Person, other than the Depository, of any amount with respect to the principal, premium, if any, or interest on the Bonds.

So long as the certificates for the Bonds are not issued pursuant to subsection (c) below, the City and the Trustee may treat the Depository as, and deem the Depository to be, the absolute owner of the Bonds for all purposes whatsoever, including without limitation:

- (i) the payment of principal, premium, if any, and interest on the Bonds;
- (ii) giving notices of redemption and other matters with respect to the Bonds;
- (iii) registering transfer with respect to the Bonds; and
- (iv) the selection of Bonds for redemption.

(c) If at any time the Market Agent has notified the City that the Bonds should not be maintained in book-entry form or the Depository notifies the City that it is unwilling or unable to continue as Depository with respect to the Bonds, or if at any time the Depository shall no longer be registered or in good standing under the Securities Exchange Act or other applicable statute or regulation and a successor Depository is not appointed by the City within 90 days after the City receives notice or becomes aware of such condition, as the case may be, then this Section shall no longer be applicable and the City shall execute (but need not prepare) and the Trustee shall authenticate and deliver certificates representing the Bonds as provided below. Certificates for the Bonds issued in exchange for a global certificate pursuant to this paragraph (c) shall be registered in such names and authorized denominations as the Depository, pursuant to instructions from the Participants or otherwise, shall instruct the City and the Trustee in writing. Based on information provided by the Depository, the Trustee shall promptly deliver such certificates representing the Bonds to the persons in whose names such Bonds are so registered on the Business Day immediately preceding the first day of an Interest Period.

(d) So long as the ownership of the Bonds is maintained in book-entry form by the Depository, an Existing Holder may sell, transfer or otherwise dispose of its beneficial interest in Bonds only pursuant to a Bid or Sell Order placed in any Auction or to or through a Broker-Dealer, provided that in the case of all transfers other than pursuant to Auctions such Existing Holder, its Broker-Dealer or its Participant advises the Auction Agent of such transfer.

Section 102. Interest on Bonds.

(a) Interest on the Bonds shall accrue for each Interest Period and shall be payable in arrears, commencing on the Initial Interest Payment Date and on each Interest Payment Date thereafter. The amount of interest payable on the Bonds on any Interest Payment Date shall be calculated (i) during an ARCs Rate Period of 180 days or more, on the basis of a 360-day year of twelve 30-day months and (ii) during an ARCs Rate Period of less than 180 days, on the basis of a 360-day year for the number of days actually elapsed.

(b) The rate of interest on the Bonds for the Initial Interest Period shall be the rate of interest per annum, as shall be set forth in the Purchase Contract. The rate of interest on the Bonds for each subsequent Interest Period shall be the Auction Rate unless the Auction Rate exceeds the Maximum Rate, in which case the rate of interest on the respective Bonds for such Interest Period shall be the Maximum Rate, or unless the Maximum Rate shall actually be lower than the All-Hold Rate, in which case the rate of interest on the respective Bonds for such Interest Period shall be the Maximum Rate; provided that, except as provided in Section 116, if, on any Auction Date, an Auction is not held for any reason, then the rate of interest for the next succeeding Interest Period shall equal the Maximum Rate on such Auction Date. Notwithstanding the foregoing, if

(i) the ownership of the Bonds is no longer maintained in book-entry form by the Depository, the rate of interest on the Bonds for any Interest Period commencing after the delivery of certificates representing Bonds pursuant to clause (c) of Section 101 shall equal the Maximum Rate on the Business Day immediately preceding the first day of such Interest Period; or

(ii) if a Payment Default occurs, Auctions will be suspended and the Applicable Bonds Rate for the Interest Period commencing on or after such Payment Default and for each Interest Period thereafter to and including the Interest Period, if any, during which, or commencing less than the Applicable Number of Business Days after, such Payment Default is cured will equal the Default Rate.

The rate per annum at which interest is payable on the Bonds for any Interest Period is referred to in this Appendix B as the "Applicable Bonds Rate." Notwithstanding anything herein to the contrary, the Applicable Bonds Rate cannot exceed the Maximum Rate.

(c) If the Auction Rate for any Interest Period is greater than the Maximum Rate, then the interest rate applicable to the Bonds for that Interest Period will be the Maximum Rate. If the interest rate applicable to the Bonds for any Interest Period is the Maximum Rate, the Trustee shall determine the Carry-over Amount, if any, for such Interest Period. To the extent permitted by law, such Carry-over Amount shall bear interest calculated at a rate equal to One-Month LIBOR (as determined by the Auction Agent, provided the Trustee has received notice of One-Month LIBOR from the Auction Agent, and if the Trustee shall not have received such notice from the Auction Agent, then as determined by the Trustee) from the Interest Payment Date for the Interest Period with respect to which such Carry-over Amount was calculated, until paid. Any payment in respect of Carry-over Amount shall be applied, first, to any accrued interest payable thereon and, second, in reduction of such Carry-over Amount. For purposes of the Indenture, any reference to "principal" or "interest" shall not include within the meaning of such words the Carry-over Amount or any interest accrued on any such Carry-over Amount. Such Carry-over Amount shall be separately calculated for each Bond by the Trustee during such Interest Period in sufficient time for the Trustee to give notice to each Owner of such Carry-over Amount as required in the next succeeding sentence. On the Interest Payment Date for an Interest Period with respect to which such Carry-over Amount has been calculated by the Trustee, the Trustee shall give written notice to each Owner of the Carry-over Amount applicable to such Owner's Bonds, which written notice may accompany the payment of interest by check made to each such Owner on such Interest Payment Date or otherwise shall be mailed on such Interest Payment Date by first-class mail, postage prepaid, to each such Owner at such

Owner's address as it appears on the registration records maintained by the Trustee. Such notice shall state, in addition to such Carry-over Amount, that, unless and until a Bond has been redeemed or has been deemed no longer Outstanding under the Indenture (after which all accrued Carry-over Amount, and all accrued interest thereon, that remains unpaid shall be canceled and no Carry-over Amount, or interest accrued thereon, shall be paid with respect to such Bond), (i) the Carry-over Amount (and interest accrued thereon calculated at a rate equal to One-Month LIBOR) shall be paid by the Trustee on a Bond on the first occurring Interest Payment Date for a subsequent Interest Period if and to the extent that (1) the Eligible Carry-over Make-Up Amount with respect to such Interest Period is greater than zero, and (2) moneys are available pursuant to the terms of the Indenture in an amount sufficient to pay all or a portion of such Carry-over Amount (and interest accrued thereon), and (ii) interest shall accrue on the Carry-over Amount at a rate equal to One-Month LIBOR until such Carry-over Amount is paid in full or is canceled.

(d) The Carry-over Amount (and interest accrued thereon) for the Bonds shall be paid by the Trustee, if ever, on the first occurring Interest Payment Date for a subsequent Interest Period if and to the extent that (i) the Eligible Carry-over Make-Up Amount with respect to such Interest Period is greater than zero, and (ii) on such Interest Payment Date there are sufficient moneys to pay, and available for payment of, all interest due on the Bonds on such Interest Payment Date. Any Carry-over Amount (and any interest accrued thereon) on any Bond which is due and payable on an Interest Payment Date, which Bond is to be redeemed (other than by optional redemption from proceeds of a refunding) or deemed no longer outstanding under the Indenture on that Interest Payment Date, shall be paid to the Owner thereof on that Interest Payment Date to the extent that moneys are available therefor in accordance with the provisions of the Indenture; provided, however, that any Carry-over Amount (and any interest accrued thereon) which is not yet due and payable on that Interest Payment Date shall be canceled with respect to that Bond that is to be redeemed (other than by optional redemption from proceeds of a refunding) or deemed no longer outstanding under the Indenture on that Interest Payment Date and shall not be paid on any succeeding Interest Payment Date. To the extent that any portion of the Carry-over Amount (and any interest accrued thereon) remains unpaid after payment of a portion thereof, such unpaid portion shall be paid in whole or in part as required hereunder until fully paid by the Trustee on the next occurring Interest Payment Date or Dates, as necessary, for a subsequent Interest Period or Periods, if and to the extent that the conditions in the second preceding sentence are satisfied. On any Interest Payment Date on which the Trustee pays only a portion of the Carry-over Amount (and any interest accrued thereon) on a Bond, the Trustee shall give written notice in the manner set forth in the immediately preceding paragraph to the Owner of such Bond receiving such partial payment of the Carry-over Amount remaining unpaid on such Bond. The Interest Payment Date in such subsequent Interest Period on which such Carry-over Amount (or any interest accrued thereon) for a Bond shall be paid shall be determined by the Trustee in accordance with the provisions of this paragraph, and the Trustee shall make payment of the Carry-over Amount (and any interest accrued thereon) in the same manner as, and from the same account from which, it pays interest on the Bonds on an Interest Payment Date. Any Carry-over Amount which remains unpaid on the date of optional redemption of the Bonds from proceeds of a refunding shall be paid on the date of such redemption.

(e) Notwithstanding anything herein to the contrary, if any Bond or portion thereof has been selected for redemption during the next succeeding Interest Period, that Bond or portion thereof, will not be included in the Auction preceding such Redemption Date, and that Bond or portion thereof, will continue to bear interest until the Redemption Date at the rate established for the Interest Period prior to that Auction.

Section 103. Payments. So long as the Bonds are registered in the name of the Depository, or the nominee thereof, payment (other than at maturity) of interest and premium, if any, on, and of principal at redemption of, the Bonds shall be made to the Depository by wire transfer provided proper wire instructions are received. Each Holder of Bonds, by such Holder's purchase of Bonds, appoints the Trustee as its agent in connection with the payment by such Holder of its share, if any, of the amounts payable to the Auction Agent and the Broker-Dealers pursuant to Section 106 of this Appendix B.

Section 104. Auction Procedures. Auctions shall be conducted on each Auction Date (other than the Auction Date immediately preceding (i) each Interest Period commencing after the ownership of the Bonds is no longer maintained in book-entry form by the Depository; (ii) each Interest Period commencing after the occurrence and during the continuance of a Payment Default; or (iii) any Interest Period commencing fewer than the Applicable Number of Business Days after the cure of a Payment Default). If there is an Auction Agent on such Auction Date, Auctions shall be conducted in the following manner:

(a) Orders by Existing Holders and Potential Holders.

(i) Prior to the Submission Deadline on each Auction Date:

(A) each Existing Holder of Bonds may submit to a Broker-Dealer information as to:

(I) the principal amount of Outstanding Bonds, if any, held by such Existing Holder which such Existing Holder desires to continue to hold without regard to the Auction Rate for the next succeeding Interest Period;

(II) the principal amount of Outstanding Bonds, if any, which such Existing Holder offers to sell if the Auction Rate for the next succeeding Interest Period shall be less than the rate per annum specified by such Existing Holder; and/or

(III) the principal amount of Outstanding Bonds, if any, held by such Existing Holder which such Existing Holder offers to sell without regard to the Auction Rate for the next succeeding Interest Period; and

(B) one or more Broker-Dealers may contact Potential Holders to determine the principal amount of Bonds which each such Potential Holder offers to purchase if the Auction Rate for the next succeeding Interest Period shall not be less than the rate per annum specified by such Potential Holder.

The communication to a Broker-Dealer of information referred to in clause (A)(I), (A)(II), (A)(III) or (B) of this paragraph (i) is hereinafter referred to as an "Order" and collectively as "Orders" and each Existing Holder and each Potential Holder placing an Order is hereinafter referred to as a "Bidder" and collectively as "Bidders;" an Order containing the information referred to in (x) clause (A) (I) of this paragraph (i) is hereinafter referred to as a "Hold Order" and collectively as "Hold Orders," (y) clause (A)(II) or (B) of this paragraph (i) is hereinafter referred to as a "Bid" and collectively as "Bids" and (z) clause (A)(III) of this paragraph (i) is hereinafter referred to as a "Sell Order" and collectively as "Sell Orders."

(ii) (A) Subject to the provisions of subsection (b) below, a Bid by an Existing Holder shall constitute an irrevocable offer to sell (in each case for settlement in same day funds on the next Interest Payment Date therefor at a price equal to 100% of the principal amount thereof):

(I) the principal amount of Outstanding Bonds specified in such Bid if the Auction Rate determined as provided under this heading shall be less than the rate specified in such Bid; or

(II) such principal amount or a lesser principal amount of Outstanding Bonds to be determined as set forth in clause (D) of paragraph (i) of subsection (d) of this Section 104, if the Auction Rate determined as provided under this heading shall be equal to the rate specified in such Bid; or

(III) such principal amount or a lesser principal amount of Outstanding Bonds to be determined as set forth in clause (C) of paragraph (ii) of subsection (d) of this Section 104 if the rate specified shall be higher than the Maximum Interest Rate and Sufficient Clearing Bids have not been made.

(B) Subject to the provisions of subsection (b) below, a Sell Order by an Existing Holder shall constitute an irrevocable offer to sell (in each case for settlement in same day funds on the next Interest Payment Date therefor at a price equal to 100% of the principal amount thereof):

(I) the principal amount of Outstanding Bonds specified in such Sell Order, or

(II) such principal amount or a lesser principal amount of Outstanding Bonds as set forth in clause (C) of paragraph (ii) of subsection (d) of this Section 104 if Sufficient Clearing Bids have not been made.

(C) Subject to the provisions of subsection (b) below, a Bid by a Potential Holder shall constitute an irrevocable offer to purchase (in each case for settlement in same day funds on the next Interest Payment Date therefor at a price equal to 100% of the principal amount thereof):

(I) the principal amount of Outstanding Bonds specified in such Bid if the Auction Rate determined as provided under this heading shall be higher than the rate specified in such Bid; or

(II) such principal amount or a lesser principal amount of Outstanding Bonds as set forth in clause (E) of paragraph (i) of subsection (d) of this Section 104 if the Auction Rate determined as provided under this heading shall be equal to the rate specified in such Bid.

(b) Submissions by Broker-Dealers to the Auction Agent.

(i) Each Broker-Dealer shall submit in writing to the Auction Agent prior to the Submission Deadline on each Auction Date all Orders obtained by such Broker-Dealer and shall specify with respect to each such Order:

(A) the name of the Bidder placing such Order;

(B) the aggregate principal amount of Bonds that are the subject of such Order;

(C) to the extent that such Bidder is an Existing Holder:

(I) the principal amount of Bonds, if any, subject to any Hold Order placed by such Existing Holder;

(II) the principal amount of Bonds, if any, subject to any Bid placed by such Existing Holder and the rate specified in such Bid; and

(III) the principal amount of Bonds, if any, subject to any Sell Order placed by such Existing Holder; and

(D) to the extent such Bidder is a Potential Holder, the rate and amount specified in such Potential Holder's Bid.

(ii) If any rate specified in any Bid contains more than three figures to the right of the decimal point, the Auction Agent shall round such rate up to the next highest one thousandth (.001) of 1%.

(iii) If an Order or Orders covering all Outstanding Bonds held by any Existing Holder is not submitted to the Auction Agent prior to the Submission Deadline, the Auction Agent shall deem a Hold Order to have been submitted on behalf of such Existing Holder covering the principal amount of Outstanding Bonds held by such Existing Holder and not subject to an Order submitted to the Auction Agent.

(iv) Neither the City, the Trustee nor the Auction Agent shall be responsible for any failure of a Broker-Dealer to submit an Order to the Auction Agent on behalf of any Existing Holder or Potential Holder, nor shall any such party be responsible for failure by any Securities Depository to effect any transfer or to provide the Auction Agent with current information regarding registration of transfers.

(v) If any Existing Holder submits through a Broker-Dealer to the Auction Agent one or more Orders covering in the aggregate more than the principal amount of Outstanding Bonds held by such Existing Holder, such Orders shall be considered valid as follows and in the following order of priority:

(A) all Hold Orders shall be considered valid, but only up to and including in the aggregate the principal amount of Bonds held by such Existing Holder, and if the aggregate principal amount of Bonds subject to such Hold Orders exceeds the aggregate principal amount of Bonds held by such Existing Holder, the aggregate principal amount of Bonds subject to each such Hold Order shall be reduced so that the aggregate principal amount of Bonds subject to such Hold Orders equals the aggregate principal amount of Outstanding Bonds held by such Existing Holder;

(B) (I) any Bid shall be considered valid up to and including the excess of the principal amount of Outstanding Bonds held by such Existing Holder over the aggregate principal amount of Bonds subject to any Hold Orders referred to in clause (A) of this paragraph (iv);

(II) subject to subclause (I) of this clause (B), if more than one Bid with the same rate is submitted on behalf of such Existing Holder and the aggregate principal amount of Outstanding Bonds subject to such Bids is greater than such excess, such Bids shall be considered valid up to and including the amount of such excess;

(III) subject to subclauses (I) and (II) of this clause (B), if more than one Bid with different rates is submitted on behalf of such Existing Holder, such Bids shall be considered valid first in the ascending order, of their respective rates until the highest rate is reached at which such excess exists and then at such rate up to and including the amount of such excess; and

(IV) in any such event, the aggregate principal amount of Outstanding Bonds, if any, subject to Bids not valid under this clause (B) shall be treated as the subject of a Bid by a Potential Holder at the rate therein specified; and

(C) all Sell Orders shall be considered valid up to and including the excess of the principal amount of Outstanding Bonds held by such Existing Holder over the aggregate principal amount of Bonds subject to valid Hold Orders referred to in clause (A) of this paragraph (v) and valid Bids referred to in clause (B) of this paragraph (v).

(vi) If more than one Bid for Bonds is submitted on behalf of any Potential Holder, each Bid submitted shall be a separate Bid with the rate and principal amount therein specified.

(vii) Any Bid or Sell Order submitted by an Existing Holder covering an aggregate principal amount of Bonds not equal to an Authorized Denomination therefor shall be rejected and shall be deemed a Hold Order. Any Bid submitted by a Potential Holder covering an aggregate principal amount of Bonds not equal to an Authorized Denomination therefor shall be rejected.

(viii) Any Bid specifying a rate higher than the Maximum Rate will (1) be treated as a Sell Order if submitted by an Existing Holder and (2) not be accepted if submitted by a Potential Holder.

(ix) Any Bid submitted by an Existing Holder or a Potential Holder specifying a rate lower than the All-Hold Rate shall be treated as a Bid specifying the All-Hold Rate and any such Bid shall be considered as valid and shall be selected in the ascending order of the respective rates in the Submitted Bids.

(x) An Existing Holder that offers to purchase additional Bonds is, for purposes of such offer, treated as a Potential Holder.

(c) Determination of Sufficient Clearing Bids, Auction Rate and Winning Bid Rate.

(i) Not earlier than the Submission Deadline on each Auction Date, the Auction Agent shall assemble all valid Orders submitted or deemed submitted to it by the Broker-Dealers (each such Order as submitted or deemed submitted by a Broker-Dealer being hereinafter referred to individually as a "Submitted Hold Order," a "Submitted Bid" or a "Submitted Sell Order," as the case may be, or as a "Submitted Order" and collectively as "Submitted Hold Orders," "Submitted Bids" or "Submitted Sell Orders," as the case may be, or as "Submitted Orders") and shall determine:

(A) the excess of the total principal amount of Outstanding Bonds over the sum of the aggregate principal amount of Outstanding Bonds subject to Submitted Hold Orders (such excess being hereinafter referred to as the "Available Bonds"); and

(B) from such Submitted Orders whether:

(I) the aggregate principal amount of Outstanding Bonds subject to Submitted Bids by Potential Holders specifying one or more rates equal to or lower than the Maximum Rate; exceeds or is equal to the sum of:

(II) the aggregate principal amount of Outstanding Bonds subject to Submitted Bids by Existing Holders specifying one or more rates higher than the Maximum Rate; and

(III) the aggregate principal amount of Outstanding Bonds subject to Submitted Sell Orders (in the event such excess or such equality exists, other than because the sum of the principal amounts of Bonds in subclauses (II) and (III) above is zero because all of the Outstanding Bonds are subject to Submitted Hold Orders, such Submitted Bids in subclause (I) above are hereinafter referred to collectively as "Sufficient Clearing Bids"), and

(C) if Sufficient Clearing Bids have been made, the lowest rate specified in such Submitted Bids (which shall be the "Winning Bid Rate") such that if

(I) (aa) each such Submitted Bid from Existing Holders specifying such lowest rate and (bb) all other Submitted Bids from Existing Holders specifying lower rates were rejected, thus entitling such Existing Holders to continue to hold the principal amount of Bond's subject to such Submitted Bids; and

(II) (aa) each such Submitted Bid from Potential Holders specifying such lowest rate and (bb) all other Submitted Bids from Potential Holders specifying lower rates were accepted,

the result would be that such Existing Holders described in subclause (I) above would continue to hold an aggregate principal amount of Outstanding Bonds which, when added to the aggregate principal amount of Outstanding Bonds to be purchased by such Potential Holders described in subclause (II) above, would equal not less than the Available Bonds.

(ii) Promptly after the Auction Agent has made the determinations pursuant to paragraph (i) of this subsection (c), the Auction Agent shall advise the Trustee of the Maximum Rate and the All-Hold Rate and the components thereof on the Auction Date and, based on such determinations, the Auction Rate for the next succeeding Interest Period as follows:

(A) if Sufficient Clearing Bids have been made, that the Auction Rate for the next succeeding Interest Period shall be equal to the Winning Bid Rate so determined;

(B) if Sufficient Clearing Bids have not been made (other than because all of the Outstanding Bonds are subject to Submitted Hold Orders), that the Auction Rate for the next succeeding Interest Period shall be equal to the Maximum Rate; or

(C) if all Outstanding Bonds are subject to Submitted Hold Orders, that the Auction Rate for the next succeeding Interest Period shall be equal to the All-Hold Rate.

(d) Acceptance and Rejection of Submitted Bids and Submitted Sell Orders and Allocation of Bonds. Existing Holders shall continue to hold the principal amount of Bonds that are subject to Submitted Hold Orders, and, based on the determinations made pursuant to paragraph (i) of this subsection (d), Submitted Bids and Submitted Sell Orders shall be accepted or rejected and the Auction Agent shall take such other action as set forth below:

(i) If Sufficient Clearing Bids have been made, all Submitted Sell Orders shall be accepted and, subject to the provisions of paragraph (iv) of this subsection (d), Submitted Bids shall be accepted or rejected as follows in the following order of priority and all other Submitted Bids shall be rejected:

(A) Existing Holders' Submitted Bids specifying any rate that is higher than the Winning Bid Rate shall be accepted, thus requiring each such Existing Holder to sell the aggregate principal amount of Bonds subject to such Submitted Bids;

(B) Existing Holders' Submitted Bids specifying any rate that is lower than the Winning Bid Rate shall be rejected, thus entitling each such Existing Holder to continue to hold the aggregate principal amount of Bonds subject to such Submitted Bids;

(C) Potential Holders' Submitted Bids specifying any rate that is lower than the Winning Bid Rate shall be accepted, thus requiring such Potential Holder to purchase the aggregate principal amount of Bonds subject to such Submitted Bids;

(D) Each Existing Holder's Submitted Bid specifying a rate that is equal to the Winning Bid Rate shall be rejected, thus entitling such Existing Holder to continue to hold the aggregate principal amount of Bonds subject to such Submitted Bid, unless the aggregate principal amount of Outstanding Bonds subject to all such Submitted Bids shall be greater than the principal amount of Bonds (the "remaining principal amount") equal to the excess of the Available Bonds over the aggregate principal amount of Bonds subject to Submitted Bids

described in clauses (B) and (C) of this paragraph (i), in which event such Submitted Bid of such Existing Holder shall be rejected in part, and such Existing Holder shall be entitled to continue to hold the principal amount of Bonds subject to such Submitted Bid, but only in an amount equal to the aggregate principal amount of Bonds obtained by multiplying the remaining principal amount by a fraction the numerator of which shall be the principal amount of Outstanding Bonds held by such Existing Holder subject to such Submitted Bid and the denominator of which shall be the sum of the principal amount of Outstanding Bonds subject to such Submitted Bids made by all such Existing Holders that specified a rate equal to the Winning Bid Rate; and

(E) Each Potential Holder's Submitted Bid specifying a rate that is equal to the Winning Bid Rate shall be accepted but only in an amount equal to the principal amount of Bonds obtained by multiplying the excess of the aggregate principal amount of Available Bonds over the aggregate principal amount of Bonds subject to Submitted Bids described in clauses (B), (C) and (D) of this paragraph (i) by a fraction the numerator of which shall be the aggregate principal amount of Outstanding Bonds subject to such Submitted Bid and the denominator of which shall be the sum of the principal amounts of Outstanding Bonds subject to Submitted Bids made by all such Potential Holders that specified a rate equal to the Winning Bid Rate.

(ii) If Sufficient Clearing Bids have not been made (other than because all of the Outstanding Bonds are subject to Submitted Hold Orders), subject to the provisions of paragraph (iv) of this subsection (d), Submitted Orders shall be accepted or rejected as follows in the following order of priority and all other Submitted Bids shall be rejected:

(A) Existing Holders' Submitted Bids specifying any rate that is equal to or lower than the Maximum Rate shall be rejected, thus entitling such Existing Holders to continue to hold the aggregate principal amount of Bonds subject to such Submitted Bids;

(B) Potential Holders' Submitted Bids specifying any rate that is equal to or lower than the Maximum Rate shall be accepted, thus requiring each Potential Holder to purchase the aggregate principal amount of Bonds subject to such Submitted Bids, and

(C) Each Existing Holder's Submitted Bid specifying any rate that is higher than the Maximum Rate and the Submitted Sell Order of each Existing Holder shall be accepted, thus entitling each Existing Holder that submitted any such Submitted Bid or Submitted Sell Order to sell the Bonds subject to such Submitted Bid or Submitted Sell Order, but in both cases only in an amount equal

to the aggregate principal amount of Bonds obtained by multiplying the aggregate principal amount of Bonds subject to Submitted Bids described in clause (B) of this paragraph (ii) by a fraction the numerator of which shall be the aggregate principal amount of Outstanding Bonds held by such Existing Holder subject to such Submitted Bid or Submitted Sell Order and the denominator of which shall be the aggregate principal amount of Outstanding Bonds subject to all such Submitted Bids and Submitted Sell Orders.

(iii) If all Outstanding Bonds are subject to Submitted Hold Orders, all Submitted Bids shall be rejected.

(iv) If, as a result of the procedures described in paragraph (i) or (ii) of this subsection (d), any Existing Holder would be entitled or required to sell, or any Potential Holder would be entitled or required to purchase, a principal amount of Bonds that is not equal to an Authorized Denomination therefor the Auction Agent shall, in such manner as it shall, in its sole discretion, determine, round up or down the principal amount of Bonds to be purchased or sold by any Existing Holder or Potential Holder so that the principal amount of Bonds sold by each Existing Holder or be purchased by a Potential Holder shall be equal to an Authorized Denomination therefore.

(v) The City, the Broker-Dealer, the Trustee and the Auction Agent shall have no liability in the event that there are not Sufficient Clearing Bids from time to time pursuant to the Auction Procedures.

(vi) Based on the results of each Auction, the Auction Agent shall determine the aggregate principal amount of Bonds to be purchased and the aggregate principal amount of Bonds to be sold by Potential Holders and Existing Holders on whose behalf each Broker-Dealer submitted Bids or Sell Orders and, with respect to each Broker-Dealer, to the extent that such aggregate principal amount of Bonds to be sold differs from such aggregate principal amount of Bonds to be purchased, determine to which other Broker-Dealer or Broker-Dealers acting for one or more purchasers such Broker-Dealer shall deliver, or from which other Broker-Dealer or Broker-Dealers acting for one or more sellers such Broker-Dealer shall receive, as the case may be, Bonds.

Section 105. Certain Orders Not Permitted. The City may not submit an Order in any Auction. The Auction Agent shall have no duty or liability in monitoring or enforcing compliance with this Section 105.

Section 106. Payment of Service Charges; Notice of Payment Defaults and Cures.

(a) The City shall pay to the Auction Agent, on behalf of the Holders of the Bonds, (i) when due, an amount equal to the Auction Agent Fee as calculated in the Auction Agent Agreement and (ii) when due, an amount equal to the Broker-Dealer Fee as calculated in the Broker-Dealer Agreement.

(b) By 12:30 p.m., New York City time, on the Business Day immediately succeeding each Interest Payment Date, the Trustee will determine if a Payment Default has occurred. If a Payment Default has occurred, the Trustee shall notify the Auction Agent and Broker-Dealer by 1:00 p.m., New York City time, on that date. If a Payment Default has been cured, the Trustee shall so notify the Auction Agent and the Broker-Dealer by 5:00 p.m., New York City time, on the day such Payment Default is cured.

Section 107. Calculation of the Rates. The Auction Agent shall calculate the Maximum Rate, the Applicable LIBOR-Based Rate, and the All-Hold Rate on each Auction Date. The determination by the Auction Agent of each of such rates will (in the absence of manifest error) be final and binding upon all Holders and upon all other parties. If the ownership of the Bonds is no longer maintained in book-entry form by the Depository, the Market Agent shall calculate the Maximum Rate on the Business Day immediately preceding the first day of each Interest Period commencing after the delivery of certificates representing the Bonds pursuant to Subsection (c) under the heading "Global Form; Depository." If a Payment Default shall have occurred, the Market Agent shall calculate the Default Rate on the first day of (i) each Interest Period commencing after the occurrence and during the continuance of such Payment Default and (ii) any Interest Period commencing less than the Applicable Number of Business Days after the cure of any Payment Default.

Section 108. Computation of Interest. The amount of interest distributable to Holders of Bonds in respect of each \$50,000 in principal amount thereof for any Interest Period or part thereof shall be calculated by applying the Applicable Bonds Rate for such Interest Period or part thereof to the principal amount of \$50,000, multiplying such product by the actual number of days in the Interest Period or part thereof concerned divided by 360, and truncating the resultant figure to the nearest one cent. Interest on the Bonds shall be computed by the Trustee (i) during an ARCs Rate Period of 180 days or more, on the basis of a 360-day year of twelve 30-day months and (ii) during an ARCs Rate Period of less than 180 days, on the basis of a 360-day year for the number of days **actually** elapsed. In the event an Interest Payment Date occurs in any Interest Period on a date **other** than the first day of such Interest Period, the Trustee, after confirming the calculation required above, shall calculate the portion of the Interest Amount payable on such Interest Payment Date and the portion payable on the next succeeding Interest Payment Date. The Trustee shall make the calculation required by the foregoing provisions not later than the close of business on each Auction Date.

Section 109. Notification of Rates, Amounts and Payment Dates.

(a) The Trustee shall determine the aggregate amount of interest distributable on the next succeeding Interest Payment Date to the Holders of the Bonds. So long as the ownership of the Bonds is maintained in book-entry form by the Depository, the Trustee shall advise the Depository of each Record Date for the Bonds at least two Business Days prior thereto.

(b) Promptly after the Date of Delivery and promptly after each determination of the rate of interest on Bonds and the Interest Amount and in any event at least three days prior to each Interest Payment Date, the Trustee shall:

(i) so long as no Payment Default has occurred and is continuing and the ownership of the Bonds is maintained in book-entry form by the Depository, confirm the Auction Agent's determination of (A) the date of such Interest Payment Date, (B) interest rate applicable to the Bonds for the related Interest Period and (C) the amount payable to the Auction Agent on that Interest Payment Date pursuant to the provisions described under the heading "Payment of Service Charges; Notice of Payment Defaults and Cures" and notify the Auction Agent of any discrepancy therein; and

(ii) pursuant to Section 1.02(c) hereof, advise the Owners of the Bonds of any Carry-over amount accruing on such Bonds; and

(iii) advise the Depository, so long as the ownership of the Bonds is maintained in book-entry form by the Depository, and the City of the Applicable Bonds Rate and the interest amount calculated in accordance with the provisions described under the heading "Calculation of Interest" in respect of the next succeeding Interest Payment Date.

In the event that any day that is scheduled to be an Interest Payment Date shall be changed after the Trustee shall have given the notice referred to in clause (i) of the preceding sentence, not later than 9:15 a.m., New York City time, on the Business Day next preceding the earlier of the new Interest Payment Date or the old Interest Payment Date, the Trustee shall, by such means as the Trustee deems practicable, give notice of such change to the City and, so long as no Payment Default has occurred and is continuing and the ownership of the Bonds is maintained in book-entry form by the Depository, the Auction Agent.

Section 110. Reserved.

Section 111. Market Agent. The Trustee is authorized and directed pursuant to the Indenture to enter into a Market Agent Agreement with [Name of Market Agent], as the initial Market Agent. The Market Agent shall serve as such under the terms and provisions of the Indenture and of the Market Agent Agreement. The Market Agent, including any successor appointed pursuant hereto, shall be a member of the National Association of Securities Dealers, Inc. having capitalization of at least \$25,000,000, and be authorized by law to perform all the duties imposed upon it by the Indenture and the Market Agent Agreement. The Market Agent may be removed at any time by the Trustee, acting at the direction of (a) the City or (b) the Holders of [_____] % of the aggregate principal amount of the Bonds, provided that such removal shall not take effect until the appointment of a successor Market Agent. The Market Agent may resign upon 30 days' written notice delivered to the City, the Trustee and the Bond Insurer. The City shall use its best efforts to appoint a successor Market Agent, effective as of

the effectiveness of any such resignation or removal. Notwithstanding that the Market Agent is the agent of the Trustee under the Market Agent Agreement, the Trustee shall not be liable in any way for any action taken, suffered, or omitted, or for any error of judgment made by the Market Agent, whether in the performance of its duties under the Market Agent Agreement or otherwise. In addition, the Trustee shall not be responsible for the fees and expenses of the Market Agent.

Section 112. Auction Agent.

(a) [Name of Auction Agent], _____, _____, shall serve as the initial Auction Agent for the Bonds. The Trustee is authorized and directed pursuant to the Indenture to enter into an agreement with the Auction Agent which shall provide as follows: The Auction Agent shall be (i) a bank or trust company duly organized under the laws of the United States of America or any state or territory thereof having its principal place of business in the Borough of Manhattan, The City of New York, and having a combined capital stock, surplus and undivided profits of at least \$15,000,000 or (ii) a member of the National Association of Securities Dealers, Inc., having a capitalization of at least \$15,000,000 and, in either case, authorized by law to perform all the duties imposed upon it under the Indenture and under the Auction Agent Agreement. The Auction Agent may resign and be discharged of the duties and obligations created by the Indenture by, giving at least 90 days' written notice to the City, the Trustee and the Market Agent (45 days' written notice if the Auction Agent has not been paid its fee for more than 45 days' after such fee is due). The Auction Agent may be removed at any time by the Trustee if the Auction Agent is an entity other than the Trustee, acting at the direction of (i) the City or (ii) the Holders of [___%] of the aggregate principal amount of the Bonds, by an instrument signed by the Trustee and filed with the Auction Agent, the City and the Market Agent upon at least 90 days' notice; provided that, if required by the Market Agent, an agreement in substantially the form of the Auction Agent Agreement shall be entered into with a successor Auction Agent. If the Auction Agent and the Trustee are the same entity, the Auction Agent may be removed as described above, with the City acting in lieu of the Trustee.

(b) In the event that the Auction Agent shall resign or be removed or dissolved, or if the property or affairs of the Auction Agent shall be taken under the control of any state or federal court or administrative body because of bankruptcy or insolvency, or for any other reason, the City shall use its best efforts to appoint a successor as Auction Agent, and the Trustee shall thereupon enter into an Auction Agent Agreement with such successor.

(c) The Auction Agent shall be acting as agent for the Trustee and the City in connection with Auctions. In the absence of bad faith or negligence on its part, the Auction Agent shall not be liable for any action taken, suffered or omitted or for any error of judgment made by it in the performance of its duties under the Auction Agent Agreement and shall not be liable for any error of judgment made in good faith unless the Auction Agent shall have been negligent in ascertaining (or failing to ascertain) the pertinent facts necessary to make such judgment.

(d) Notwithstanding that the Auction Agent is the agent of the Trustee under the Indenture and under the Auction Agent Agreement, the Trustee shall not be liable in any way

for any action taken, suffered or omitted, or for any error of judgment made by the Auction Agent, whether in the performance of its duties under the Auction Agent Agreement or otherwise, subject to the Auction Agent Agreement. In addition, the Trustee shall not be responsible for the fees and expenses of the Auction Agent.

Section 113. Broker-Dealers.

(a) The Auction Agent shall enter into a Broker-Dealer Agreement with [Name of Broker-Dealer], as the initial Broker-Dealer. The Market Agent may from time to time approve one or more additional Persons to serve as Broker-Dealers under Broker-Dealer Agreements with the consent of the Bond Insurer.

(b) Any Broker-Dealer may be removed at any time by the City, but there shall, at all times, be at least one Broker-Dealer appointed and acting as such.

Section 114. Changes in Auction Periods or Auction Date.

(a) Changes in Auction Period or Periods.

(i) While any of the Bonds are Outstanding as Auction Rate Certificates, the Market Agent:

(A) in order to conform with then current market practice with respect to similar securities, shall; or

(B) in order to accommodate economic and financial factors that may affect or be relevant to the length of the Auction Period and the interest rate borne by the Bonds and with the written consent of the City, may change, from time to time, the length of one or more Auction Periods (an "Auction Period Adjustment"). The City shall not consent to such change in the length of the Auction Period, if such consent is required above, unless the City shall have received from the Market Agent not less than three days nor more than 20 days prior to the effective date of such change a written request for consent together with a certificate demonstrating the need for change in reliance on such factors. The Market Agent shall initiate the Auction Period Adjustment by giving written notice to the Trustee, the Auction Agent, the City and the Depository at least 10 days prior to the Auction Date for such Auction Period.

(ii) Any such changed Auction Period shall not be fewer than seven days.

(iii) The Auction Period Adjustment shall not be allowed unless Sufficient Clearing Bids existed at both the Auction before the date on which the notice of the proposed change was given as provided under this heading and the Auction immediately preceding the proposed change.

(iv) The Auction Period Adjustment shall take effect only if (A) the Trustee and the Auction Agent receive, by 11:00 a.m., New York City time, on the Business Day before the Auction Date for the first such Auction Period, a certificate from the Market Agent, authorizing the Auction Period Adjustment specified in such certificate and (B)

Sufficient Clearing Bids exist at the Auction on the Auction Date for such first Auction Period. If the condition referred to in (A) above is not met, the Applicable Bonds Rate for the next Auction Period shall be determined pursuant to the Auction Procedures and the Auction Period shall be the Auction Period determined without reference to the proposed change. If the condition referred to in (A) is met but the condition referred to in (B) above is not met, the Applicable Bonds Rate for the next Auction Period shall be the Maximum Rate and the Auction Period shall be the Auction Period determined without reference to the proposed change. In connection with any Auction Period Adjustment, the Auction Agent shall provide such further notice to such parties as is specified in the Auction Agent Agreement.

(v) If Auction Periods are changed as provided herein and if an Auction is scheduled to occur for the next Interest Period on a date that was reasonably expected to be a Business Day, but such Auction does not occur because such date is later not considered to be a Business Day, the Auction shall nevertheless be deemed to have occurred, and the Applicable Bonds Rate in effect for the next Interest Period will be the Auction Rate in effect for the preceding Interest Period and such Interest Period will generally be 35 days in duration, beginning on the calendar day following the date of the deemed Auction and ending on (and including) the applicable Auction Date (unless such Auction Date is not followed by a Business Day, in which case on the next succeeding Business Day). If the preceding Interest Period was other than generally 35 days in duration, the Auction Rate for the deemed Auction will instead be the rate of interest determined by the Market Agent on equivalently rated auction securities with a comparable length of auction period.

(b) Changes in the Auction Dates. While any of the Bonds are outstanding as Auction Rate Certificates, the Market Agent:

(i) in order to conform with then current market practice with respect to similar securities, shall; or

(ii) in order to accommodate economic and financial factors that may affect or be relevant to the day of the week constituting an Auction Date and the interest rate borne on the Bonds and with the written consent of the City, may specify an earlier Auction Date (but in no event more than five Business Days earlier) than the Auction Date that would otherwise be determined in accordance with the definition of "Auction Date" in this Appendix B with respect to one or more specified Auction Periods. The City shall not consent to such change in the Auction Date, if such consent is required in this subparagraph (b)(ii) unless the City shall have received from the Market Agent not less than three days nor more than 20 days prior to the effective date of such change a written request for consent together within a certificate demonstrating the need for change in reliance on such factors. The Market Agent shall provide notice of any determination to specify an earlier Auction Date for one or more Auction Periods by means of a written notice delivered at least 10 days prior to the proposed changed Auction Date to the Trustee, the Auction Agent, the City and the Depository.

(c) In connection with any change described above, the Auction Agent shall provide such further notice to such parties as is specified in the Auction Agent Agreement.

(d) No change shall be made to the Auction Period or Auction Date unless the City shall give notice thereof to any rating agency then rating the Bonds, and no change shall be made unless such change will not adversely affect the ratings on the Bonds.

Section 115. Credit Ratings. The City shall take all reasonable action necessary to enable at least one nationally recognized statistical rating organization (as that term is used in the rules and regulations of the SEC under the Securities Exchange Act of 1934) to provide credit ratings for the Bonds.

Section 116. Disruption in Auction Procedures. Notwithstanding anything herein to the contrary, if an Auction does not occur because it was not foreseeable that the scheduled Auction Date would not be a Business Day (a "*Scheduled Auction Date*"), the following shall apply:

(a) an Auction shall be deemed to have occurred on the Scheduled Auction Date as if such day were a Business Day;

(b) the Auction Rate for such deemed Auction in effect for the succeeding Interest Period shall be equal to the Auction Rate for the preceding Interest Period; provided, however, that in the event the preceding Interest Period was other than generally 28 days in duration, the Auction Rate shall be the rate of interest determined by the Market Agent on equivalently rated auction securities with a comparable length of auction period; and

(c) the succeeding Interest Period shall generally be 28 days in duration, beginning on the calendar day following the Scheduled Auction Date [and ending on (and including) a Thursday (unless such Thursday is not followed by a Business Day, in which case on the next succeeding day that is followed by a Business Day)].

Section 117. Purchases of Bonds. The City shall not purchase or otherwise acquire Bonds unless such Bonds are redeemed or otherwise canceled on the day of any purchase.

Section 118. Notice of Payment Default.

(a) If the City determines that a Payment Default has occurred the City shall promptly notify the Trustee in writing thereof.

(b) So long as the ownership of the Bonds is maintained in book-entry form by the Depository, upon the occurrence of a Payment Default the Trustee shall promptly send a notice thereof to the Auction Agent and Market Agent by telecopy or similar means.

(c) So long as the ownership of the Bonds is maintained in book-entry form by the Depository, the Trustee shall promptly send notice to the Auction Agent by telecopy or similar means if a Payment Default is cured.

Section 119. Redemption Dates and Prices. The outstanding Bonds are subject to redemption in accordance with Article III of the [Twenty-Third] Supplemental Indenture. For

this purpose, the ARCs are treated the same as other Variable Rate Bonds. The Bonds shall be subject to mandatory purchase prior to maturity at the Purchase Price on the Mode Adjustment Date beginning any ARCs Mode.

Section 120. Additional Conditions to Changes of Interest Modes.

(a) No change in Interest Modes shall take effect unless, in addition to other conditions set forth herein, the following conditions, as applicable, shall have been satisfied:

(i) If the conversion is to an ARCs Mode, prior to the Mode Adjustment Date, (A) the City shall have appointed an Auction Agent, Broker-Dealer and Market Agent and (B) the City shall have furnished to the Trustee and the Bond Insurer an Auction Agent Agreement, a Broker-Dealer Agreement and a Market Agent Agreement and (c) the City shall deliver to the Trustee an opinion of bond counsel to the effect that the conversion to an ARCs Mode (1) is lawful under the Constitution and laws of the State and complies with the provisions of the [Twenty-Third] Supplemental Indenture and (2) will not adversely affect the exclusion from gross income for Federal income tax purposes of the Bonds.

(ii) If the conversion is from an ARCs Mode to a Weekly Mode or a Flexible Mode, prior to the Mode Adjustment Date, the City shall have appointed a Remarketing Agent and a Liquidity Provider and shall have executed and delivered a Remarketing Agreement and a Liquidity Facility. A bond insurance policy and a Liquidity Facility or, with the prior consent of the Bond Insurer, the City acting as a Liquidity Provider and providing self-liquidity, may be substituted on any Credit Substitution Date or Mode Adjustment Date for a Letter of Credit or Alternate Letter of Credit under the [Twenty-Third] Supplemental Indenture.

(b) In the event any condition precedent to a conversion to an Interest Mode other than an ARCs Mode is not fulfilled, (i) the Mode Adjustment Date shall not occur, (ii) the mandatory tender pursuant to Section 2.08 shall not occur, (iii) any affected ARCs Rate Bond shall continue to be an ARCs Rate Bond and shall continue to be payable at the applicable ARCs Rate for the balance of the ARCs Interest Period then applicable thereto (without regard to the attempted conversion) and shall bear interest for the next succeeding ARCs Interest Period at (1) the applicable ARCs Rate determined in accordance with the ARCs Provisions if the City withdraws notice of the exercise of its option to effect conversion and the next succeeding Auction Date occurs more than two Business Days after the Business Day on which the Trustee receives notice of withdrawal of the conversion from the City or (2) the Maximum Rate determined by the Auction Agent as provided in the ARCs Provisions in all other cases.

(c) Notice of withdrawal of a conversion notice shall be given by the City to the Broker-Dealer, the Trustee, the Remarketing Agent, the Tender Agent, the Bond Insurer and the Auction Agent (in the case of conversion of ARCs) by telephone, promptly confirmed in writing, and shall thereafter be promptly given to the Bondowners by the Trustee by first-class mail. No failure or cancellation of conversion pursuant to this Subsection (c) shall constitute an Event of Default.

*Exhibit "E".
(To Ordinance)*

Auction Agent Agreement

Between

*LaSalle Bank National Association,
As Trustee*

And

As Auction Agent

Dated As Of _____, 2006

Relating To

\$_____

*City Of Chicago
Chicago O'Hare International Airport
General Airport Third Lien Revenue Refunding Bonds,
Series 2006__.*

This AUCTION AGENT AGREEMENT, dated as of _____, 2006 (this "Agreement"), between LASALLE BANK, NATIONAL ASSOCIATION, a national banking association, as trustee (the "Trustee") under a Master Indenture of Trust Securing Chicago O'Hare International Airport Third Lien Obligations, dated as of March 1, 2002, as amended, between the Trustee and the City of Chicago (the "City"), a municipal corporation and home rule unit of local government duly organized and existing under the Constitution and laws of the State of Illinois (as previously supplemented and amended, the "Indenture"), and [NAME OF AUCTION AGENT], a _____ banking corporation, as auction agent (together with its successors and assigns, the "Auction Agent").

WHEREAS, the City proposes to issue \$ _____ aggregate principal amount of its Chicago O'Hare International Airport General Airport Third Lien Revenue Refunding Bonds, Series 2006__ (the "Bonds"), under the provisions of the Indenture, a [_____] Supplemental Indenture dated as of _____, 2006 between the City and the Trustee (the "[_____] Supplemental Indenture") and an Ordinance (the "Ordinance") adopted by the City Council of the City on _____, 2006.

WHEREAS, the Trustee is entering into this Agreement as agent for the Beneficial Owners of the Bonds pursuant to the Indenture.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the adequacy and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Trustee and the Auction Agent agree as follows:

Section 1. Definitions and Rules of Construction.

1.1. Terms Defined by Reference. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in or pursuant to the [Twenty-Third] Supplemental Indenture and Exhibit A attached thereto and Exhibit C attached hereto.

1.2. Terms Defined Herein. As used herein and in each Exhibit hereto, the following terms shall have the following meanings, unless the context otherwise requires:

"All Hold Rate" means, on any date of determination, the interest rate per annum equal to ___% (as such percentage may be adjusted by the Market Agent) of the lesser on such date of (a) the after tax equivalent rate or (b) the Kenny Index, provided that in no event shall the All Hold Rate be more than the Maximum Rate or less than zero.

"Applicable Number of Business Days" shall mean the greater of two Business Days or one Business Day plus the number of Business Days by which the Auction Date precedes the first day of the next succeeding Interest Period.

"Applicable Percentage," as applicable as used in determining the All-Hold Rate, the Applicable Percentage used in determining the Maximum Rate and the Applicable Percentage of the Kenny Index used in determining the Default Rate, shall mean the percentage determined (as such percentage may be adjusted by the Market Agent if any such adjustment is necessary in the judgment of the Market Agent to reflect any Change in Preference Law, such that Bonds paying the Maximum Rate, the All-Hold Rate and the Default Rate shall have substantially equal market values before and after such Change in Preference Law) based on the lower of the prevailing credit ratings on the Bonds in effect at the close of business on the Business Day immediately preceding such date, as set forth below:

Moody's	Fitch	S&P	Applicable Percentage
"Aaa"	"AAA"	"AAA"	175%
"Aa3" to "Aa1"	"AA-" to "AA+"	"AA-" to "AA+"	175%
"A3" to "A1"	"A-" to "A+"	"A-" to "A+"	175%
"Baa3" to "Baa1"	"BBB-" to "BBB+"	"BBB-" to "BBB+-"	200%
Below "Baa3"	Below "BBB-"	Below "BBB-"	265%

provided, that, in the event that the Bonds are not rated by any nationally recognized securities rating agency, the Applicable Percentage shall be 265%, and, provided further, that if a Payment Default shall have occurred and be continuing, the Applicable Percentage shall be 265%. For purposes of this definition, Fitch Ratings' rating categories of "AAA," "AA," "A," and "BBB." and Standard & Poor's Ratings Services, a division of the McGraw-Hill Companies, Inc.'s rating categories of "AAA," "AA," "A," and "BBB" refer to and include the respective rating categories correlative thereto if either or both of such rating agencies have changed or modified their generic rating categories or if Fitch Ratings or Standard & Poor's Ratings Services, a division of the McGraw-Hill Companies, Inc. no longer rates the Bonds and have been replaced.

"ARCs" means any Bonds bearing interest at an Auction Rate.

"ARCs Rate" shall mean the rate of interest per annum that results from the implementation of the ARCs Provisions.

"ARCs Provisions" shall mean the special provisions relating to Tax-Exempt ARCs attached as Exhibit A to the [Twenty-Third] Supplemental Indenture.

"Auction" shall have the meaning specified in Section 2.1 hereof.

"Auction and Settlement Procedures" shall mean those procedures set forth in Exhibit C hereto.

"Auction Procedures" shall mean the provisions that are set forth in Section 2 of the Auction and Settlement Procedures.

"Auction Rate" means the rate of interest per annum on any Auction Date, as that term is defined in the Auction Procedures, that results from the implementation of the Auction Procedures.

"Authorized Broker-Dealer" shall mean each Person listed in Exhibit G hereto.

"Authorized Officer" shall mean each Director, Vice President, Assistant Vice President and Associate of the Auction Agent assigned to its Corporate Trust and Agency Services and every other officer or employee of the Auction Agent designated as an "Authorized Officer" for purposes hereof in a communication to the Trustee.

“Authorized Trustee Representative” shall mean a Senior Vice President, Vice President, Assistant Vice President, Assistant Secretary and Trust Officer of the Trustee and every other officer or employee of the Trustee designated as an “Authorized Trustee Representative” for purposes hereof in a communication to the Auction Agent.

“Beneficial Owner” shall mean the Person who is the beneficial owner of ARCs according to the records of (i) the Securities Depository while such ARCs are in book-entry form or (ii) the Trustee while such ARCs are not in book-entry form.

“Bond Insurer” shall mean [Name of Bond Insurer], an insurance company incorporated under the laws of the State of _____, or any successor thereto.

“Broker-Dealer Agreement” shall mean each agreement between the Auction Agent and a Broker-Dealer substantially in the form attached hereto as Exhibit B.

“Broker-Dealer Fee” shall have the meaning specified in Section 4.5 hereof.

“Change in Preference Law” means, with respect to any Holder of Bonds any amendment to the Code or other statute enacted by the Congress of the United States or any temporary, proposed or final regulation promulgated by the United States Treasury, after the date of delivery of the Bonds which (i) changes or would change any deduction, credit or other allowance allowable in computing liability for any federal tax with respect to, or (ii) imposes or would impose or reduces or would reduce or increases or would increase any federal tax (including, but not limited to, preference or excise taxes) upon, any interest earned by any holder of bonds the interest on which is excluded from federal gross income under Section 103 of the Code.

“Existing Holder” shall mean, with respect to any Auction, a Person who is listed as the Beneficial Owner of the ARCs in the Existing Holder Registry at the close of business on the Business Day immediately preceding such Auction.

“Existing Holder Registry” shall mean the register maintained by the Auction Agent pursuant to Section 2.2(a)(i) hereof.

“Interest Payment Date” shall have the meaning given to such term in the [Twenty-Third] Supplemental Indenture.

“Kenny Index” means the applicable index most recently made available by Kenny S&P Evaluation Services (“Kenny”) or any successor thereto (the “Indexing Agent”) based upon 30-day yield evaluations at par of securities, the interest on which is excluded from gross income for federal income tax purposes under the Code, of not fewer than five “Intermediate Grade” component issuers selected by the Indexing Agent which shall include, without limitation, issuers of general obligation bonds. The specific issuers included among the component issuers may be changed from time to time by the Indexing Agent in its discretion. The securities on which the Kenny Index is based shall not include any securities the interest on which is subject to a “minimum tax” or similar tax under the Code, unless all such securities are

subject to such tax. In the event that Kenny no longer publishes an index satisfying the above definition of the Kenny Index or the Market Agent reasonably concludes that the Kenny Index will not be announced in a timely manner, then the Market Agent shall announce a rate based upon the same criteria used by Kenny to determine the Kenny Index and the rate announced by the Market Agent for each Auction Date thereafter shall be used in lieu of the Kenny Index for each Auction Date.

“Notice of Failure to Deliver” shall mean a notice substantially in the form of Exhibit C to the Broker-Dealer Agreement.

“Notice of Failure to Receive Certificate” shall mean a notice substantially in the form of Exhibit D hereto.] [Delete for Taxable ARCs]

“Notice of Failure to Receive Opinion” shall mean a notice substantially in the form of Exhibit E hereto.] [Delete for Taxable ARCs]

“Notice of Payment Default” shall mean a notice substantially in the form of Exhibit F hereto.

“Notice of Transfer” shall mean a notice substantially in the form of Exhibit B to the Broker-Dealer Agreement.

“Participant” shall mean a member of, or participant in, the Securities Depository.

“Payment Default” shall have the meaning specified in Section 11.01 of the Original Indenture.

“Person” shall mean any natural person, firm, corporation, partnership, limited liability company, association, governmental entity or other entity.

“Potential Holder” shall mean any Person, including an Existing Holder, who shall have executed (and not withdrawn or terminated) an Order and who may be interested in acquiring ARCs (or, in the case of an Existing Holder, an additional principal amount of ARCs).

“Record Date” shall mean the Applicable Number of Business Days immediately preceding each Interest Payment Date.

“Representation Letter” shall mean the letter or letters of representations from the City and the Trustee to The Depository Trust Company applicable to the ARCs.

“Settlement Procedures” shall mean the procedures that are set forth in Section 3 of the Auction and Settlement Procedures.

“Tax-Exempt ARCs” shall mean any Bonds bearing interest at an ARCs Rate determined under the ARCs Provisions in Exhibit A to the [Twenty-Third] Supplemental Indenture.

["Taxable ARCs" shall mean any Bonds bearing interest at an ARCs Rate determined under the ARCs Provisions in Exhibit B to the [Twenty-Third] Supplemental Indenture.]

1.3. Rules of Construction. Unless the context or use indicates another or different meaning or intent, the following rules shall apply to the construction of this Agreement:

(a) Words importing the singular number shall include the plural number and vice versa.

(b) The captions and headings herein are solely for convenience of reference and shall not constitute a part of this Agreement nor shall they affect its meaning, construction or effect.

(c) The words "hereof," "herein," "hereto," and other words of similar import refer to this Agreement as a whole.

Section 2. The Auction.

2.1. Auction Procedures and Settlement Procedures.

(a) The [Twenty-Third] Supplemental Indenture provides that the Applicable Bonds Rate for each Auction Period after the first Auction Period, except as provided therein, shall equal the rate per annum that the Auction Agent appointed by the Trustee advises resulting from implementation of the Auction and Settlement Procedures set forth herein. The Trustee, acting on behalf of the Beneficial Owners and the Bond Insurer and at the direction of the City, has duly appointed [**Name of Auction Agent**], _____, _____, as Auction Agent for purposes of the Auction and Settlement Procedures and to perform such other obligations and duties as are herein set forth. [**Name of Auction Agent**], _____, _____, hereby accepts such appointment and agrees that it shall follow the procedures set forth in this Section and the Auction and Settlement Procedures for the purpose of, among other things, determining the Applicable Bonds Rate for each Auction Period after the first Auction Period. Each periodic operation of such procedures is hereinafter referred to as an "Auction."

(b) All of the provisions contained in the Auction and Settlement Procedures set forth in Exhibit C hereto are incorporated herein by reference in their entirety and shall be deemed to be a part hereof to the same extent as if such provisions were fully set forth herein.

2.2. Preparation of Each Auction.

(a) (i) The Auction Agent shall maintain a current registry of Persons, compiled as described below, that beneficially own Tax-Exempt ARCs (such registry being herein called the "Existing Holder Registry"). Such Persons shall constitute the Existing Holders for purposes of each Auction. The Auction Agent shall indicate in the Existing Holder Registry the identity of the respective Broker-Dealer of each Existing Holder, if any, on whose behalf such Broker-Dealer submitted the most recent Order in any Auction which resulted in such Existing Holder continuing to hold or purchasing the Tax-Exempt ARCs. UBS Financial Services Inc., initially as the sole Broker-Dealer, shall provide or cause to be provided to the Auction Agent on the date of initial delivery of and payment for the Tax-Exempt ARCs a list of

the initial Existing Holders of Tax-Exempt ARCs. The Auction Agent may rely upon, as evidence of the identities of the Existing Holders, (A) such list, (B) the results of each Auction and (C) notices from any Broker-Dealer of such Existing Holder, Participant of such Existing Holder or the Existing Holder as described in the first sentence of Section 2.2(a)(iii) hereof.

(ii) The Trustee shall notify the Auction Agent when any notice of redemption or mandatory tender of Tax-Exempt ARCs is sent to the Securities Depository with respect to Tax-Exempt ARCs not later than 11:00 a.m., New York City time, on the date such notice is sent. In the event the Auction Agent receives from the Trustee written notice of any partial redemption or notice from any Broker-Dealer of any mandatory tender of any Tax-Exempt ARCs, the Auction Agent shall, at least three Business Days prior to the redemption date or tender date with respect to such Tax-Exempt ARCs, request the Securities Depository to notify the Auction Agent of the identities of the Participants (and the respective principal amounts) from the accounts of which Tax-Exempt ARCs have been called for redemption or mandatory tender and the person or department at such Participant to contact regarding such redemption or mandatory tender and, at least two Business Days prior to the redemption date or tender date with respect to Tax-Exempt ARCs being partially redeemed or tendered, the Auction Agent shall request each Participant so identified to disclose to the Auction Agent (upon selection by such Participant of the Existing Holders whose Tax-Exempt ARCs are to be redeemed or tendered) the aggregate principal amount of such Tax-Exempt ARCs of each such Existing Holder, if any, which are to be redeemed or tendered; provided, however, that, the Auction Agent has been furnished with the name and telephone number of a person or department at such Participant from which it is to request such information. In the absence of receiving any such information with respect to any Existing Holder from such Existing Holder's Participant or otherwise, the Auction Agent may continue to treat such Existing Holder as the Beneficial Owner of the principal amount of Tax-Exempt ARCs shown in the Existing Holder Registry.

(iii) The Auction Agent shall register in the Existing Holder Registry a transfer of Tax-Exempt ARCs only if (A) such transfer is pursuant to an Auction or (B) if such transfer is made other than pursuant to an Auction, the Auction Agent has been notified in writing by a Notice of Transfer by the Broker-Dealer of such Existing Holder, the Participant of such Existing Holder or the Existing Holder of such transfer. The Auction Agent is not required to accept any Notice of Transfer delivered prior to an Auction unless it is received by the Auction Agent by 3:00 p.m., New York City time, on the Business Day next preceding the applicable Auction Date. The Auction Agent shall rescind a transfer made on the Existing Holder Registry if the Auction Agent has been notified in writing by a Notice of Failure to Deliver by the Participant or the Broker-Dealer of any Person that (i) purchased any Tax-Exempt ARCs or (ii) sold any Tax-Exempt ARCs and the purchaser failed to make payment to such Person upon delivery to the purchaser of such Tax-Exempt ARCs. The Auction Agent is not required to accept any notice of rescission to transfer delivered prior to an Auction unless it is received by the Auction Agent by 3:00 p.m., New York City time, on the Business Day next preceding the applicable Auction Date.

(b) The Auction Agent may request that the Broker-Dealers, as set forth in the Broker-Dealer Agreements, provide the Auction Agent with a list of their respective customers

that such Broker-Dealers believe are Existing Holders of Tax-Exempt ARCs and the aggregate amount held by such Broker-Dealer. The Auction Agent shall keep confidential any such information and shall not disclose any such information so provided to any person other than the relevant Broker-Dealer, the City and the Trustee, provided that the Auction Agent reserves the right to disclose any such information if it is advised by its counsel that its failure to do so would be unlawful.

(c) In the event that any day that is scheduled to be an Auction Date shall be changed after the Auction Agent shall have given the notice referred to in Section 3(a)(vii) of the Auction and Settlement Procedures, the Auction Agent, by such means as the Auction Agent deems practicable, shall give notice of such change to the Broker-Dealers not later than 9:15 a.m., New York City time, on the earlier of the new Auction Date or the old Auction Date.

2.3. All-Hold Rate and Maximum Rate.

(a) On the date hereof the Applicable Percentage is 175%. If there is any change in the ratings then assigned to the Tax-Exempt ARCs by Moody's or S&P (or substitute or successor rating agencies) which results in a change to the Applicable Percentage after the date of this Agreement or if the Applicable Percentage is adjusted by the Market Agent in accordance with Section 110 of Exhibit A to the [Twenty-Third] Supplemental Indenture, the Trustee shall notify the Auction Agent in writing of such change in the Applicable Percentage prior to 9:00 a.m., New York City time, on the Auction Date next succeeding such change. In determining the Maximum Rate on any Auction Date as set forth in Section 2.3(b)(i) hereof, the Auction Agent shall be entitled to rely on the Applicable Percentage of which it has most recently received notice from the Trustee or, in the absence of such notice, the Applicable Percentage set forth in the first sentence of this subsection (a). [Delete for Taxable ARCs]

(b) (i) On each Auction Date, the Auction Agent shall determine the All-Hold Rate and the Maximum Rate. Pursuant to the Market Agent Agreement, not later than 9:30 a.m., New York City time, on each Auction Date, the Market Agent shall notify the Auction Agent by telephone of the Kenny Index for use by the Auction Agent in connection with such determination. Not later than 10:30 a.m., New York City time, on each Auction Date, the Auction Agent shall notify the Trustee and the Broker-Dealers of the All-Hold Rate and the Maximum Rate so determined and the Kenny Index used to make such determination. [For Taxable ARCs replace with the following: On each Auction Date, the Auction Agent shall determine the All-Hold Rate, the Maximum Rate and the Applicable LIBOR-Based Rate. Not later than 10:30 a.m., New York City time, on each Auction Date, the Auction Agent shall notify the Trustee and the Broker-Dealer of the All-Hold Rate, the Maximum Rate and the applicable LIBOR-Based Rate so determined.

(ii) If, after delivery to the Auction Agent of the notice referred to in Section 110 of Exhibit A to the [Twenty-Third] Supplemental Indenture, the Market Agent delivers to the Auction Agent either of the certificates referred to in Section 2.5(c) or (d) hereof, the next succeeding Auction will not be held and the Auction Agent shall notify the Trustee of the Maximum Rate determined for the next succeeding Auction Period on the first day of such Auction Period pursuant to Section 2.3(b)(i) above. [Delete for Taxable ARCs]

(iii) Upon the occurrence of a Payment Default, Auctions will be suspended and the Applicable Bonds Rate for each Auction Period commencing after the occurrence of such Payment Default to and including the Auction Period, if any, during which, or commencing less than two Business Days after, such Payment Default is cured or waived in accordance with the [Twenty-Third] Supplemental Indenture will equal the Default Rate as determined by the Trustee in accordance with the provisions of the [Twenty-Third] Supplemental Indenture on the first day of such Auction Period as provided in the [Twenty-Third] Supplemental Indenture; provided, however, that if an Auction occurred on the Business Day immediately preceding any such Auction Period, the Applicable Bonds Rate for such Auction Period shall be the Default Rate plus the Broker-Dealer Fee. The Applicable Bonds Rate for each Auction Period commencing at least two Business Days after any cure or waiver of a Payment Default shall be determined through implementation of the Auction Procedures and the Broker-Dealer Fee.

(iv) If the ownership of the Tax-Exempt ARCs is no longer maintained in book-entry form by the Securities Depository, no further Auctions will be held and the Applicable Bonds Rate for each Auction Period commencing after the delivery of certificates pursuant to the [Twenty-Third] Supplemental Indenture will equal the Maximum Rate as determined by the Auction Agent on the Business Day immediately preceding the first day of such Auction Period as provided in the [Twenty-Third] Supplemental Indenture.

(v) If the rate obtained by the Auction Agent is not quoted on an interest or discount basis, the Auction Agent shall convert the quoted rate to an interest rate after consultation with the Market Agent as to the method of such conversion.

2.4. Auction Schedule. The Auction Agent shall conduct Auctions in accordance with the schedule set forth below. Such schedule may be changed by the Auction Agent with the consent of the Trustee, the Broker-Dealer and the Market Agent, which consent shall not be unreasonably withheld or delayed. The Auction Agent shall give notice pursuant to Section 5.2 hereof of any such change to each Broker-Dealer. Such notice shall be given prior to the first Auction Date on which any such change shall be effective.

By 9:30 a.m.	The Market Agent provides the Auction Agent with the Kenny Index. [Delete for Taxable ARCs]
By 10:30 a.m.	The Auction Agent advises the Trustee and the Broker-Dealers of the Maximum Rate, the All-Hold Rate and [for Tax-Exempt ARCs, the Kenny Index used in determining such Maximum Rate and All-Hold Rate] [for Taxable ARCs, the Applicable LIBOR-Based Rate], as set forth in Section 2.3(b)(i) hereof.
10:30 a.m. - 1:00 p.m.	The Auction Agent assembles information communicated to it by Broker-Dealers as provided in Section 2(b)(i) of the Auction and Settlement Procedures. The Submission Deadline is 1:00 p.m., New York City time.

Not earlier than 1:00 p.m. The Auction Agent makes the determination pursuant to Section 2(c)(i) of the Auction and Settlement Procedures.

By approximately 3:00 p.m. The Auction Agent advises the Trustee and the Broker-Dealers of the Auction Rate for the next Auction Period and the results of the Auction as provided in Section 2(c)(ii) of the Auction and Settlement Procedures. Submitted Bids and Submitted Sell Orders are accepted and rejected in whole or in part and the principal amount of Tax-Exempt ARCs is allocated as provided in Section 2(d) of the Auction and Settlement Procedures.

The Auction Agent shall follow the notification procedures set forth in Section 3(a) of the Auction and Settlement Procedures.

2.5. Changes in Applicable Percentage and Other Rates. [Delete for Taxable ARCs]

(a) The Auction Agent shall mail any notice delivered to it pursuant to Section 110 of Exhibit A to the [Twenty-Third] Supplemental Indenture to the Existing Holders within two Business Days of its receipt thereof.

(b) The Auction Agent shall deliver any certificate delivered to it pursuant to Section 110 of Exhibit A to the [Twenty-Third] Supplemental Indenture to the Broker-Dealers not later than 3:00 p.m., New York City time, on the Business Day on which it receives such certificate.

(c) If, after delivery to the Auction Agent of the notice referred to in subsection (a) of this Section, the Auction Agent fails to receive the certificate referred to in Section 110 of Exhibit A to the [Twenty-Third] Supplemental Indenture by 11:00 a.m., New York City time, on the Business Day immediately preceding the next succeeding Auction Date, the Auction Agent shall deliver a Notice of Failure to Receive Certificate to the Broker-Dealers not later than 3:00 p.m., New York City time, on such Business Day.

(d) If, after delivery to the Auction Agent of the notice referred to in subsection (a) of this Section, the Auction Agent fails to receive the opinion of nationally recognized bond counsel referred to in Section 110 of Exhibit A to the [Twenty-Third] Supplemental Indenture by 3:00 p.m. on the Auction Date, the Auction Agent shall deliver a Notice of Failure to Receive Opinion to the Broker-Dealers promptly by telecopy or other similar means.

2.6. [RESERVED].

2.7. Notices to Existing Holders. The Auction Agent shall be entitled to rely upon the address of each Existing Holder as such address appears in the Existing Holder Registry in connection with any notice to Existing Holders required to be given by the Auction Agent.

2.8. Payment Default.

(a) After delivery by the Trustee to the Auction Agent of a notice pursuant to Section 118 of Exhibit A to the [Twenty-Third] Supplemental Indenture that a Payment Default shall have occurred, the Auction Agent shall deliver a Notice of Payment Default to the Broker-Dealers on the Business Day following its receipt of the same by telecopy or other similar means.

(b) The Auction Agent shall deliver a copy of any notice received by it from the Trustee to the effect that a Payment Default has been cured to the Broker-Dealers on the Business Day following its receipt of the same by telecopy or other similar means.

2.9. Broker-Dealers.

(a) If the Auction Agent is provided with a copy of a Broker-Dealer Agreement, which has been manually signed, with any Authorized Broker-Dealer to which it shall have consented (such consent not to be unreasonably withheld), it shall enter into such Broker-Dealer Agreement with such person.

(b) At the direction of the City, the Auction Agent shall enter into a Broker-Dealer Agreement with any other person who requests to be selected to act as a Broker-Dealer. The Auction Agent shall enter into a Broker-Dealer Agreement with each Broker-Dealer prior to the participation of any such Broker-Dealer in any Auction; provided, however, that such Broker-Dealer Agreement may be effective with respect to an Auction only if the Auction Agent shall have received a manually signed copy of such Broker-Dealer Agreement prior to such Auction.

(c) The Auction Agent shall terminate any Broker-Dealer Agreement as set forth therein if so directed by the City so long as there will be a Broker-Dealer Agreement with another Broker-Dealer in effect immediately following such termination.

2.10. Access to and Maintenance of Auction Records. The Auction Agent shall afford to the Trustee and the City, its agents, independent public accountants and counsel, access at reasonable times during normal business hours to review and make extracts or copies (at no cost to the Auction Agent) of all books, records, documents and other information concerning the conduct and results of Auctions, provided that any such agent, accountant or counsel shall furnish the Auction Agent with a letter from the Trustee or the City, as applicable, requesting that the Auction Agent afford such person access. The Auction Agent shall not be responsible or liable for any actions of the Trustee, City or their respective agents, accountants and counsel for passing on confidential information as a result of access to such records and information. The Auction Agent shall maintain records relating to any Auction for a period of two years after such Auction (unless requested by the Trustee or the City to maintain such records for such longer period not in excess of four years, then for such longer period), and such records shall, in reasonable detail, accurately and fairly reflect the actions taken by the Auction Agent hereunder. The Trustee agrees to keep any information regarding the customers of any Broker-Dealer received from the Auction Agent in connection with this Agreement or any Auction confidential and shall not disclose such information or permit the disclosure of such information without the prior written consent of the applicable Broker-Dealer to anyone except the City and such agent,

accountant or counsel engaged to audit or review the results of Auctions as permitted by this Section. Any such agent, accountant or counsel, before having access to such information, shall agree to keep such information confidential and not to disclose such information or permit disclosure of such information without the prior written consent of the applicable Broker-Dealer, except as may otherwise be required by law.

Section 3. Trustee's Disclaimer. The Trustee makes no representation as to the validity or adequacy of this Agreement, the Broker-Dealer Agreements or the Tax-Exempt ARCs.

Section 4. The Auction Agent.

4.1. Duties and Responsibilities.

(a) The Auction Agent is acting solely as agent for the Trustee hereunder and owes no fiduciary duties to any other person whatsoever.

(b) The Auction Agent undertakes to perform such duties and only such duties as are specifically set forth in this Agreement, and no implied covenants or obligations shall be read into this Agreement by means of the provisions of the [Twenty-Third] Supplemental Indenture or otherwise against the Auction Agent.

(c) In the absence of bad faith, negligent failure to act or negligence on its part, the Auction Agent shall not be liable for any action taken, suffered or omitted or for any error of judgment made by it in the performance of its duties under this Agreement. The Auction Agent shall not be liable for any error of judgment made in good faith unless the Auction Agent shall have been negligent in ascertaining or failing to ascertain the pertinent facts. The Trustee shall not be liable for any action taken, suffered or omitted, or for any error of judgment made, by the Auction Agent.

4.2. Rights of the Auction Agent.

(a) The Auction Agent may conclusively rely on and shall be protected in acting or refraining from acting upon any communication authorized hereby and upon any written instruction, notice, request, direction, consent, report, certificate, form or bond certificate or other instrument, paper or document reasonably believed by it to be genuine. The Auction Agent shall not be liable for acting upon any telephone communication authorized hereby which the Auction Agent believes in good faith to have been given by the Trustee or by a Broker-Dealer or by their designated or appointed agents or representatives. The Auction Agent may record telephone communications with the Trustee or with the Broker-Dealers or both.

(b) The Auction Agent may consult with counsel of its choice, and the advice of such counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder in good faith and in reliance thereon.

(c) The Auction Agent shall not be required to advance, expend or risk its own funds or otherwise incur or become exposed to financial liability in the performance of its duties hereunder.

(d) With the prior written consent of the City, the Auction Agent may perform its duties and exercise its rights hereunder either directly or by or through agents or attorneys and shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed by it with due care hereunder.

4.3. Auction Agent's Disclaimer. The Auction Agent makes no representation as to the validity or adequacy of this Agreement, the Broker-Dealer Agreements or the Tax-Exempt ARCs.

4.4. Compensation. The Auction Agent shall be compensated on an annual basis for its acceptance and performance of its duties hereunder according to that certain Fee Letter between the Auction Agent and the City.

4.5. Compensation of the Broker-Dealers.

(a) On the first Interest Payment Date and each Interest Payment Date immediately following an Auction Date, the Broker-Dealers shall be entitled to receive a fee for all services rendered by them under the Broker-Dealer Agreements with respect to the Auction held on such Auction Date in an amount equal to the product of (i) ___% per annum, multiplied by (ii) (A) in the case of the first Interest Payment Date, the aggregate principal amount of Outstanding Tax-Exempt ARCs on the date of initial delivery of and payment for the Tax-Exempt ARCs or (B) in the case of each Interest Payment Date immediately following an Auction Date, the aggregate principal amount of Outstanding Tax-Exempt ARCs at the close of business on the Record Date immediately preceding such Auction Date, multiplied by (iii) the number of days in such Auction Period, divided by (iv) 360 (the "Broker-Dealer Fee"). If for any reason an Auction is not held on an Auction Date, there shall be no Broker-Dealer Fee payable by the City to the Broker-Dealer with respect to such Auction Date. The Broker-Dealer Fee shall be payable solely out of amounts received by the Auction Agent pursuant to Section 106 of Exhibit A to the [Twenty-Third] Supplemental Indenture in accordance with Section 4.5(b) hereof.

(b) On the first Interest Payment Date and each Interest Payment Date immediately following an Auction Date, the Trustee shall pay to the Auction Agent pursuant to Section 106 of Exhibit A to the [Twenty-Third] Supplemental Indenture an amount equal to the Broker-Dealer Fee payable pursuant to Section 4.5(a) hereof. The Auction Agent shall pay the Broker-Dealer Fee to the Broker-Dealers as set forth in Section 2.5 of each Broker-Dealer Agreement. The Trustee shall not be responsible for calculating the Broker-Dealer Fee due under Section 4.5(a) hereof. The calculation of the Broker-Dealer fee shall be the responsibility of the Auction Agent subject to verification by the City.

(c) [Notwithstanding anything to the contrary contained herein, so long as [Name of Broker-Dealer] is a Broker-Dealer for the Tax-Exempt ARCs, there shall be no other Broker-Dealers for the Tax-Exempt ARCs.]

(d) Notwithstanding anything to the contrary contained herein, in the event that the Broker-Dealer Fee shall not be timely paid, the Bond Insurer shall have the right (but not the obligation) to pay such Broker-Dealer Fee for a period of 45 days from the due date thereof and until the expiration of such period of time.

Section 5. Miscellaneous.

5.1. Term of Agreement.

(a) This Agreement shall terminate on the earlier of (i) the satisfaction and discharge of the [Twenty-Third] Supplemental Indenture with respect to the Tax-Exempt ARCs or this Agreement and (ii) the date on which this Agreement is terminated in accordance with this Section. The Trustee may terminate this Agreement in accordance with Section 112 of Exhibit A to the [Twenty-Third] Supplemental Indenture. The Auction Agent may terminate this Agreement upon written notice to the Trustee, the City, the Broker-Dealers and the Market Agent on the date specified in such notice, which date shall be no earlier than 90 days after the date of delivery of such notice. Notwithstanding the foregoing, the provisions of Section 2 hereof shall terminate upon the delivery of certificates representing the Tax-Exempt ARCs pursuant to the [Twenty-Third] Supplemental Indenture. Notwithstanding the foregoing, the Auction Agent may terminate this Agreement if, after notifying the Trustee, the City and the Market Agent that it has not received payment of any Auction Agent fee due it in accordance with the terms hereof, the Auction Agent does not receive such payment within 45 days. Any resignation or termination of the Auction Agent, other than as described in the immediately preceding sentence, shall not become effective until a successor auction agent has been appointed and such successor auction agent has accepted such position.

(b) Except as otherwise provided in this subsection (b), the respective rights and duties of the Trustee and the Auction Agent under this Agreement shall cease upon termination of this Agreement. The Trustee's representations, warranties, covenants and obligations to the Broker-Dealer under Section 4.5 hereof shall survive the termination of this Agreement. Upon termination of this Agreement, the Auction Agent shall promptly deliver to the Trustee copies of all books and records maintained by it with respect to the Tax-Exempt ARCs in connection with its duties hereunder.

5.2. Communications. Except for (i) communications authorized to be made by telephone pursuant to this Agreement or the Auction Procedures or Settlement Procedures and (ii) communications in connection with Auctions (other than those expressly required to be in writing), all notices, requests and other communications to any party hereunder shall be in writing (including facsimile or similar writing) and shall be given to such party addressed to it at its address, or facsimile number set forth below:

If to the Trustee, addressed:

LASALLE BANK, NATIONAL ASSOCIATION

 Attention: _____

Telephone: _____

Facsimile: _____

If to the City, addressed:

CITY OF CHICAGO

 Attention: _____

Telephone: _____

Facsimile: _____

If to the Auction Agent, addressed: _____

 Attention: _____
 Telephone: _____
 Facsimile: _____

or such other address, telephone or facsimile number as such party may hereafter specify for such purpose by notice in writing to the other party. Each such notice, request or communication shall be effective when delivered at the address specified herein. Communications shall be given on behalf of the Trustee by an Authorized Trustee Representative and on behalf of the Auction Agent by an Authorized Officer.

Any communication to or by the Trustee pursuant to this Agreement shall be similarly and simultaneously copied or repeated to the City.

5.3. Entire Agreement. This Agreement contains the entire agreement between the parties relating to the subject matter hereof, and there are no other representations, endorsements, promises, agreements or understandings, oral, written or inferred between the parties relating to the subject matter hereof.

5.4. Benefits. Nothing herein, express or implied, shall give to any person, other than the Trustee, acting on behalf of the Beneficial Owners, the Auction Agent, the City and the Bond Insurer and their respective successors and assigns, any benefit of any legal or equitable right, remedy or claim hereunder.

5.5. Amendment; Waiver.

(a) This Agreement shall not be deemed or construed to be modified, amended, rescinded, canceled or waived, in whole or in part, except, with the written consent of the Bond Insurer, by a written instrument signed by the duly authorized representatives of the parties hereto.

(b) Failure of either party hereto to exercise any right or remedy hereunder in the event of a breach hereof by the other party shall not constitute a waiver of any such right or remedy with respect to any subsequent breach.

5.6. Successors and Assigns. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the respective successors and assigns of each of the Trustee and the Auction Agent. This Agreement may not be assigned by either party hereto absent the prior written consents of the other party and the Bond Insurer, which consents shall not be unreasonably withheld. The City and the Bond Insurer are third-party beneficiaries of this Agreement.

5.7. Severability. If any clause, provision or section hereof shall be ruled invalid or unenforceable by any court of competent jurisdiction, the invalidity or

unenforceability of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections hereof.

5.8. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

5.9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to agreements made and to be performed within the State of New York.

5.10. Trustee. All privileges, rights and immunities given to the Trustee in the [Twenty-Third] Supplemental Indenture are hereby extended to and applicable to the Trustee's obligations hereunder. The Trustee makes no representation as to the adequacy of this Agreement.

5.11. Effective Date. This Agreement shall become effective on the date of initial delivery of the Tax-Exempt ARCs.

IN WITNESS WHEREOF, the parties hereto have caused this Auction Agent Agreement to be duly executed and delivered by their proper and duly authorized officers as of the date first above written.

LASALLE BANK, NATIONAL ASSOCIATION,
as Trustee

By: _____
Name: _____
Title: _____

[NAME OF AUCTION AGENT],
as Auction Agent

By: _____
Name: _____
Title: _____

[(Sub)Exhibits "A", "B" and "G" referred to in this Auction Agent Agreement unavailable at time of printing.]

(Sub)Exhibits "C", "D", "E" and "F" referred to in this Auction Agent Agreement read as follows:

(Sub)Exhibit "C".
(To Auction Agent Agreement)

Auction And Settlement Procedures.

Section 1. Definitions.

Capitalized terms used herein and not otherwise defined shall have the meanings given such terms in the [Twenty-Third] Supplemental Indenture, and [(Sub)Exhibit A] [(Sub)Exhibit B] attached thereto and the Auction Agent Agreement.

"Available Tax-Exempt ARCs" has the meaning set forth in Section 2(c)(i)(A) hereof.

"Bid" has the meaning set forth in Section 2(a)(i) hereof.

"Bidder" has the meaning set forth in Section 2(a)(i) hereof.

"Buyer's Broker-Dealer" has the meaning set forth in Section 3(a) hereof.

"Hold Order" has the meaning set forth in Section 2(a)(i) hereof.

"Order" has the meaning set forth in Section 2(a)(i) hereof.

"Sell Order" has the meaning set forth in Section 2(a)(i) hereof.

"Seller's Broker-Dealer" has the meaning set forth in Section 3(a) hereof.

"Submission Deadline" has the meaning set forth in Section 2(a)(3) hereof.

"Submitted Bid" has the meaning set forth in Section 2(c)(i) hereof.

"Submitted Hold Order" has the meaning set forth in Section 2(c)(i) hereof.

"Submitted Order" has the meaning set forth in Section 2(c)(i) hereof.

"Submitted Sell Order" has the meaning set forth in Section 2(c)(i) hereof.

"Sufficient Clearing Bids" has the meaning set forth in Section 2(c)(i) hereof.

"Winning Bid Rate" has the meaning set forth in Section 2(c)(i) hereof.

Section 2. Auction Procedures.

So long as the ownership of the Tax-Exempt ARCs is maintained in book-entry form by the Securities Depository, an Existing Holder may sell, transfer or otherwise dispose of Tax-Exempt ARCs only pursuant to a Bid or Sell Order placed in an Auction or through a Broker-Dealer, provided that, in the case of all transfers other than pursuant to Auctions, such Existing Holder, its Broker-Dealer or its Participant advises the Auction Agent of such transfer. Subject to the provisions of the [Twenty-Third] Supplemental Indenture, Auctions shall be conducted on each Auction Date, if there is an Auction Agent on such Auction Date, in the following manner:

(a) (i) Prior to 1:00 P.M. New York City time (the "Submission Deadline") on each Auction Date;

(A) each Existing Holder of Tax-Exempt ARCs may submit to a Broker-Dealer by telephone or otherwise any information as to:

(I) the principal amount of Outstanding Tax-Exempt ARCs, if any, held by such Existing Holder which such Existing Holder desires to continue to hold without regard to the Auction Rate for the next succeeding Auction Period;

(II) the principal amount of Outstanding Tax-Exempt ARCs, if any, which such Existing Holder offers to sell if the Auction Rate for the next succeeding Auction Period shall be less than the rate per annum specified by such Existing Holder; and/or

(III) the principal amount of Outstanding Tax-Exempt ARCs, if any, held by such Existing Holder which such Existing Holder offers to sell without regard to the Auction Rate for the next succeeding Auction Period; and

(B) one or more Broker-Dealers may contact Potential Holders to determine the principal amount of Tax-Exempt ARCs which each Potential Holder offers to purchase, if the Auction Rate for the next succeeding Auction Period shall not be less than the rate per annum specified by such Potential Holder.

The statement of an Existing Holder or a Potential Holder referred to in (A) or (B) of this paragraph (i) is hereinafter referred to as an "Order", and each Existing Holder and each Potential Holder placing an Order is hereinafter referred to as a "Bidder"; an Order described in clause (A)(I) is hereinafter referred to as a "Hold Order"; an Order described in clause (A)(II) or (B) is hereinafter referred to as a "Bid"; and an Order described in clause (A)(III) is hereinafter referred to as a "Sell Order".

(ii) (A) Subject to the provisions of Section 2(b) hereof, a Bid by an Existing Holder shall constitute an irrevocable offer to sell (in each case for settlement in same day funds on the next Interest Payment Date therefor at a price equal to one hundred percent (100%) of the principal amount thereof):

(I) the principal amount of Outstanding Tax-Exempt ARCs specified in such Bid if the Auction Rate determined as provided herein shall be less than the rate specified in such Bid; or

(II) such principal amount or a lesser principal amount of Outstanding Tax-Exempt ARCs to be determined as set forth in Section 2(d)(i)(D) hereof, if the Auction Rate determined as provided herein shall be equal to the rate specified in such Bid; or

(III) such principal amount or a lesser principal amount of Outstanding Tax-Exempt ARCs to be determined as set forth in Section 2(d)(ii)(C) hereof if the rate specified therein shall be higher than the Maximum Rate and Sufficient Clearing Bids have not been made.

(B) Subject to the provisions of Section 2(b) hereof, a Sell Order by an Existing Holder shall constitute an irrevocable offer to sell (in each case for settlement in same day funds on the next Interest Payment Date therefor at a price equal to one hundred percent (100%) of the principal amount thereof):

(I) the principal amount of Outstanding Tax-Exempt ARCs specified in such Sell Order; or

(II) such principal amount or a lesser principal amount of Outstanding Tax-Exempt ARCs set forth in Section 2(d)(i)(C) hereof, if Sufficient Clearing Bids have not been made.

(C) Subject to the provisions of Section 2(b) hereof, a Bid by a Potential Holder shall constitute an irrevocable offer to purchase (in each case for settlement in same day funds on the next interest Payment Date therefor at a price equal to one hundred percent (100%) of the principal amount thereof):

(I) the principal amount of Outstanding Tax-Exempt ARCs specified in such Bid if the Auction Rate determined as provided herein shall be higher than the rate specified in such Bid; or

(II) such principal amount or a lesser principal amount of Outstanding Tax-Exempt ARCs set forth in Section 2(d)(i)(E) hereof, if the Auction Rate determined as provided herein shall be equal to the rate specified in such Bid.

(b) (i) Each Broker-Dealer shall submit in writing to the Auction Agent prior to the Submission Deadline on each Auction Date all Orders obtained by such Broker-Dealer and shall specify with respect to each such Order:

(A) the name of the Bidder placing such Order;

(B) the aggregate principal amount of Tax-Exempt ARCs that are the subject of such Order;

(C) to the extent that such Bidder is an Existing Holder:

(I) the principal amount of Tax-Exempt ARCs, if any, subject to any Hold Order placed by such Existing Holder;

(II) the principal amount of Tax-Exempt ARCs, if any, subject to any Bid placed by such Existing Holder and the rate specified in such Bid; and

(III) the principal amount of Tax-Exempt ARCs, if any, subject to any Sell Order placed by such Existing Holder; and

(D) to the extent such Bidder is a Potential Holder, the rate specified in such Potential Holder's Bid.

(ii) If any rate specified in any Bid contains more than three (3) figures to the right of the decimal point, the Auction Agent shall round such rate up to the next higher one thousandth (0.001) of one percent (1%).

(iii) If an Order or Orders covering all Outstanding Tax-Exempt ARCs held by an Existing Holder is not submitted to the Auction Agent prior to the Submission Deadline, the Auction Agent shall deem a Hold Order to have been submitted on behalf of such Existing Holder covering the principal amount of Outstanding Tax-Exempt ARCs held by such Existing Holder and not subject to an Order submitted to the Auction Agent.

(iv) Neither the City, the Trustee nor the Auction Agent shall be responsible for any failure of a Broker-Dealer to submit an Order to the Auction Agent on behalf of any Existing Holder or Potential Holder, nor shall any such party be responsible for failure by any Securities Depository to effect any transfer or to provide the Auction Agent with current information regarding registration of transfers.

(v) If any Existing Holder submits through a Broker-Dealer to the Auction Agent one or more Orders covering in the aggregate more than the principal amount of Outstanding Tax-Exempt ARCs held by such Existing Holder, such Orders shall be considered valid as follows and in the following order of priority:

(A) all Hold Orders shall be considered valid, but only up to and including in the aggregate the principal amount of Outstanding Tax-Exempt ARCs held by such Existing Holder, and if the aggregate principal amount of Tax-Exempt ARCs subject to such Hold Orders exceeds the aggregate principal amount of Tax-Exempt ARCs held by such Existing Holder, the aggregate principal amount of Tax-Exempt ARCs subject to each such Hold Order shall be reduced so that the aggregate principal amount of Tax-Exempt ARCs subject to such Hold Orders equals the aggregate principal amount of Outstanding Tax-Exempt ARCs held by such Existing Holder;

(B) (I) any Bid shall be considered valid up to and including the excess of the principal amount of Outstanding Tax-Exempt ARCs held by such Existing Holder over the aggregate principal amount of Tax-Exempt ARCs subject to any Hold Order referred to in subsection (v)(A) above;

(II) subject to subsection (v)(B)(I) above, if more than one Bid with the same rate is submitted on behalf of such Existing Holder and the aggregate principal amount of Outstanding Tax-Exempt ARCs subject to such Bid is greater than such excess, such Bids shall be considered valid up to and including the amount of such excess;

(III) subject to subsections (v)(B)(I) and (v)(B)(II) above, if more than one Bid with different rates is submitted on behalf of such Existing Holder, such Bids shall be considered valid first in the ascending order of their respective rates until the highest rate is reached at which such excess exists and then at such rate up to and including the amount of such excess; and

(IV) in any such event, the amount of Outstanding Tax-Exempt ARCs, if any, subject to Bids not valid under this subsection (B) shall be treated as the subject of a Bid by a Potential Holder at the rate therein specified; and

(C) all Sell Orders shall be considered valid up to and including the excess of the principal amount of Outstanding Tax-Exempt ARCs held by such Existing Holder over the aggregate principal amount of Tax-Exempt ARCs subject to Hold Orders referred to in subsection (v)(A) and valid Bids referred to in subsection (v)(B).

(vi) If more than one Bid for Tax-Exempt ARCs is submitted on behalf of any Potential Holder, each Bid submitted shall be a separate Bid with the rate and principal amount therein specified.

(vii) Any Bid or Sell Order submitted by an Existing Holder covering an aggregate principal amount of Tax-Exempt ARCs not equal to an Authorized Denomination shall be rejected and shall be deemed a Hold Order. Any Bid submitted by a Potential Holder covering an aggregate principal amount of Tax-Exempt ARCs not equal to an Authorized Denomination shall be rejected.

(viii) Any Bid specifying a rate higher than the Maximum Rate will be treated as a Sell Order if submitted by an Existing Holder and will not be accepted if submitted by a Potential Holder.

(ix) Any Bid submitted by an Existing Holder or on behalf of a Potential Holder specifying a rate lower than the All-Hold Rate shall be treated as a Bid specifying the All-Hold Rate, and each such Bid shall be considered as valid and shall be selected in the ascending order of their respective rates contained in the Submitted Bids.

(x) An Existing Holder that offers to purchase additional Tax-Exempt ARCs is, for purposes of such offer, treated as a Potential Holder.

(c) (i) Not earlier than the Submission Deadline on each Auction Date, the Auction Agent shall assemble all valid Orders submitted or deemed submitted to it by the Broker-Dealers (each such Order as submitted or deemed submitted by a Broker-Dealer being hereinafter referred to individually as a "Submitted Hold Order", a "Submitted Bid" or a "Submitted Sell Order", as the case may be, or as a "Submitted Order" and collectively as "Submitted Hold Orders", "Submitted Bids" or "Submitted Sell Orders", as the case may be, or as "Submitted Orders") and shall determine:

(A) the excess of the total principal amount of Outstanding Tax-Exempt ARCs over the sum of the aggregate principal amount of Outstanding Tax-Exempt ARCs subject to Submitted Hold Orders (such excess being hereinafter referred to as the "Available Tax-Exempt ARCs"); and

(B) from the Submitted Orders whether:

(I) the aggregate principal amount of Outstanding Tax-Exempt ARCs subject to Submitted Bids by Potential Holders specifying one or more rates equal to or lower than the Maximum Rate exceeds or is equal to the sum of:

(II) the aggregate principal amount of Outstanding Tax-Exempt ARCs subject to Submitted Bids by Existing Holders specifying one or more rates higher than the Maximum Rate; and

(III) the aggregate principal amount of Outstanding Tax-Exempt ARCs subject to Submitted Sell Orders (in the event such excess or such equality exists, other than because the sum of the principal amounts of Tax-Exempt ARCs in subclauses (II) and (III) above is zero because all of the Outstanding Tax-Exempt ARCs are subject to Submitted Hold Orders, such Submitted Bid described in subclause (I) above shall be referred to collectively as "Sufficient Clearing Bids"); and

(C) if Sufficient Clearing Bids exist, the lowest rate specified in such Submitted Bids (the "Winning Bid Rate") such that if:

(I) (aa) each such Submitted Bid from Existing Holders specifying such lowest rate and (bb) all other Submitted Bids from Existing Holders specifying lower rates were rejected, thus entitling such Existing Holders to continue to hold the principal amount of Tax-Exempt ARCs subject to such Submitted Bids; and

(II) (aa) each such Submitted Bid from Potential Holders specifying such lowest rate and (bb) all other Submitted Bids from Potential Holders specifying lower rates were accepted,

the result would be that such Existing Holders described in subsection (C)(I) above would continue to hold an aggregate principal amount of Outstanding Tax-Exempt ARCs which, when added to the aggregate principal amount of Outstanding Tax-Exempt ARCs to be purchased by such Potential Holders described in subsection (C)(II) above, would equal not less than the Available Tax-Exempt ARCs.

(ii) Promptly after the Auction Agent has made the determinations pursuant to Section 2(c)(i) hereof, the Auction Agent shall advise the Trustee of the Maximum Rate and the All-Hold Rate and the components thereof on the Auction Date and, based on such determinations, the Auction Rate for the next succeeding Auction Period as follows:

(A) if Sufficient Clearing Bids exist, that the Auction Rate for the next succeeding Auction Period shall be equal to the Winning Bid Rate so determined;

(B) if Sufficient Clearing Bids do not exist (other than because all of the Outstanding Tax-Exempt ARCs are subject to Submitted Hold Orders), that the Auction Rate for the next succeeding Auction Period shall be equal to the Maximum Rate; or

(C) if all Outstanding Tax-Exempt ARCs are subject to Submitted Hold Orders, that the Auction Rate for the next succeeding Auction Period shall be equal to the All-Hold Rate.

(d) Existing Holders shall continue to hold the principal amount of Tax-Exempt ARCs that are subject to Submitted Hold Orders, and, based on the determinations made pursuant to Section 2(c)(i) hereof, Submitted Bids and Submitted Sell Orders shall be accepted or rejected and the Auction Agent shall take such other action as set forth below:

(i) if Sufficient Clearing Bids have been made, all Submitted Sell Orders shall be accepted and, subject to the provisions of Sections 2(d)(iv) and 2(d)(v) hereof,

Submitted Bids shall be accepted or rejected as follows in the following order of priority and all other Submitted Bids shall be rejected:

(A) Existing Holders' Submitted Bids specifying any rate that is higher than the Winning Bid Rate shall be accepted, thus requiring each such Existing Holder to sell the aggregate principal amount of Tax-Exempt ARCs subject to such Submitted Bids;

(B) Existing Holders' Submitted Bids specifying any rate that is lower than the Winning Bid Rate shall be rejected, thus entitling each such Existing Holder to continue to hold the aggregate principal amount of Tax-Exempt ARCs subject to such Submitted Bids;

(C) Potential Holders' Submitted Bids specifying any rate that is lower than the Winning Bid Rate shall be accepted, thus requiring such Potential Holder to purchase the aggregate principal amount of Tax-Exempt ARCs subject to such Submitted Bids;

(D) each Existing Holders' Submitted Bid specifying a rate that is equal to the Winning Bid Rate shall be rejected, thus entitling such Existing Holder to continue to hold the aggregate principal amount of Tax-Exempt ARCs subject to such Submitted Bid, unless the aggregate principal amount of Outstanding Tax-Exempt ARCs subject to all such Submitted Bids shall be greater than the principal amount of Tax-Exempt ARCs (the "remaining principal amount") equal to the excess of the Available Tax-Exempt ARCs over the aggregate principal amount of Tax-Exempt ARCs subject to Submitted Bids described in subsections (B) and (C) of this Section 2(d)(i), in which event such Submitted Bid of such Existing Holder shall be rejected in part, and such Existing Holder shall be entitled to continue to hold the principal amount of Tax-Exempt ARCs subject to such Submitted Bid, but only in an amount equal to the aggregate principal amount of Tax-Exempt ARCs obtained by multiplying the remaining principal amount by a fraction, the numerator of which shall be the principal amount of Outstanding Tax-Exempt ARCs held by such Existing Holder subject to such Submitted Bid and the denominator of which shall be the sum of the principal amount of Outstanding Tax-Exempt ARCs subject to such Submitted Bids made by all such Existing Holders that specified a rate equal to the Winning Bid Rate; and

(E) each Potential Holder's Submitted Bid specifying a rate that is equal to the Winning Bid Rate shall be accepted, but only in an amount equal to the principal amount of Tax-Exempt ARCs obtained by multiplying the excess of the aggregate principal amount of Available Tax-Exempt ARCs over the aggregate principal amount of Tax-Exempt ARCs subject to Submitted Bids described in subsections (B), (C) and (D) of this Section 2(d)(i) by a fraction the numerator of which shall be the aggregate principal amount of Outstanding Tax-Exempt ARCs subject to such Submitted Bid and the denominator of which shall be the sum of the principal amount of Outstanding Tax-Exempt ARCs subject to Submitted Bids made by all such Potential Holders that specified a rate equal to the Winning Bid Rate.

(ii) If Sufficient Clearing Bids have not been made (other than because all of the Outstanding Tax-Exempt ARCs are subject to submitted Hold Orders), subject to the provisions of Section 2(d)(iv) hereof, Submitted Orders shall be accepted or rejected as follows in the following order of priority and all other Submitted Bids shall be rejected:

(A) Existing Holders' Submitted Bids specifying any rate that is equal to or lower than the Maximum Rate shall be accepted, thus entitling such Existing Holders to continue to hold the aggregate principal amount of Tax-Exempt ARCs subject to such Submitted Bids; and

(B) Potential Holders' Submitted Bids specifying any rate that is equal to or lower than the Maximum Rate shall be accepted, thus requiring each Potential Holder to purchase the aggregate principal amount of Tax-Exempt ARCs subject to such Submitted Bids; and

(C) each Existing Holder's Submitted Bid specifying any rate that is higher than the Maximum Rate and the Submitted Sell Order of each Existing Holder shall be accepted, thus entitling each Existing Holder that submitted any such Submitted Bid or Submitted Sell Order to sell the Tax-Exempt ARCs subject to such Submitted Bid or Submitted Sell Order, but in both cases only in an amount equal to the aggregate principal amount of Tax-Exempt ARCs obtained by multiplying the aggregate principal amount of Tax-Exempt ARCs subject to Submitted Bids described in subsection (B) of this Section 2(d)(ii) by a fraction the numerator of which shall be the aggregate principal amount of Outstanding Tax-Exempt ARCs held by such Existing Holder subject to such Submitted Bid or Submitted Sell Order and the denominator of which shall be the aggregate principal amount of Outstanding Tax-Exempt ARCs subject to all such Submitted Bids and Submitted Sell Orders.

(iii) If all Outstanding Tax-Exempt ARCs are subject to Submitted Hold Orders, all Submitted Bids shall be rejected.

(iv) If, as a result of the procedures described in Section 2(d)(i) or 2(d)(ii) hereof, any Existing Holder would be entitled or required to sell, or any Potential Holder would be entitled or required to purchase, a principal amount of Tax-Exempt ARCs that is not equal to an Authorized Denomination the Auction Agent shall, in such manner as in its sole discretion it shall determine, round up or down the principal amount of Tax-Exempt ARCs to be sold by any Existing Holder or to be purchased by any Potential Holder so that the principal amount of Tax-Exempt ARCs sold by each Existing Holder or purchased by each Potential Holder shall be equal to an Authorized Denomination.

(v) The City, the Broker-Dealer, the Trustee and the Auction Agent shall have no liability in the event that there are not Sufficient Clearing Bids from time to time pursuant to the Auction Procedures.

(e) Based on the result of each Auction, the Auction Agent shall determine the aggregate principal amount of Tax-Exempt ARCs to be purchased and the aggregate principal amount of Tax-Exempt ARCs to be sold by Potential Holders and Existing Holders on whose behalf each Broker-Dealer submitted Bids or Sell Orders and, with respect to each Broker-Dealer, to the extent that such aggregate principal amount of Tax-Exempt ARCs to be sold differs from such aggregate principal amount of Tax-Exempt ARCs to be purchased, determine to which other Broker-Dealer or Broker Dealers acting for one or more purchasers such Broker-Dealer shall deliver, or from which other Broker-Dealer or Broker-Dealers acting for one or more sellers such Broker-Dealer shall receive, as the case may be, Tax-Exempt ARCs.

(f) Any calculation by the Auction Agent (or the Trustee, if applicable) of the Maximum Rate, the All-Hold Rate and the Default Rate shall, in the absence of manifest error, be binding on all Beneficial Owners and all other parties.

Section 3. Settlement Procedures.

(a) Not later than 3:00 P.M., New York City time, on each Auction Date, the Auction Agent shall notify by telephone each Broker-Dealer that participated in the Auction held on such Auction Date and submitted an Order on behalf of an Existing Holder or Potential Holder of:

- (i) the Auction Rate fixed for the next Auction Period;
- (ii) whether there were Sufficient Clearing Bids in such Auction;
- (iii) if such Broker-Dealer (a "Seller's Broker-Dealer") submitted a Bid or a Sell Order on behalf of an Existing Holder, whether such Bid or Sell Order was accepted or rejected, in whole or in part, and the principal amount of Tax-Exempt ARCs, if any, to be sold by such Existing Holder;
- (iv) if such Broker-Dealer (a "Buyer's Broker-Dealer") submitted a Bid on behalf of a Potential Holder, whether such Bid was accepted or rejected, in whole or in part, and the principal amount of Tax-exempt ARCs, if any, to be purchased by such Potential Holder;
- (v) if the aggregate amount of Tax-Exempt ARCs to be sold by all Existing Holders on whose behalf such Broker-Dealer submitted a Bid or a Sell Order exceeds the aggregate principal amount of Tax-Exempt ARCs to be purchased by all Potential Holders on whose behalf such Broker-Dealer submitted a Bid, the name or names of one or more Buyer's Broker-Dealers (and the name of the Participant, if any, of each such Buyer's Broker-Dealer) acting for one or more purchasers of such excess principal amount of Tax-Exempt ARCs and the principal amount of Tax-Exempt ARCs to be purchased from one or more Existing Holders on whose behalf such Broker-Dealer acted by one or more Potential Holders on whose behalf each of such Buyer's Broker-Dealers acted;

(vi) if the principal amount of Tax-Exempt ARCs to be purchased by all Potential Holders on whose behalf such Broker-Dealer submitted a Bid exceeds the amount of Tax-Exempt ARCs to be sold by all Existing Holders on whose behalf such Broker-Dealer submitted a Bid or a Sell Order, the name or names of one or more Seller's Broker-Dealers (and the name of the Participant, if any, of each such Seller's Broker-Dealer) acting for one or more sellers of such excess principal amount of Tax-Exempt ARCs and the principal amount of Tax-Exempt ARCs to be sold to one or more Potential Holders on whose behalf such Broker-Dealer acted by one or more Existing Holders on whose behalf each of such Seller's Broker-Dealers acted; and

(vii) the Auction Date for the next succeeding Auction.

(b) On each Auction Date, each Broker-Dealer that submitted an Order on behalf of any Existing Holder or Potential Holder shall:

(i) advise each Existing Holder and Potential Holder on whose behalf such Broker-Dealer submitted a Bid or Sell Order in the Auction on such Auction Date whether such Bid or Sell Order was accepted or rejected, in whole or in part;

(ii) in the case of a Broker-Dealer that is a Buyer's Broker-Dealer, advise each Potential Holder on whose behalf such Broker-Dealer submitted a Bid that was accepted, in whole or in part, to instruct such Potential Holder's Participant to pay to such Broker-Dealer (or its Participant) through the Securities Depository the amount necessary to purchase the principal amount of Tax-Exempt ARCs to be purchased pursuant to such Bid against receipt of such Tax-Exempt ARCs;

(iii) in the case of a Broker-Dealer that is a Seller's Broker-Dealer, instruct each Existing Holder on whose behalf such Broker-Dealer submitted a Sell Order that was accepted, in whole or in part, or a Bid that was accepted, in whole or in part, to instruct such Existing Holder's Participant to deliver to such Broker-Dealer (or its Participant) through the Securities Depository the principal amount of Tax-Exempt ARCs to be sold pursuant to such Order against payment therefor;

(iv) advise each Existing Holder on whose behalf such Broker-Dealer submitted an Order and each Potential Holder on whose behalf such Broker-Dealer submitted a Bid of the Auction Rate for the next Auction Period;

(v) advise each Existing Holder on whose behalf such Broker-Dealer submitted an Order of the next Auction Date; and

(vi) advise each Potential Holder on whose behalf such Broker-Dealer submitted a Bid that was accepted, in whole or in part, of the next Auction Date.

(c) On the basis of the information provided to it pursuant to Section 3(a) hereof, each Broker-Dealer that submitted a Bid or Sell Order in an Auction is required to

allocate any funds received by it in connection with such Auction pursuant to Section 3(b)(ii) hereof, and any Tax-Exempt ARCs received by it in connection with such Auction pursuant to Section 3(b)(iii) hereof among the Potential Holders, if any, on whose behalf such Broker-Dealer submitted Bids, the Existing Holders, if any on whose behalf such Broker-Dealer submitted Bids or Sell Orders in such Auction, and any Broker-Dealers identified to it by the Auction Agent following such Auction pursuant to Section 3(a)(v) or 3(a)(vi) hereof.

(d) On each Auction Date:

(i) each Potential Holder and Existing Holder with an Order in the Auction on such Auction Date shall instruct its Participant as provided in Section 3(b)(ii) or 3(b)(iii) hereof, as the case may be;

(ii) each Seller's Broker-Dealer that is not a Participant of the Securities Depository shall instruct its Participant to (A) pay through the Securities Depository to the Participant of the Existing Holder delivering Tax-Exempt ARCs to such Broker-Dealer following such Auction pursuant to Section 3(b)(iii) hereof the amount necessary to purchase such Tax-Exempt ARCs against receipt of such Tax-Exempt ARCs, and (B) deliver such Tax-Exempt ARCs through the Securities Depository to a Buyer's Broker-Dealer (or its Participant) identified to such Seller's Broker-Dealer pursuant to Section 3(a)(v) hereof against payment therefor; and

(iii) each Buyer's Broker-Dealer that is not a Participant in the Securities Depository shall instruct its Participant to (A) pay through the Securities Depository to the Seller's Broker-Dealer (or its Participant) identified following such Auction pursuant to Section 3(a)(vi) hereof the amount necessary to purchase the Tax-Exempt ARCs to be purchased pursuant to Section 3(b)(ii) hereof against receipt of such Tax-Exempt ARCs, and (B) deliver such Tax-Exempt ARCs through the Securities Depository to the Participant of the purchaser thereof against payment therefor.

(e) On the Business Day following each Auction Date:

(i) each Participant for a Bidder in the Auction on such Auction Date referred to in Section 3(d)(i) hereof shall instruct the Securities Depository to execute the transactions described under Section 3(b)(ii) or 3(b)(iii) hereof for such Auction, and the Securities Depository shall execute such transactions;

(ii) each Seller's Broker-Dealer or its Participant shall instruct the Securities Depository to execute the transactions described in Section 3(d)(ii) hereof for such Auction, and the Securities Depository shall execute such transactions; and

(iii) each Buyer's Broker-Dealer or its Participant shall instruct the Securities Depository to execute the transactions described in Section 3(d)(iii) hereof for such Auction, and the Securities Depository shall execute such transactions.

(f) If an Existing Holder selling Tax-Exempt ARCs in an Auction fails to deliver such Tax-Exempt ARCs (by authorized book-entry), a Broker-Dealer may deliver to the Potential Holder on behalf of which it submitted a Bid that was accepted a principal amount of Tax-Exempt ARCs that is less than the principal amount of Tax-Exempt ARCs that otherwise was to be purchased by such Potential Holder. In such event, the principal amount of Tax-Exempt ARCs to be so delivered shall be determined solely by such Broker-Dealer. Delivery of such lesser principal amount of Tax-Exempt ARCs shall constitute good delivery. Notwithstanding the foregoing terms of this subsection, any delivery or nondelivery of Tax-Exempt ARCs which shall represent any departure from the results of an Auction, as determined by the Auction Agent, shall be of no effect unless and until the Auction Agent shall have been notified of such delivery or nondelivery in accordance with the provisions of the Auction Agent Agreement and the Broker-Dealer Agreements.

(Sub)Exhibit "D".
 (To Auction Agent Agreement)

[Delete For Taxable ARCs]

Notice Of Failure To Receive Certificate.

§ _____

City Of Chicago
 Chicago O'Hare International Airport
 General Airport Third Lien Revenue Refunding Bonds,
 Series 2006 __.

Notice Is Hereby Given that a condition to changing the percentage used to determine the All-Hold Rate, the Applicable Percentage used to determine the Maximum Rate and the percentage of the Kenny Index used to determine the Default Rate has not been met. The existing percentages and Applicable Percentage will be used to determine the All-Hold Rate, the Maximum Rate and the Default Rate, as the case may be, on the next succeeding Auction Date. An Auction will be conducted on the next succeeding Auction Date unless otherwise not held pursuant to the terms of the Tax-Exempt ARCs.

Terms used herein have the meanings set forth in the [Twenty-Third] Supplemental Indenture and (Sub)Exhibit A attached thereto and the Auction Agent Agreement relating to the above-referenced issue.

[Name of Auction Agent],
as Auction Agent

By: _____

Name: _____

Title: _____

(Sub)Exhibit "E".
(To Auction Agent Agreement)

[Delete For Taxable ARCs]

Notice Of Failure To Receive Opinion.

\$ _____

City Of Chicago
Chicago O'Hare International Airport
General Airport Third Lien Revenue Refunding Bonds,
Series 2006__.

Notice Is Hereby Given that a condition to changing the percentage used to determine the All-Hold Rate, the Applicable Percentage used to determine the Maximum Rate and the percentage of the Kenny Index used to determine the Default Rate has not been met. The existing percentages and Applicable Percentage will be used to determine the All-Hold Rate, the Maximum Rate and the Default Rate, as the case may be. The interest rate on the Tax-Exempt ARCs for the next succeeding Auction Period will be equal to the sum of the Broker-Dealer Fee and the Maximum Rate or, if the Default Rate is the applicable interest rate, will be equal to the Default Rate.

Terms used herein have the meanings set forth in the [Twenty-Third] Supplemental Indenture and (Sub)Exhibit A attached thereto and the Auction Agent Agreement relating to the above-referenced issue.

[Name of Auction Agent],
as Auction Agent

By: _____

Name: _____

Title: _____

(Sub)Exhibit "F".
(To Auction Agent Agreement)

Notice Of Payment Default.

\$ _____

City Of Chicago
Chicago O'Hare International Airport
General Airport Third Lien Revenue Refunding Bonds,
Series 2006__.

Notice Is Hereby Given that a Payment Default has occurred and not been cured. Determination of the interest rate on the Tax-Exempt ARCs pursuant to the Auction Procedures will be suspended. The interest rate on the Tax-Exempt ARCs for each Auction Period commencing after _____ will equal the Default Rate as it is determined by the Trustee on the first day of such Auction Period. All terms used herein and not otherwise defined shall have the meanings given such terms in the [Twenty-Third] Supplemental Indenture and (Sub)Exhibit A attached thereto and the Auction Agent Agreement relating to the above-referenced issue.

[Name of Auction Agent],
as Auction Agent

By: _____

Name: _____

Title: _____

*Exhibit "F".
(To Ordinance)*

Broker-Dealer Agreement

By And Among

[City Of Chicago, As Issuer]

As Auction Agent

And

As Broker-Dealer

Dated As Of _____, 2006

Relating To

\$ _____

*City Of Chicago
Chicago O'Hare International Airport
General Airport Third Lien Revenue Refunding Bonds,
Series 2006__.*

This BROKER-DEALER AGREEMENT, dated as of _____, 2006 (this "Agreement"), by and among the CITY OF CHICAGO, as the issuer of the Bonds herein defined, _____, a _____ banking corporation, acting as auction agent (together with its successors and assigns, the "Auction Agent"), and _____ (together with its successors and assigns, hereinafter referred to as the "Broker-Dealer").

WHEREAS, the City of Chicago (the "City") proposes to issue \$ _____ aggregate principal amount of its Chicago O'Hare International Airport General Airport Third Lien Revenue Refunding Bonds, Series 2006 ____ (the "Bonds") pursuant to a Master Indenture of

Trust Securing Chicago O'Hare International Airport Third Lien Obligations, dated as of March 1, 2002 (as previously supplemented and amended, the "Indenture") between the City and LaSalle Bank National Association, as trustee (the "Trustee") as further supplemented by a [Twenty-Third] Supplemental Indenture dated as of _____, 2006 (the "[Twenty-Third]" Supplemental Indenture") between the City and the Trustee, and an Ordinance (the "Ordinance"), adopted by the City Council on _____, 2006. The Trustee is entering into the Auction Agent Agreement (as hereinafter defined) as agent for the Beneficial Owners of the Bonds pursuant to the [Twenty-Third] Supplemental Indenture.

WHEREAS, the [Twenty-Third] Supplemental Indenture provides that the interest rate with respect to the Bonds for each Auction Period after the initial Auction Period shall, except under certain conditions, equal the rate per annum that the Auction Agent advises results from implementation of the Auction Procedures (the "Auction Rate").

WHEREAS, [Name of Broker-Dealer] is an Authorized Broker-Dealer listed in the Auction Agent Agreement, and the Auction Agent is entering into this Agreement pursuant to Section 2.9(a) of the Auction Agent Agreement.

WHEREAS, the Auction Procedures require the participation of one or more Broker-Dealers.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City, the Auction Agent, as agent of the Trustee, and the Broker-Dealer agree as follows:

Section 1. Definitions and Rules of Construction.

1.1 Terms Defined by Reference. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in or pursuant to the Auction Agent Agreement.

1.2 Terms Defined Herein. As used herein and in each Exhibit hereto, the following terms shall have the following meanings, unless the context otherwise requires:

"ARCs Rate" or "Auction Rate" shall mean the rate of interest per annum that results from the implementation of the ARCs Provisions.

"ARCs Provisions" shall mean the special provisions relating to Tax-Exempt ARCs attached as [Exhibit A] [Exhibit B for Taxable ARCs] to the [Twenty-Third] Supplemental Indenture.

"Auction" shall have the meaning specified in Section 2.1 hereof.

“Auction Agent Agreement” shall mean the Auction Agent Agreement dated as of _____, 2006, relating to the Bonds, by and between the Trustee and the Auction Agent.

“Auction Procedures” shall mean the provisions that are set forth in Section 2 of Exhibit C of the Auction Agent Agreement.

“Authorized Broker-Dealers” shall mean each person listed on Exhibit G to the Auction Agent Agreement.

“Authorized Officer” shall mean each Director, Vice President, Assistant Vice President and Associate of the Auction Agent assigned to its Corporate Trust and Agency Services and every other officer or employee of the Auction Agent designated as an “Authorized Officer” for purposes of this Agreement in a communication to the Broker-Dealer.

“Beneficial Owner” shall mean the Person who is the beneficial owner of Tax-Exempt ARCs according to the records of (i) the Securities Depository while such Tax-Exempt ARCs are in book-entry form or (ii) the Trustee while such Tax-Exempt ARCs are not in book-entry form.

“Bond Insurer” shall mean _____, a _____ insurance company incorporated under the laws of the State of _____, or any successor thereto.

“Broker-Dealer Authorized Officer” shall mean each officer or employee of the Broker-Dealer designated as a “Broker-Dealer Authorized Officer” for purposes of this Agreement in a communication to the Auction Agent.

“Notice of Failure to Deliver” shall mean a notice substantially in the form of Exhibit C hereto.

“Notice of Transfer” shall mean a notice substantially in the form of Exhibit B hereto.

“Participant” shall mean a member of, or participant in, the Securities Depository.

“Settlement Procedures” shall mean the Settlement Procedures attached hereto as Exhibit A.

“Tax-Exempt ARCs” shall mean any Bonds bearing interest at an ARCs Rate determined under the ARCs Provisions in Exhibit A to the [Twenty-Third] Supplemental Indenture.

[“Taxable ARCs” shall mean any Bonds bearing interest at an ARCs Rate determined under the ARCs Provisions in Exhibit B to the [Twenty-Third] Supplemental Indenture.]

1.3 Rules of Construction. Unless the context or use indicates another or different meaning or intent, the following rules shall apply to the construction of this Agreement:

- (a) Words importing the singular number shall include the plural number and vice versa.
- (b) The captions and headings herein are solely for convenience of reference and shall not constitute a part of this Agreement nor shall they affect its meaning, construction or effect.
- (c) The words "hereof," "herein," "hereto," and other words of similar import refer to this Agreement as a whole.
- (d) All references herein to a particular time of day shall be to New York City time.
- (e) Each reference to the purchase, sale, or holding of ARCs shall refer to beneficial ownership interests in ARCs unless the context clearly requires otherwise.
- (f) Any reference to ARCs shall be deemed to be references to each series, subseries, or tranche of ARCs Bonds. References herein to an Auction and the Auction Procedures shall apply separately to each series, subseries, or tranche of ARCs.

Section 2. The Auction.

2.1 Auction Procedures and Settlement Procedures.

- (a) On each Auction Date, the provisions of the Auction Procedures will be followed by the Auction Agent for the purpose of determining the Applicable Bonds Rate for the next Auction Period. Each periodic operation of such procedures is hereinafter referred to as an "Auction."
- (b) All of the provisions contained in the Auction Procedures and the Settlement Procedures are incorporated herein by reference in their entirety and shall be deemed to be a part of this Agreement to the same extent as if such provisions were fully set forth herein.
- (c) The Broker-Dealer agrees to act as, and assumes the obligations of and limitations and restrictions placed upon, a Broker-Dealer under this Agreement.
- (d) The Broker-Dealer and other Authorized Broker-Dealers may participate in Auctions for their own accounts. However, the Auction Agent may by notice to the Broker-Dealer and all other Broker-Dealers prohibit all Broker-Dealers from submitting Bids in Auctions for their own accounts, provided that Broker-Dealers may continue to submit Hold Orders and Sell Orders. The Auction Agent shall have no duty or liability with respect to monitoring or enforcing the requirements of this subsection (d).

2.2 Preparation for Each Auction.

(a) Subject to receipt by the Auction Agent of all relevant information, on each Auction Date for the Tax-Exempt ARCs, the Auction Agent shall advise the Broker-Dealer by Electronic means of the All-Hold Rate and the Maximum Rate as promptly as practicable, but in no event later than the Submission Deadline applicable to such Auction Date.

(b) In the event that the Auction Date for any Auction shall be changed after the Auction Agent has given notice of such Auction Date pursuant to clause (vii) of paragraph (a) of the Settlement Procedures, the Auction Agent, by such means as the Auction Agent deems practicable, shall give notice of such change to the Broker-Dealer as soon as possible but not later than the earliest of (i) 9:15 a.m. on the new Auction Date, (ii) 9:15 a.m. on the originally scheduled Auction Date, and (iii) 9:15 a.m. on the next Interest Payment Date. Thereafter, the Broker-Dealer shall promptly notify its customers that the Broker-Dealer believes are Existing Holders of such change in the Auction Date.

(c) The Auction Agent from time to time may request the Broker-Dealer to provide it with the aggregate principal amounts of the ARCs specifically held by each such Broker-Dealer as an Existing Holder; provided, however, that the Broker-Dealer shall not be required to provide information as to the identity of Existing Holders other than the Broker-Dealer, or Potential Holders other than the Broker-Dealer, in any Auction. Except as provided in the immediately preceding sentence, the Broker-Dealer shall comply with any reasonable request for information, and the Auction Agent shall treat as confidential any such information, and shall not disclose any such information so provided to any Person other than the Trustee, the City, and the Broker-Dealer; provided, however, that the Auction Agent reserves the right and is authorized to disclose any such information as confidential information to (i) its internal and external accountants, auditors and counsel, its regulators and examiners, and (ii) any other Person (A) if the Auction Agent is ordered to do so by a court of competent jurisdiction or a regulatory, judicial, or quasi-judicial agency or authority having the authority to compel such disclosure, (B) if the Auction Agent has been advised by counsel that the failure to disclose such information would be unlawful or (C) if the failure to do so would expose the Auction Agent to any loss, liability, claim or damage for which the Auction Agent shall not have been previously adequately indemnified.

2.3 Auction Schedule: Method of Submission of Orders.

(a) The Auction Agent shall conduct Auctions for the Tax-Exempt ARCs in accordance with the schedule set forth below. Such schedule may be changed at any time by the Auction Agent upon the direction of the Broker-Dealer and the Trustee. Such notice shall be received prior to the close of business on the Business Day next preceding the first Auction Date

on which such change shall be effective. Notwithstanding the foregoing, the Auction Agent will follow The Bond Market Association's (or its successor's) Market Practice U.S. Holiday Recommendations (the "BMA Recommendation") for shortened trading days for the bond markets, unless the Auction Agent is instructed otherwise by the Broker-Dealer and the Trustee. In the event of a BMA Recommendation on an Auction Date, the Submission Deadline will be 11:30 a.m., instead of 1:00 p.m., and as a result the notice set forth in Section 2.4 will occur earlier.

Time on Auction Date	Event
As promptly as practicable, but in no event later than the Submission Deadline applicable to such Auction Date.	The Auction Agent advises the Bond Trustee and the Broker-Dealers of the Maximum Rate and the All-Hold Rate [for Taxable ARCs, the Applicable LIBOR Based Rate].
10:30 a.m. – Internal Submission Deadline	Bids and Orders may be submitted to the Broker-Dealer.
10:30 a.m. – Submission Deadline	Broker-Dealers assemble information received from each Bidder (Existing Holders and any Potential Holders) and any internally initiated Broker-Dealers' Bids in accordance with Auction Procedures.
Not earlier than Submission Deadline	Auction Agent makes determinations pursuant to Section 104(c)(i) of the Auction Procedures.
Not later than Submission Processing Deadline	Auction Agent accepts any Orders submitted subject to a Submission Processing Representation and makes determinations pursuant to Section 104(c)(i) of the Auction Procedures.
Not later than 3:00 p.m.	Auction Agent advises the Broker-Dealers, the Bond Trustee and the Issuer of the results of the Auction as provided in Section 104(c)(ii) of the Auction Procedures and of the Auction Rate for the next ARCs Interest Period. Submitted Bids and Submitted Sell Orders are accepted and rejected in whole or in part, and principal amounts of ARCs are allocated as provided in Sections 104(d) of the Auction Procedures. Auction Agent gives notice of Auction results as set forth in Section 2.4(a) hereof.

Not later than 1 hour after Auction results are first provided to BD as set forth in paragraph (a) of Exhibit A hereto.

The Broker-Dealer and Auction Agent may correct clerical errors made by the Broker-Dealer. The Broker-Dealer may notify Auction Agent of suspected clerical errors by Auction Agent.

(b) The Broker-Dealer shall submit Orders to the Auction Agent by Electronic Means. In each Auction in which the Broker-Dealer submits one or more Orders, the Broker-Dealer may aggregate the Orders of different Potential Holders or Existing Holders on whose behalf the Broker-Dealer is submitting Orders; provided, however, Orders may only be aggregated if the interest rates on the Bids are the same when rounded pursuant to the provisions Section 104(b)(ii) of the Auction Procedures.

(c) The Broker-Dealer shall deliver to the Auction Agent (i) a notice by Electronic Means of transfers of ARCs, made through the Broker-Dealer by an Existing Holder to another Person other than pursuant to an Auction, and (ii) a notice by Electronic Means of the failure of any Tax-Exempt ARCs to be transferred to or by any Person that purchased or sold Tax-Exempt ARCs through the Broker-Dealer pursuant to an Auction. The Auction Agent is not required to accept any notice delivered pursuant to the terms of the foregoing sentence with respect to an Auction unless it is received by the Auction Agent by 3:00 p.m. on the Business Day next preceding the applicable Auction Date.

(d) The Broker-Dealer agrees to handle its customers' Orders in accordance with its duties under applicable securities laws and rules.

(e) Broker-Dealers may submit an Order after the Submission Deadline and prior to the Submission Processing Deadline if the Order was (i) received by the Broker-Dealer from Existing Holders or Potential Holders prior to the Submission Deadline or (ii) initiated internally by the Broker-Dealer for its own account prior to the Submission Deadline. Each Order submitted to the Auction Agent after the Submission Deadline and prior to the Submission Processing Deadline shall constitute a representation by the Broker-Dealer that such Order was (i) received from an Existing Holder or Potential Holder prior to the Submission Deadline or (ii) initiated internally by the Broker-Dealer for its own account prior to the Submission Deadline (the "Submission Processing Representation").

(f) The Broker-Dealer and the Auction Agent may correct clerical errors in Orders submitted to the Auction Agent at any time up to one hour after the time the Auction results are first provided to the Broker-Dealer as set forth in paragraph (a) of the Settlement Procedures. The Auction Agent may rely conclusively on the submission by the Broker-Dealer of a change as a representation by the Broker-Dealer as to the existence of a clerical error. Auction Agent may, but is not obligated to, advise the Broker-Dealer, prior to posting the final Auction results, if it believes there has been a clerical error. Determining whether an error was a clerical error is within the reasonable judgment of the Broker-Dealer.

(g) The Broker-Dealer may report suspected clerical errors on the part of the Auction Agent at any time up to one hour after the time the Auction results are first provided to

the Broker-Dealer as set forth in paragraph (a) of the Settlement Procedures. If the Auction Agent confirms the existence of such an error prior to the final settlement of transfers with respect to such Auction at the Securities Depository, the Auction Agent shall correct the error and notify the Broker-Dealers of the corrected results. If a clerical error by the Auction Agent is discovered after such final settlement, the Auction Agent may make the change and post new results if the Auction Agent receives consent from all Broker-Dealers that participated in the Auction.

2.4 Notices.

(a) On each Auction Date, the Auction Agent shall notify the Broker-Dealer by Electronic Means of the results of the Auction as set forth in paragraph (a) of the Settlement Procedures. If requested by the Broker-Dealer, the Auction Agent shall as soon as practicable following any such request, notify the Broker-Dealer by Electronic Means of the disposition of all Orders submitted by the Broker-Dealer in the Auction held on such Auction Date.

(b) The Broker-Dealer shall notify each Existing Holder or Potential Holder on whose behalf the Broker-Dealer has submitted an Order as set forth in paragraph (b) of the Settlement Procedures and take such other action as is required of the Broker-Dealer pursuant to the Settlement Procedures.

(c) The Auction Agent shall deliver to the Broker-Dealer, after receipt, all notices and certificates which the Auction Agent is required to deliver to the Broker-Dealer pursuant to Section ___ of the Auction Agent Agreement at the times and in the manner set forth in the Auction Agent Agreement, except that, in the circumstances in which this Agreement permits delivery of notice by the Auction Agent by Electronic Means, the Auction Agent may deliver such notice by Electronic Means.

2.5 Broker-Dealer Fee to Be Paid to the Broker-Dealer.

(a) On each Interest Payment Date for the ARCs, the City shall pay to the Auction Agent, for the benefit of the Broker-Dealer, the fees determined as set forth in subsection 2.5(b) hereof, in arrears, as compensation for the services of the Broker-Dealer in facilitating Auctions for the benefit of the beneficial owners of the Bonds.

(b) On each Interest Payment Date for each Auction Period, the Auction Agent shall pay to the Broker-Dealer solely from funds the Auction Agent has received from the City or the Trustee pursuant to Section ___ of the ARCs Provisions for services rendered hereunder during the immediately preceding ARCs Interest Period (or longer period in the case of the initial period), an amount (the "Broker-Dealer Fee") equal to the product of (i) a fraction, the numerator of which is the actual number of days since the last fee payment (or, in the case of the initial period or any period in which the Bonds are not Outstanding as ARCs for the entire period, the actual number of days elapsed since the date of delivery of the ARCs or that the Bonds are Outstanding as ARCs during that period) and the denominator of which is 360, times (ii) the Broker-Dealer Fee Rate (as defined below) times (iii) the sum of (A) the aggregate principal amount of the ARCs placed by the Broker-Dealer in such Auction that were (1) the subject of Submitted Bids of Existing Holders submitted by the Broker-Dealer and continued to

be held as a result of such submission and (2) the subject of Submitted Bids of Potential Holders submitted by the Broker-Dealer and purchased as a result of such submission and (B) the aggregate principal amount of the ARCs subject to valid Hold Orders (determined in accordance with the ARCs Provisions) submitted to the Auction Agent by the Broker-Dealer and (C) the principal amount of the ARCs deemed to be subject to Hold Orders by Existing Holders pursuant to the ARCs Provisions that were acquired by such Existing Holders through the Broker-Dealer. For purposes of subclause (iii)(C) of the foregoing sentence, if any Existing Holder who acquired ARCs through [Name of Broker-Dealer] transfers those ARCs to another Person other than pursuant to an Auction, then the Broker-Dealer for the ARCs so transferred shall continue to be the Broker-Dealer; provided, however, that if the transfer was effected by, or if the transferee is, a Broker-Dealer other than the [Name of Broker-Dealer], then such Broker-Dealer shall be the Broker-Dealer for such ARCs. If for any reason an Auction is not held on an Auction Date, there shall be no Broker-Dealer Fee applicable with respect to such Auction Date. The Broker-Dealer Fee Rate shall be ___ of 1.00% (___ basis points) per annum. The Broker-Dealer Fee shall be calculated by the Auction Agent, which shall be conclusive absent manifest error.

2.6 Settlement.

(a) If any Existing Holder on whose behalf the Broker-Dealer has submitted a Bid or Sell Order for Tax-Exempt ARCs that was accepted in whole or in part fails to instruct its Participant to deliver the Tax-Exempt ARCs subject to such Bid or Sell Order against payment therefor, the Broker-Dealer shall instruct such Participant to deliver such Tax-Exempt ARCs against payment therefor, and the Broker-Dealer may deliver to the Potential Holder on whose behalf the Broker-Dealer submitted a Bid that was accepted in whole or in part, a principal amount of the Tax-Exempt ARCs that is less than the principal amount of the Tax-Exempt ARCs specified in such Bid to be purchased by such Potential Holder. Notwithstanding the foregoing terms of this Section 2.6, any delivery or non-delivery of Tax-Exempt ARCs which represents any departure from the results of an Auction, as determined by the Auction Agent, shall be of no effect unless and until the Auction Agent shall have been notified of such delivery or non-delivery in accordance with the terms of Section 2.3(c) hereof. The Auction Agent shall have no duty or liability with respect to monitoring or enforcement requirements of this subsection (a).

(b) Neither the Auction Agent, the Trustee, nor the City shall have any responsibility or liability with respect to the failure of an Existing Holder, a Potential Holder or its respective Participant or any of them to deliver Tax-Exempt ARCs or to pay for Tax-Exempt ARCs sold or purchased pursuant to the Auction Procedures or otherwise. The Auction Agent shall have no responsibility or liability for any adjustment to the fees paid pursuant to Section 2.5 hereof as a result of any failure described in this Section 2.6(b).

2.7 Adjustment in Percentages.

(a) The Broker-Dealer shall adjust the percentage used in determining the All-Hold Rate, if any such adjustment is necessary, in the judgment of the Broker-Dealer, to reflect any change in market condition. In making any such adjustment, the Broker-Dealer shall take the following factors, as in existence both before and after such change in market conditions, into account:

- (i) short-term taxable and tax-exempt market rates and indices of such short term rates;
- (ii) the market supply and demand for short term tax-exempt securities;
- (iii) yield curves for short-term and long-term tax-exempt securities or obligations having a credit rating that is comparable to the ARCs;
- (iv) general economic conditions; and
- (v) economic and financial factors present in the securities industry that may affect or that may be relevant to the ARCs.

(b) The Broker-Dealer shall effectuate an adjustment in the percentage used in determining the All-Hold Rate pursuant to Section 2.7(a) hereof by delivering to the City, the Trustee, and the Auction Agent at least 10 days prior to the Auction Date on which the Broker-Dealer desires to effect such change a Favorable Opinion of Bond Counsel and a certificate (i) authorizing the adjustment of the percentage used in determining the All-Hold Rate, which shall be specified in such certificate, and (ii) describing the changes in market conditions referred to in Section 2.7(a) hereof.

2.8 Changes in Auction Periods or Auction Dates.

(a) Changes in Auction Period or Periods.

(i) While any of the Bonds are Outstanding as ARCs, the Broker-Dealer:

(1) in order to conform with then current market practice with respect to similar securities, shall, or

(2) in order to accommodate economic and financial factors that may affect or be relevant to the length of the Auction Period and the interest rate borne by the ARCs and with the written consent of the City, may

change, from time to time, the length of one or more Auction Periods (an "Auction Period Adjustment"). The City shall not consent to such change in the length of the Auction Period, if such consent is required in subclause (i)(2) above, unless the City shall have received from the Broker-Dealer not less than three days nor more than 20 days prior to the effective date of such change a written request for consent together with a certificate demonstrating the need for change in reliance on such factors. The Broker-Dealer shall initiate the Auction Period Adjustment by giving written notice to the Auction Agent, the City, and the Depository at least 10 days prior to the Auction Date for such Auction Period.

(ii) Any such changed Auction Period shall not be less than seven days.

(iii) The Auction Period Adjustment shall not be allowed unless Sufficient Clearing Bids existed at both the Auction before the date on which the notice of the

proposed change was given as provided in this Section 2.8 and the Auction immediately preceding the proposed change.

(iv) The Auction Period Adjustment shall take effect only if (A) the Trustee receives, by 11:00 a.m. on the Business Day before the Auction Date for the first such revised Auction Period, a certificate from the Auction Agent, authorizing the Auction Period Adjustment specified in such certificate, including the Auction Agent's consent to such revised Auction Period and (B) Sufficient Clearing Bids exist at the Auction on the Auction Date for such first revised Auction Period. If the condition referred to in (A) above is not met, the Applicable Bonds Rate for the next Auction Period shall be determined pursuant to the Auction Procedures and the Auction Period shall be the Auction Period determined without reference to the proposed change. If the condition referred to in (A) is met but the condition referred to in (B) above is not met, the Applicable Bonds Rate for the next Auction Period shall be the Maximum Rate and the Auction Period shall be the Auction Period determined without reference to the proposed change. In connection with any Auction Period Adjustment, the Auction Agent shall provide such further notice to such parties as is specified in the Auction Agency Agreement. The Auction Agent's consent shall not be unreasonably withheld.

(v) If Auction Periods are changed as provided herein and if an Auction is scheduled to occur for the next Interest Period on a date that was reasonably expected to be a Business Day, but such Auction does not occur because such date is later not considered to be a Business Day, the Auction shall nevertheless be deemed to have occurred, and the Applicable Bonds Rate in effect for the next Auction Period will be the Auction Rate in effect for the preceding Auction Period and such Auction Period will generally be 7 days in duration, beginning on the calendar day following the date of the deemed Auction and ending on (and including) the applicable Auction Date (unless such Auction Date is not followed by a Business Day, in which case on the next succeeding Business Day). If the preceding Auction Period was other than generally 7 days in duration, the Auction Rate for the deemed Auction will instead be the rate of interest determined by the Auction Agent on equivalently rated auction securities with a comparable length of auction period.

(vi) If the Auction Period Adjustment is either (A) from an Auction Period of one year or less to an Auction Period of more than one year or (B) from an Auction Period of more than one year to an Auction Period of one year or less, the Auction Rate Adjustment shall not occur unless the Trustee and the City have been provided with a Favorable Opinion of Bond Counsel.

(b) Changes in the Auction Dates. While any of the Bonds are outstanding as ARCs, the Broker-Dealer:

(i) in order to conform with then current market practice with respect to similar securities, shall, or

(ii) in order to accommodate economic and financial factors that may affect or be relevant to the day of the week constituting an Auction Date and the interest rate borne

on the Tax-Exempt ARCs and, with the written consent of the City and the Auction Agent, which shall not be unreasonably withheld, may

specify an earlier Auction Date (but in no event more than five Business Days earlier) than the Auction Date that would otherwise be determined in accordance with the definition of "Auction Date" in Section 100 of the ARCs Provisions with respect to one or more specified Auction Periods. The City shall not consent to such change in the Auction Date, if such consent is required in subparagraph (b)(ii) above, unless the City shall have received from the Broker-Dealer not less than three days nor more than 20 days prior to the effective date of such change a written request for consent together with a certificate demonstrating the need for change in reliance on such factors. The Broker-Dealer shall initiate the change in Auction Date by giving written notice to the Auction Agent, the City, and the Depository at least 10 days prior to the proposed change in Auction Date.

(c) No change shall be made to the Auction Period or Auction Date unless the City shall give notice thereof to any rating agency then rating the Bonds, and no change shall be made unless such change will not adversely affect the ratings on the Bonds.

Section 3. The Auction Agent.

3.1 Duties and Responsibilities.

(a) The Auction Agent is acting solely as agent for the Trustee hereunder and owes no fiduciary duties to any other person by reason of this Agreement.

(b) The Auction Agent undertakes to perform such duties and only such duties of the Auction Agent as are specifically set forth in this Agreement.

(c) In the absence of bad faith or negligence on its part, the Auction Agent shall not be liable for any action taken, suffered or omitted or for any error of judgment made by it in the performance of its duties under this Agreement. The Auction Agent shall not be liable for any error of judgment made in good faith unless the Auction Agent shall have been negligent in ascertaining or failing to ascertain the pertinent facts. The Trustee shall not be liable for any action taken, suffered or omitted, or for any error of judgment made, by the Auction Agent.

3.2 Rights of the Auction Agent.

(a) The Auction Agent may conclusively rely and shall be protected in acting or refraining from acting upon any communication authorized by this Agreement and upon any written instruction, notice, request, direction, consent, report, certificate, share certificate or other instrument, paper or document reasonably believed by it to be genuine. The Auction Agent shall not be liable for acting upon any communication by Electronic Means authorized by this Agreement which the Auction Agent believes in good faith to have been given by the Trustee or by the Broker-Dealer. The Auction Agent may record telephone communications with the Broker-Dealer.

(b) The Auction Agent may consult with counsel of its own choice, and the advice of such counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder in good faith and in reliance thereon.

(c) The Auction Agent shall not be required to advance, expend or risk its own funds or otherwise incur or become exposed to financial liability in the performance of its duties hereunder.

(d) With the prior written consent of the City, the Auction Agent may perform its duties and exercise its rights hereunder either directly or by or through agents or attorneys and shall not be responsible for any willful misconduct or negligence on the part of any agent or attorney appointed by it with due care hereunder.

Section 4. Furnishing of Information and Offering Materials.

4.1 Furnishing of Information. The City agrees to furnish, or cause to be furnished, the Broker-Dealer with as many copies as the Broker-Dealer may reasonably request, of the Official Statement, as the same may be supplemented or amended from time to time, and such other information with respect to the City, the [Twenty-Third] Supplemental Indenture, and the Bonds as the Broker-Dealer shall reasonably request from time to time.

4.2 Supplements and Amendments to Official Statement. *if, at any time during the term of this Agreement, any event or condition known to the City relating to or affecting the City, the Bonds, the [Twenty-Third] Supplemental Indenture, or the documents or transactions contemplated thereby, shall occur which in the reasonable judgment of the City or the Broker-Dealer might affect the accuracy, correctness or completeness of any statement of a material fact contained in the Official Statement, as it shall be have been supplemented or amended from time to time pursuant to this Section or included in any report or notice filed by the City (each, a "Disclosure Statement") pursuant to the undertaking entered into by the City pursuant to the requirements of Rule 15c2-12 of the Securities and Exchange Commission (the "Continuing Disclosure Undertaking"), which in the reasonable judgment of the City or the Broker-Dealer might result in the Official Statement, as so supplemented or amended with the information furnished from time to time pursuant to this Section or by any Disclosure Statement filed by the City pursuant to the Continuing Disclosure Undertaking, containing any untrue, incorrect or misleading statement of a material fact or omitting to state a material fact necessary in order to make the statements contained therein, in light of the circumstances under which they were made, not misleading, (i) the City shall promptly notify the Broker-Dealer of the circumstances and details of such event, (ii) if, in the opinion of the Broker-Dealer, such event or condition requires the preparation and publication of an amendment or supplement to the Official Statement, the City at its expense will promptly prepare or cause to be prepared an appropriate amendment or supplement thereto, in a form and manner approved by the Broker-Dealer, so that the statements in the Official Statement, as so amended or supplemented with the information furnished from time to time pursuant to this Section or by any Disclosure Statement filed by the City pursuant to the Continuing Disclosure Undertaking, will not contain any untrue, incorrect or misleading statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein, in light of the circumstances under which they were made, not*

misleading, and (iii) the City shall take all necessary action to approve such supplement or amendment.

4.3 Additional Information. Without limiting the foregoing, the City shall notify the Broker-Dealer of:

- (a) any adverse change, or threatened adverse change, in the federal income tax treatment of the Bonds, of which the City shall have knowledge;
- (b) any replacement of the Trustee under the [Twenty-Third] Supplemental Indenture;
- (c) any Event of Default under the [Twenty-Third] Supplemental Indenture, provided such Event of Default relates to the City, or any other default which, with notice or lapse of time or both, would constitute such an Event of Default;
- (d) the publication of notice of redemption or purchase of the Bonds, together with a copy of such notice (which notice shall be provided to the Broker-Dealer no later than the date of publication of such notice); and
- (e) the occurrence of any of the following events with respect to the Bonds:
 - (i) principal and interest payment delinquencies; (ii) non-payment related defaults; (iii) unscheduled draws on debt service reserves; (iv) unscheduled draws on credit enhancements; (v) substitution of credit provider or liquidity provider, or their failure to perform; (vi) adverse tax opinions or events affecting the tax-exempt status of the Bonds; (vii) modifications to rights of security holders; (viii) bond calls; (ix) defeasances; (x) release, substitution, or sale of property securing repayment of the securities; (xi) rating changes; and (xii) failure of the City to provide "annual financial information" in accordance with Rule 15c2-12(b)(5)(i)(D) under the Securities Exchange Act.

Section 5. Miscellaneous.

5.1 Termination. Any party may terminate this Agreement at any time upon thirty (30) days' prior notice to the other party. In addition, the Broker-Dealer may terminate this Agreement at any time if an event similar to those permitting termination under the bond purchase agreement shall have occurred.

5.2 Participant. The Broker-Dealer is, and shall remain for the term of this Agreement, a member of, or participant in, the Securities Depository (or an affiliate of such a member or participant).

5.3 Communications. Except for (i) communications authorized to be made by telephone pursuant to this Agreement or the Auction Procedures and (ii) communications in connection with the Auctions (other than those expressly required to be in writing), all notices, requests and other communications to any party hereunder shall be in writing (including facsimile or similar writing) and shall be given to such party, addressed to it, at its address or facsimile number set forth below:

5.4 Entire Agreement. This Agreement contains the entire agreement between the parties relating to the subject matter hereof, and there are no other representations, endorsements, promises, agreements or understandings, oral, written or inferred, between the parties relating to the subject matter hereof.

5.5 Benefits. Nothing in this Agreement, express or implied, shall give to any person, other than the Auction Agent, the Trustee, [the Bond Insurer,] the Broker-Dealer and the City and their respective successors and assigns, any benefit of any legal or equitable right, remedy or claim under this Agreement.

5.6 Amendment; Waiver.

(a) This Agreement shall not be deemed or construed to be modified, amended, rescinded, canceled or waived, in whole or in part, except, with the prior written consents of the City [and the Bond Insurer], by a written instrument signed by the duly authorized representatives of the parties hereto.

(b) Failure of either party to this Agreement to exercise any right or remedy hereunder in the event of a breach of this Agreement by the other party shall not constitute a waiver of any such right or remedy with respect to any subsequent breach.

(c) The parties to this Agreement agree to amend this Agreement to the extent necessary to: (i) comply with the "Best Practices for Broker-Dealers of Auction Rate Securities" of The Bond Market Association, or any successor thereto and (ii) comply with the requirements of EuroClear, if the EuroClear system of settlement is adopted by the Broker-Dealer.

5.7 Successors and Assigns. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the respective successors and permitted assigns of each of the Broker-Dealer and the Auction Agent. [The Bond Insurer is a third-party beneficiary of this Agreement.]

5.8 Severability. If any clause, provision or section of this Agreement shall be ruled invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such clause, provision or section shall not affect any remaining clause, provision or section hereof.

5.9 Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of _____ applicable to agreements made and to be performed within the State of _____.

If to the Broker-Dealer, addressed:

Attention: _____
Telephone: _____
Facsimile: _____

If to the Auction Agent, addressed:

Attention: _____
Telephone: _____
Facsimile: _____

If to the Trustee, addressed:

LASALLE BANK, NATIONAL ASSOCIATION

Attention: _____
Telephone: _____
Facsimile: _____

If to the City, addressed:

CITY OF CHICAGO

Chicago, Illinois 606____

Attention: _____
Telephone: _____
Facsimile: _____

or such other address or facsimile number as such party may hereafter specify for such purpose by notice to the other party. Each such notice, request or communication shall be effective when delivered at the address specified herein. Communications shall be given on behalf of the Broker-Dealer by a Broker-Dealer Authorized Officer and on behalf of the Auction Agent by an Authorized Officer. The Broker-Dealer may record telephone communications with the Auction Agent.

Any communication to or by the Trustee pursuant to this Agreement shall be similarly and simultaneously copied or repeated to the City.

IN WITNESS WHEREOF, the parties hereto have caused this Broker-Dealer Agreement to be duly executed and delivered by their proper and duly authorized officers as of the date first above written.

CITY OF CHICAGO,
as Issuer

By: _____
Name: _____
Title: _____

[SEAL]

Attest:

[NAME OF AUCTION AGENT],
as Auction Agent

By: _____
Name: _____
Title: _____

[NAME OF BROKER-DEALER],
as Broker-Dealer

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

(Sub)Exhibits "A", " B" and "C" referred to in this Broker-Dealer Agreement read as follows:

(Sub)Exhibit "A".
(To Broker-Dealer Agreement)

Settlement Procedures.

Capitalized terms used and not defined herein shall have the meanings ascribed to such terms in or pursuant to the Auction Agent Agreement and the [Twenty-Third] Supplemental Indenture including Appendix A thereto.

(a) Not later than 3:00 P.M., New York City time, on each Auction Date, the Auction Agent shall notify by Electronic Means each Broker-Dealer that participated in the Auction held on such Auction Date and submitted an Order on behalf of an Existing Holder or Potential Holder of:

(i) the Auction Rate fixed for the next Auction Period;

(ii) whether there were Sufficient Clearing Bids in such Auction;

(iii) if such Broker-Dealer (a "Seller's Broker-Dealer") submitted a Bid or a Sell Order on behalf of an Existing Holder, whether such Bid or Sell Order was accepted or rejected, in whole or in part, and the principal amount of Tax-Exempt ARCs, if any, to be sold by such Existing Holder;

(iv) if such Broker-Dealer (a "Buyer's Broker-Dealer") submitted a Bid on behalf of a Potential Holder, whether such Bid was accepted or rejected, in whole or in part, and the principal amount of Tax-Exempt ARCs, if any, to be purchased by such Potential Holder;

(v) if the aggregate amount of Tax-Exempt ARCs to be sold by all Existing Holders on whose behalf such Broker-Dealer submitted a Bid or a Sell Order exceeds the aggregate principal amount of Tax-Exempt ARCs to be purchased by all Potential Holders on whose behalf such Broker-Dealer submitted a Bid, the name or names of one or more Buyer's Broker-Dealers (and the name of the Participant, if any, of each such Buyer's Broker-Dealer) acting for one or more purchasers of such excess principal amount of Tax-Exempt ARCs and the principal amount of Tax-Exempt ARCs to be purchased from one or more Existing Holders on whose behalf such Broker-Dealer acted by one or more Potential Holders on whose behalf each of such Buyer's Broker-Dealers acted;

(vi) if the principal amount of Tax-Exempt ARCs to be purchased by all Potential Holders on whose behalf such Broker-Dealer submitted a Bid exceeds the amount of Tax-Exempt ARCs to be sold by all Existing Holders on whose behalf such

Broker-Dealer submitted a Bid or a Sell Order, the name or names of one or more Seller's Broker-Dealers (and the name of the Participant, if any, of each such Seller's Broker-Dealer) acting for one or more sellers of such excess principal amount of Tax-Exempt ARCs and the principal amount of Tax-Exempt ARCs to be sold to one or more Potential Holders on whose behalf such Broker-Dealer acted by one or more Existing Holders on whose behalf each of such Seller's Broker-Dealers acted; and

(vii) the Auction Date for the next succeeding Auction.

(b) On each Auction Date, each Broker-Dealer that submitted an Order on behalf of any Existing Holder or Potential Holder shall:

(i) advise each Existing Holder and Potential Holder on whose behalf such Broker-Dealer submitted a Bid or Sell Order in the Auction on such Auction Date whether such Bid or Sell Order was accepted or rejected, in whole or in part;

(ii) in the case of a Broker-Dealer that is a Buyer's Broker-Dealer, advise each Potential Holder on whose behalf such Broker-Dealer submitted a Bid that was accepted, in whole or in part, to instruct such Potential Holder's Participant to pay to such Broker-Dealer (or its Participant) through the Securities Depository the amount necessary to purchase the principal amount of Tax-Exempt ARCs to be purchased pursuant to such Bid against receipt of such Tax-Exempt ARCs;

(iii) in the case of a Broker-Dealer that is a Seller's Broker-Dealer, instruct each Existing Holder on whose behalf such Broker-Dealer submitted a Sell Order that was accepted, in whole or in part, or a Bid that was accepted, in whole or in part, to instruct such Existing Holder's Participant to deliver to such Broker-Dealer (or its Participant) through the Securities Depository the principal amount of Tax-Exempt ARCs to be sold pursuant to such Order against payment therefor;

(iv) advise each Existing Holder on whose behalf such Broker-Dealer submitted an Order and each Potential Holder on whose behalf such Broker-Dealer submitted a Bid of the Auction Rate for the next Auction Period;

(v) advise each Existing Holder on whose behalf such Broker-Dealer submitted an Order of the next Auction Date; and

(vi) advise each Potential Holder on whose behalf such Broker-Dealer submitted a Bid that was accepted, in whole or in part, of the next Auction Date.

(c) On the basis of the information provided to it pursuant to paragraph (a) above, each Broker-Dealer that submitted a Bid or Sell Order in an Auction is required to allocate any funds received by it in connection with such Auction pursuant to

paragraph (b)(ii) above, and any Tax-Exempt ARCs received by it in connection with such Auction pursuant to paragraph (b)(iii) above among the Potential Holders, if any, on whose behalf such Broker-Dealer submitted Bids, the Existing Holders, if any on whose behalf such Broker-Dealer submitted Bids or Sell Orders in such Auction, and any Broker-Dealers identified to it by the Auction Agent following such Auction pursuant to paragraph (a)(v) or (a)(vi) above.

(d) On each Auction Date:

(i) each Potential Holder and Existing Holder with an Order in the Auction on such Auction Date shall instruct its Participant as provided in (b)(ii) or (b)(iii) above, as the case may be;

(ii) each Seller's Broker-Dealer that is not a Participant of the Securities Depository shall instruct its Participant to (A) pay through the Securities Depository to the Participant of the Existing Holder delivering Tax-Exempt ABCs to such Broker-Dealer following such Auction pursuant to (b)(iii) above the amount necessary to purchase such Tax-Exempt ARCs against receipt of such Tax-Exempt ARCs, and (B) deliver such Tax-Exempt ARCs through the Securities Depository to a Buyer's Broker-Dealer (or its Participant) identified to such Seller's Broker-Dealer pursuant to (a)(v) above against payment therefor, and

(iii) each Buyer's Broker-Dealer that is not a Participant in the Securities Depository shall instruct its Participant to (A) pay through the Securities Depository to the Seller's Broker-Dealer (or its Participant) identified following such Auction pursuant to (a)(vi) above the amount necessary to purchase the Tax-Exempt ARCs to be purchased pursuant to (b)(ii) above against receipt of such Tax-Exempt ARCs, and (B) deliver such Tax-Exempt ARCs through the Securities Depository to the Participant of the purchaser thereof against payment therefor.

(e) On the Business Day following each Auction Date:

(i) each Participant for a Bidder in the Auction on such Auction Date referred to in (d)(i) above shall instruct the Securities Depository to execute the transactions described under (b)(ii) or (b)(iii) above for such Auction, and the Securities Depository shall execute such transactions;

(ii) each Seller's Broker-Dealer or its Participant shall instruct the Securities Depository to execute the transactions described in (d)(ii) above for such Auction, and the Securities Depository shall execute such transactions; and

(iii) each Buyer's Broker-Dealer or its Participant shall instruct the Securities Depository to execute the transactions described in (d)(iii) above for such Auction, and the Securities Depository shall execute such transactions.

(f) If an Existing Holder selling Tax-Exempt ARCs in an Auction fails to deliver such Tax-Exempt ARCs (by authorized book-entry), a Broker-Dealer may deliver to the Potential Holder on behalf of which it submitted a Bid that was accepted a principal amount of Tax-Exempt ARCs that is less than the principal amount of Tax-Exempt ARCs that otherwise was to be purchased by such Potential Holder (but only in Authorized Denominations). In such event, the principal amount of Tax-Exempt ARCs to be so delivered shall be determined solely by such Broker-Dealer. Delivery of such lesser principal amount of Tax-Exempt ARCs shall constitute good delivery. Notwithstanding the foregoing terms of this paragraph (f), any delivery or nondelivery of Tax-Exempt ARCs which shall represent any departure from the results of an Auction, as determined by the Auction Agent, shall be of no effect unless and until the Auction Agent shall have been notified of such delivery or nondelivery in accordance with the provisions of the Auction Agent Agreement and the Broker-Dealer Agreements.

(Sub)Exhibit "B".
(To Broker-Dealer Agreement)

Notice Of Transfer.

(To be used only for transfers made other than pursuant to an Auction)

City Of Chicago
Chicago O'Hare International Airport
General Airport Third Lien Revenue Refunding Bonds,
Series 2006.

We are (check one)

- _____ the Existing Holder named below; or
- _____ the Broker-Dealer for such Existing Holder; or
- _____ the Participant for such Existing Holder.

We hereby notify you that such Existing Holder has transferred \$ _____
(must be in units of \$25,000) of Tax-Exempt ARCs to _____

(Name of Existing Holder)

Name of Broker-Dealer)

(Name of Participant)

By: _____

Name: _____

Title: _____

(Sub)Exhibit "C".
(To Broker-Dealer Agreement)

Notice Of Failure To Deliver.
(To be used only for failure to deliver Tax-Exempt ARCs
sold pursuant to an Auction)

City Of Chicago
Chicago O'Hare International Airport
General Airport Third Lien Revenue Refunding Bonds,
Series 2006__.

We are (check one)

_____ A Broker-Dealer for _____ (the "Purchaser"), which purchased
\$ _____ (must be in units of \$25,000) of the Tax-Exempt
ARCs in the Auction held on _____ from the sale of such
Tax-Exempt ARCs.

_____ A Broker-Dealer for _____ (the "Seller"), which sold
\$ _____ (must be in units of \$25,000) of the Tax-Exempt
ARCs in the Auction held on _____.

We hereby notify you that (check one)

_____ The Seller failed to deliver such Tax-Exempt ARCs to the Purchaser.

_____ The Purchaser failed to make payment to the Seller upon delivery of such Tax-Exempt ARCs.

(Name of Broker-Dealer)

(Name of Participant)

By: _____

Name: _____

Title: _____

*Exhibit "G".
(To Ordinance)*

Market Agent Agreement

Between

As Market Agent

And

Lasalle Bank, National Association, As Trustee

Dated As Of _____, 2006

Relating To

\$ _____

*City Of Chicago
Chicago O'Hare International Airport
General Airport Third Lien Revenue Refunding Bonds,
Series 2006.*

This Market Agent Agreement, dated as of _____, 2006 (this

"Agreement"), by and between Lasalle Bank, National Association, a national banking association, as trustee (the "Trustee") under the Indenture (hereinafter defined), and _____, a _____ corporation (in its role as market agent hereunder, the "Market Agent").

Whereas, The City of Chicago (the "City") proposes to issue \$ _____ aggregate principal amount of its Chicago O'Hare International Airport General Airport Third Lien Revenue Refunding Bonds, Series 2006__ (the "Bonds") under the provisions of a Master Indenture of Trust Securing Chicago O'Hare International Airport Third Lien Obligations, dated as of March 1, 2002 (as previously supplemented and amended, the "Indenture") and as further supplemented by a [Twenty-Third] Supplemental Indenture dated as of _____ 2006 (the "[Twenty-Third] Supplemental Indenture") between the City and the Trustee and an Ordinance (the "Ordinance"), adopted by the City Council of the City on _____, 2006. The Trustee is entering into this Agreement as agent for the Beneficial Owners of the Bonds pursuant to the [Twenty-Third] Supplemental Indenture.

Now, Therefore, In consideration of the premises and the mutual covenants contained herein, the adequacy and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Trustee and the Market Agent agree as follows:

Section 1. Definitions.

Capitalized terms used herein and not otherwise defined shall have the respective meanings ascribed to such terms in or pursuant to the [Twenty-Third] Supplemental Indenture, including [(Sub)Exhibit A] [(Sub)Exhibit B for Taxable ARCs] attached thereto.

Section 2. Appointment Of Market Agent.

The Trustee, at the direction of the City, hereby appoints _____, as Market Agent with respect to the Tax-Exempt ARCs to be executed and delivered pursuant to the [Twenty-Third] Supplemental Indenture. UBS Financial Services Inc. hereby accepts such appointment for the purpose of determining [for Tax-Exempt ARCs, the Kenny Index and adjusting the percentage used in determining the All-Hold Rate, the Applicable Percentage used in determining the Maximum Rate and the percentage of the Kenny Index used in determining the Default Rate if any such adjustment is necessary to reflect any Change of Preference Law, such that Tax-Exempt ARCs paying the Maximum Rate, Tax-Exempt ARCS paying the All-Hold Rate and Tax-Exempt ARCs paying the Default Rate shall, in each case, have substantially equal market values before and after such Change of Preference Law, all upon the terms and conditions set forth herein] [for Taxable ARCs, the All-Hold Rate, the Maximum Rate, the LIBOR-Based Rate and the Default Rate].

Section 3. Determination Of The Kenny Index. [Delete For Taxable ARCs]

(a) On the Business Day immediately preceding the first (1st) day of each Auction Period, other than an Auction Period commencing after (i) the occurrence and during the continuance of an Event of Default under Section 901(a) or (b) of the Indenture (a "Payment Default") or (ii) ownership of the Tax-Exempt ARCs is no longer maintained in book-entry form by the Securities Depository, the Market Agent shall determine the Kenny Index. Not later than 9:30 A.M., New York City time, on such Business Day, the Market Agent shall notify the Auction Agent by telephone of the Kenny Index so determined.

(b) On the first (1st) day of each Auction Period commencing after (i) the occurrence of a Payment Default or (ii) ownership of the Tax-Exempt ARCs is no longer maintained in book-entry form by the Securities Depository, to and including the Interest Rate Period, if any, during which (x) such Payment Default is cured in accordance with the [Twenty-Third] Supplemental Indenture or (y) ownership of the Tax-Exempt ARCs becomes maintained in book-entry form by a Securities Depository, as the case may be, the Market Agent shall determine the Kenny Index. Not later than 9:30 A.M., New York City time, on such day, the Market Agent shall notify the Trustee by telephone (promptly confirmed in writing) of the Kenny Index so determined.

Section 4. Changes In Percentages Used To Determine The Maximum Rate, The All-Hold Rate And The Default Rate. [Delete For Taxable ARCs]

The Market Agent agrees that it will comply with the provisions set forth in Section 110 of (Sub)Exhibit A to the [Twenty-Third] Supplemental Indenture with respect to its duties as Market Agent in connection with adjusting the percentage used in determining the All-Hold Rate, the Applicable Percentage used in determining the Maximum Rate and the percentage of the Kenny Index used in determining the Default Rate, including the preparation and delivery of such notices at the times and containing such information as referred to therein. Any notices delivered in writing pursuant to this Section 4 shall be substantially in the form of (Sub)Exhibit A or (Sub)Exhibit B hereto, as the case may be.

Section 5. Other Duties.

The Market Agent agrees to perform the other duties of the Market Agent set forth in the [Twenty-Third] Supplemental Indenture.

Section 6. Fees.

The Market Agent agrees that it will receive no fees for its services as Market Agent under this Agreement.

Section 7. Rights And Liabilities Of The Market Agent.

(a) The Market Agent shall incur no liability for, or in respect of, any action taken or omitted to be taken, or suffered by it in reliance upon the [Twenty-Third] Supplemental Indenture, any Tax-Exempt ARCs, written instruction, notice, request, direction, certificate, consent, report, affidavit, statement, order or other instrument, paper, document or communication reasonably believed by it in good faith to be genuine and on which it reasonably believed it is entitled to rely. Any order, certificate, affidavit, instruction, notice, request, direction, statement or other document from the Trustee or given by it and sent, delivered or directed to the Market Agent under, pursuant to, or as permitted by, any provision of this Agreement shall be sufficient for purposes of this Agreement if such document is in writing and signed by any officer of the Trustee. In the absence of bad faith or negligence on its part, neither the Market Agent nor its officers or employees shall be liable for any action taken, suffered or omitted or for any error of judgment made in the performance of its duties under this Agreement. The Trustee shall not be liable for any action taken, suffered or omitted, or for any error of judgment made, by the Market Agent. The Market Agent shall not be liable for any error of judgment made in good faith unless the Market Agent shall have been negligent in ascertaining (or failing to ascertain) the pertinent facts. No party shall be liable for any default resulting from force majeure, which shall be deemed to include any circumstances beyond the reasonable control of the party affected. No action, regardless of form, arising out of or pertaining to the role of the Market Agent hereunder may be brought by any party hereto or beneficiary hereof more than twelve (12) months after the alleged negligence or bad faith.

(b) In acting under this Agreement, and in connection with the Tax-Exempt ARCS, the Market Agent (at the direction of the City) is acting solely as agent of the Trustee and does not assume any obligation or relationship of agency or trust for or with any of the Beneficial Owners of the Tax-Exempt ARCs.

(c) The Market Agent may consult with counsel satisfactory to it, and the advice of such counsel shall be full and complete authorization and protection in respect of any action taken or omitted to be taken or suffered by it hereunder in good faith and in accordance with the advice of such counsel.

(d) The Market Agent, its directors, officers and employees may become the owner of, or acquire an interest in, any Tax-Exempt ARCs, with the same rights that such Market Agent, director, officer or employee would have if the Market Agent were not Market Agent hereunder, and the Market Agent, its directors, officers and employees may engage or be interested in any financial or other transaction with the City and may act on, or as depository, paying agent or agent for, any committee or body of holders of Tax-Exempt ARCs or other obligations of the City as freely as if the Market Agent were not the Market Agent hereunder.

(e) The Market Agent shall not incur any liability with respect to the validity of any of the Tax-Exempt ARCs.

Section 8. Duties Of The Market Agent.

The Market Agent shall be obligated only to perform such duties as are specifically set forth herein and no other duties or obligations on the part of the Market Agent, in its capacity as such, shall be implied by this Agreement.

Section 9. Termination.

This Agreement shall terminate upon the final payment on account of the Tax-Exempt ARCs. The Market Agent may resign and may be discharged as provided in Section 112 of [(Sub)Exhibit A] [(Sub)Exhibit B for Taxable ARCs] to the [Twenty-Third] Supplemental Indenture.

Section 10. Communications.

Except for communications authorized by this Agreement to be made by telephone, all notices, requests and other communications to the City, the Market Agent, the Auction Agent or the Trustee shall be in writing (including facsimile or similar writing the receipt of which by the addressee shall be promptly confirmed telephonically by the sender) and shall be given to such entity, addressed to it, at its address or facsimile number set forth below:

If To The Market Agent, addressed: _____

Attention: _____

Telephone: _____

Facsimile: _____

If To The Auction Agent, addressed:

Attention: _____

Telephone: _____

Facsimile: _____

If To The Trustee, addressed:

LaSalle Bank, National Association

Attention: _____

Telephone: _____

Facsimile: _____

If To The City, addressed:

City of Chicago

Chicago, Illinois 606____

Attention: _____

Telephone: _____

Facsimile: _____

Each entity listed above may change the address for service of notice upon it by a notice in writing to the other entities named above. Each such notice, request or communication shall be effective when delivered at the address specified herein.

The Market Agent may rely upon, and is authorized to honor, any telephonic requests or directions which the Market Agent reasonably believes in good faith to emanate from an authorized representative of the Trustee. Any telephonic request or direction to the Market Agent shall promptly be confirmed in writing; provided, however, that failure to receive any such notice shall not affect the authority of the Market Agent to rely and act upon such request or direction.

Any communication by the Market Agent or the Trustee pursuant to this Agreement shall be similarly and simultaneously copied or repeated to the City.

Section 11. Miscellaneous.

(a) This Agreement contains the entire agreement between the parties relating to the subject matter hereof, and there are no other representations, endorsements, promises, agreements or understandings, oral, written or inferred, between the parties relating to the subject matter hereof.

(b) The terms of this Agreement as set forth herein shall not be waived, altered, modified, amended or supplemented in any manner whatsoever except by written instrument signed by the parties hereto and the Bond Insurer.

(c) This Agreement shall be binding upon, and inure to the benefit of, the Trustee, as agent for the Beneficial Owners of the Tax-Exempt ARCs, and the Market Agent and their respective successors and assigns. The City and the Bond Insurer are third-party beneficiaries of this Agreement.

(d) If any clause, provision or section hereof shall be ruled invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections hereof.

(e) This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

(f) This Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to agreements executed and performed within the State of New York.

(g) This Agreement shall become effective on the date of initial delivery of the Tax-Exempt ARCs.

(h) All privileges, rights and immunities given to the Trustee in the Indenture are hereby extended to and applicable to the Trustee's obligations hereunder. The Trustee makes no representation as to the adequacy of this Agreement.

In Witness Whereof, The parties hereto have caused this Market Agent Agreement to be duly executed and delivered by their respective proper and duly authorized officers as of the date first above written.

[Name of Market Agent],
as Market Agent

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

LaSalle Bank, National Association,
as Trustee

By: _____

Name: _____

Title: _____

(Sub)Exhibits "A" and "B" referred to in this Market Agent Agreement read as follows:

(Sub)Exhibit "A".
(To Market Agent Agreement)

Notice Of Proposed Percentage Change.

[Delete For Taxable ARCs]

[The Market Agent shall deliver this notice by 11:00 A.M., New York City time,
on the Business Day immediately preceding the Auction Date on Which
such changes shall be effective, by telex, telecopy or similar means.]

City Of Chicago
Chicago O'Hare International Airport
General Airport Third Lien Revenue Refunding Bonds,
Series 2006 __.

Notice Is Hereby Given To LaSalle Bank, National Association, as Trustee (the "Trustee") under the hereinafter described Indenture, and _____, as Auction Agent, that _____, as Market Agent for the above-captioned issue, proposes to change the Applicable Percentage used to determine the Maximum Rate and the All-Hold Rate to reflect a Change of Preference Law and the percentage of the Kenny Index used in determining the Default Rate in accordance with a [Twenty-Third] Supplemental Indenture dated as of _____, 2006 (the "[Twenty-Third] Supplemental Indenture") between the City of Chicago (the "City") and the Trustee supplementing a Master Indenture of Trust Securing Chicago O'Hare International Airport Third Lien Obligations, dated as of March 1, 2002 (as previously supplemented and amended, the "Indenture"), between the City and the Trustee. Assuming the conditions set forth in the [Twenty-Third] Supplemental Indenture are met, such change will be effective on _____ (the "Effective Date").

[Insert a description of the changes in the All-Hold Rate, the Applicable Percentages used to determine the Maximum Rate and the percentage of the Kenny Index used to determine the Default Rate, as the case may be.]

The Market Agent hereby confirms that Bond Counsel expects to be able to render its opinion on or prior to the Effective Date to the effect that the adjustment in the percentage used to determine the All-Hold Rate, the Applicable Percentages used to determine the Maximum Rate and the percentage of the Kenny Index used to determine the Default Rate is authorized or permitted by the [Twenty-Third] Supplemental Indenture and will not have an adverse effect on the exclusion of interest on the Tax-Exempt ARCs from gross income for federal income tax purposes.

If any of the opinion of Bond Counsel referred to in the foregoing paragraph is not rendered on or prior to the Effective Date, the existing percentages used to determine the [_____] shall remain in effect and the Applicable Bonds Rate for the next succeeding Auction Period shall equal the sum of the Maximum Rate on the Effective Date and the Broker-Dealer Fee.

Capitalized terms used but not defined herein, shall have the meanings ascribed to them in or pursuant to the [Twenty-Third] Supplemental Indenture and (Sub)Exhibit A attached thereto.

Dated _____, _____

[Name of Market Agent],
as Market Agent

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

(Sub)Exhibit "B".
(To Market Agent Agreement)

Notice Of Percentage Change.

[Delete For Taxable ARCs]

City Of Chicago
Chicago O'Hare International Airport
General Airport Third Lien Revenue Refunding Bonds,
Series 2006__.

Notice Is Hereby Given To LaSalle Bank, National Association, as Trustee (the "Trustee") under the hereinafter described Indenture, and _____, as Auction Agent, that _____, as Market Agent for the ARCs identified above, hereby authorized a change, effective as of the date hereof, in the Applicable Percentage used to determine the Maximum Rate and the All-Hold Rate to reflect a Change of Preference Law and the percentage of the Kenny Index used in determining the Default Rate in accordance with a [Twenty-Third] Supplemental

Indenture dated as of _____, 2006 (the "[Twenty-Third] Supplemental Indenture") between the City of Chicago (the "City") and the Trustee supplementing a Master Indenture of Trust Securing Chicago O'Hare International Airport Third Lien Obligations, dated as of March 1, 2002 (as previously supplemented and amended, the "Indenture"), between the City and the Trustee.

[Insert a description of the changes in the All-Hold Rate, the Applicable Percentages used to determine the Maximum Rate and the percentage of the Kenny Index used to determine the Default Rate, as the case may be.]

The Market Agent also confirms that Bond Counsel has delivered its opinion, dated the date hereof, to the effect that the adjustment in the percentage used to determine the All-Hold Rate, the Applicable Percentages used to determine the Maximum Rate and the percentage of the Kenny Index used to determine the Default Rate is authorized or permitted by the [Twenty-Third] Supplemental Indenture and will not have an adverse effect on the exclusion of interest on the Tax-Exempt ARCs from gross income for federal income tax purposes.

Capitalized terms used but not defined herein, shall have the meanings ascribed to them in or pursuant to the [Twenty-Third] Supplemental Indenture and (Sub)Exhibit A attached thereto.

Dated _____, _____

[Name of Market Agent],
as Market Agent

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

DECLARATION OF INTENT FOR ISSUANCE OF CITY OF
CHICAGO GENERAL OBLIGATION-BACKED TAX
INCREMENT FINANCING BONDS.

The Committee on Finance submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing to evidence the city's intent to issue City of Chicago General Obligation Bonds, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schuller, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") anticipates issuing its general obligation bonds, in one or more series, for the purpose of financing capital costs with respect to the acquisition, construction, rehabilitation and equipping of various public elementary schools, high schools and community colleges within the boundaries of the City (collectively, the "Project"); and

WHEREAS, Such general obligation bonds will be issued pursuant to one or more ordinances adopted by the City Council on one or more future dates; and

WHEREAS, The United States Department of the Treasury has promulgated final regulations that, among other things, impose certain requirements on the City in connection with the reimbursement of the City, The Board of Education of the City of Chicago (the "Board") or The Board of Trustees of Community College District Number 508, County of Cook, State of Illinois (the "Trustees") from the proceeds of tax-exempt debt for expenditures made for capital improvements, such as the Project; now, therefore,

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

SECTION 1. The sole purpose of this ordinance is to serve as a declaration of official intent so as to satisfy the "official intent requirement" of Treasury Regulation Section 1.150-2.

SECTION 2. The City has determined, and the City has been advised by the Board and the Trustees that they have determined, to undertake certain capital improvements with respect to the Project. The City anticipates that monies, other than the proceeds of any outstanding debt of the City, will be expended by the City, and the City has been advised by the Board and the Trustees that such monies will be expended by the Board and the Trustees, with respect to such capital improvements.

SECTION 3. The City reasonably expects, and the City has been advised by the Board and the Trustees that they reasonably expect, to be reimbursed for such expenditures with proceeds of the City's general obligation bonds. The maximum principal amount of general obligation bonds expected to be issued for the reimbursement of such expenditures is Five Hundred Million Dollars (\$500,000,000).

SECTION 4. No funds from sources other than the debt referred to in Section 3 are, or are expected to be, reserved, allocated on a long-term basis, or otherwise set aside by the City or any entity controlled by the City pursuant to their budget or financial policies with respect to the expenditures mentioned in Section 2. This declaration of official intent is consistent with the budgetary and financial circumstances of the City.

SECTION 5. A copy of this ordinance shall be filed immediately in the office of the City Clerk or Deputy City Clerk and shall be made available for public inspection in the manner required by law.

SECTION 6. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 7. This ordinance shall be operative, effective and valid upon its adoption and approval.

AUTHORIZATION FOR ISSUANCE OF CITY OF CHICAGO
WASTEWATER TRANSMISSION REVENUE BONDS,
PROJECT AND REFUNDING SERIES 2006 AND
WASTEWATER TRANSMISSION REVENUE
REFUNDING BONDS, SERIES 2007.

The Committee on Finance submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the issuance of City of Chicago Wastewater Transmission Revenue Bonds, Project and Refunding Series 2006B and Wastewater Transmission Revenue Refunding Bonds, Series 2007, amount of bonds not to exceed \$175,000,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

Article I.

Authority And Findings.

SECTION 1.1 Authority. This ordinance is adopted pursuant to Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois (the "Constitution"). This Ordinance authorizes the issuance of 2006 Bonds and 2007 Bonds as follows: (i) Article II of this Ordinance describes the Sewer Revenue Fund and Accounts, (ii) Article III of this Ordinance authorizes the issuance, from time to time, of 2006 Bonds in one or more series, in such principal amounts, entitled to such lien designation and with such terms, and authorizes the issuance of 2007 Bonds pursuant to a Forward Purchase Agreement, entitled to such lien designation and with such terms, in each case in accordance with the provisions set forth in Article III and, with respect to the 2006 Bonds, in the 2006 Bonds Indenture approved in Article III, and, with respect to the 2007 Bonds in the 2007 Bonds Indenture defined below, (iii) Article IV of this ordinance describes the application of proceeds of the 2006 and the 2007 Bonds and (iv) Article V of this Ordinance sets forth general provisions applicable to the 2006 Bonds or 2007 Bonds.

SECTION 1.2 Findings. It Is Found And Declared As Follows:

(a) The City is a duly constituted and existing municipality within the meaning of Section 1 of Article VII of the Constitution and is a "home rule unit" under Section 6(a) of Article VII of the Constitution.

(b) The City has constructed and is maintaining and operating the Sewer System to meet the needs of the City's inhabitants and other users of the Sewer System. The Sewer System is operated under the supervision and control of the Department of Water Management of the City.

(c) The City has issued (i) the Outstanding Series 1993 Senior Lien Bonds, the Outstanding Series 1995 Senior Lien Bonds and the Outstanding Series 1998 Senior Lien Bonds (collectively, the "Outstanding Senior Lien Bonds") with a claim for payment solely from the Net Revenues Available for Bonds of the Sewer System, (ii) the Outstanding Series 1998 Second Lien Bonds, the Outstanding Series 2000 Second Lien Bonds, the Outstanding Series 2001 Second Lien Bonds, the Outstanding Series 2001A Second Lien Bonds and the Outstanding Series 2003 Second Lien Bonds (collectively, the "Outstanding Second Lien Bonds" and, collectively with the Outstanding Senior Lien Bonds, the "Outstanding Bonds") with a claim for payment solely from Second Lien Bond Revenues of the Sewer System. No other outstanding obligations have a claim for payment from Net Revenues Available for Bonds or Second Lien Bond Revenues of the Sewer System.

(d) The City has determined to authorize the issuance of its Wastewater Transmission Revenue Bonds, Series 2006 (the "2006 Bonds"), in one or more series for one or more of the purposes of (i) paying Project Costs, (ii) refunding such portion of the Outstanding Bonds as shall be determined by the Authorized Officer (as hereinafter defined), as authorized by this Ordinance, (iii) funding capitalized interest on any 2006 Bonds, (iv) paying Costs of Issuance of the 2006 Bonds, including costs of acquiring one or more Debt Service Reserve Account Credit Instruments (as defined in the 2006 Bonds Indenture) or any Interest Rate Hedge Agreement for the 2006 Bonds, (v) making a deposit in any Debt Service Reserve Account established by a 2006 Bonds Indenture, and (vi) providing for any discount on the 2006 Bonds.

(e) The City has been informed that it may be able to realize savings with respect to certain of the Outstanding Bonds which by their terms cannot be called for redemption prior to January 1, 2008 by entering into a forward purchase agreement that will provide for the issuance and delivery of the 2007 Bonds by the City to the underwriters for those Bonds on a date not more than ninety (90) days prior to January 1, 2008.

(f) The City has determined that, in order to take advantage of the potential savings referred to in (e) above, it wishes to authorize the issuance of its Wastewater Transmission Revenue Refunding Bonds, Series 2007 (the 2007 Bonds") in one or more series for one or more of the purposes of (i) refunding such portion of the Outstanding Bonds as shall be determined by the Authorized Officer (as hereinafter defined) as authorized by this Ordinance, (ii) paying Costs of Issuance of the 2007 Bonds, including costs of acquiring one or more Debt Service Reserve Account Credit Instruments (as defined in the 2007 Bonds Indenture), (iii)

making a deposit in any Debt Service Reserve Account established with respect to the 2007 Bonds, and (iv) providing for any discount on the 2007 Bonds.

(g) The estimated useful life of the Projects to be financed or refinanced from a portion of the proceeds of the 2006 Bonds is longer than the final maturity of the 2006 Bonds authorized by this ordinance. It is advisable and in the best interests of the City that the City undertake and complete the Projects.

(h) It is advisable and in the best interests of the City to provide for the refunding prior to maturity of such portion of the Outstanding Bonds as shall be determined by the Authorized Officer as authorized by this Ordinance.

(i) The aggregate estimated amount of Project Costs and cost of refunding a portion of the Outstanding Bonds exceeds One Hundred Seventy-five Million Dollars (\$175,000,000). The City does not have available funds sufficient to pay such Project Costs and to refund such portion of the Outstanding Bonds as authorized by this Ordinance.

(j) In accordance with the covenants of the City in the Series 1998 Indenture, the Series 2000 Indenture, the Series 2001 Indenture, the Series 2001A Indenture, the Series 2004 Indenture and, in the case of the 2007 Bonds, the Series 2006 Indenture, concurrent with the issuance, sale and delivery of any 2006 Bonds or 2007 Bonds issuable as Second Lien Bonds, all of the conditions and requirements specified in Section 6.5 of the Series 1998 Indenture, Section 6.5 of the Series 2000 Indenture, Section 6.5 of the Series 2001 Indenture, Section 6.5 of the Series 2001A Indenture, Section 6.5 of the Series 2004 Indenture and, in the case of the 2007 Bonds, the Series 2006 Indenture, shall have been fully satisfied and complied with, and based upon such satisfaction and compliance, any 2006 Bonds or 2007 Bonds issuable as Second Lien Bonds shall have a claim for payment from Second Lien Bond Revenues on an equal and ratable basis with all Outstanding Second Lien Bonds and any Second Lien Parity Bonds.

(k) Other obligations, including Subordinate Lien Obligations, may be issued payable from Net Revenues Available for Bonds on a basis subordinate to the Senior Lien Bonds and the Second Lien Bonds.

(l) The City proposes to issue and sell the 2006 Bonds and the 2007 Bonds in the manner authorized in this ordinance in one or more series in a combined aggregate principal amount not to exceed One Hundred Seventy-five Million Dollars (\$175,000,000) plus an amount equal to the amount of any original issue discount used in marketing such 2006 Bonds or 2007 Bonds, which 2006 Bonds and 2007 Bonds may be Second Lien Bonds.

(m) The borrowing authorized by this ordinance and the issuance of the 2006 Bonds and the 2007 Bonds are for a proper public purpose and are in the

public interest. The City has the power to borrow for the purposes set forth in this Ordinance and to issue the 2006 Bonds and the 2007 Bonds for such purposes.

(n) The City's ability to issue 2006 Bonds and the 2007 Bonds from time to time without further action by the City Council at various times, in various principal amounts and with various interest rates and interest rate determination methods, maturities, redemption provisions and other terms, including the lien status thereof, will enhance the City's opportunities to obtain financing for the Sewer System upon the most favorable terms available at such time or times of issuance.

(o) Authority is granted to the Authorized Officer to determine to sell the 2006 Bonds and the 2007 Bonds in one or more series of 2006 Bonds and 2007 Bonds, respectively, as and to the extent the Authorized Officer determines that such sale or sales are desirable and in the best financial interest of the Sewer System.

(p) This ordinance is adopted pursuant to the City's constitutional home rule powers.

SECTION 1.3 Definitions. As used in this Ordinance, except as otherwise noted, (i) the following terms shall have the following meanings, unless the context clearly indicates a different meaning, (ii) with respect to the 2006 Bonds, all capitalized terms used and not otherwise defined in this Section 1.3 shall have the meanings given them in the 2006 Bonds Indenture and (iii) with respect to the 2007 Bonds, all capitalized terms used and not otherwise defined in this Section 1.3 also shall have the meanings given them in the 2007 Bonds Indenture (which shall also be substantially in the form of the 2006 Bonds Indenture attached hereto) with appropriate revisions to reflect the terms of the 2007 Bonds:

"Authorized Officer" means the Chief Financial Officer of the City, or if the Chief Financial Officer so determines and designates, the City Comptroller.

"Bond Debt Service Requirement" means, for any Fiscal Year, the principal of and interest on Senior Lien Bonds required to be paid in that Fiscal Year. With respect to any Senior Lien Bonds for which any interest is payable by appreciation in principal amount, the Bond Debt Service Requirement for a Fiscal Year includes all appreciated principal payable in that Fiscal Year but does not include the increase in principal that occurs in that Fiscal Year but is not payable in that Fiscal Year. Any Senior Lien Bonds required to be redeemed pursuant to a mandatory sinking fund redemption shall be treated for these purposes as being due on the date they are required to be redeemed and not on their stated maturity dates. For purposes of computing the interest payable on any Senior Lien Bonds issued as Variable Rate Bonds in any future Fiscal Year or other specified future twelve (12) month period, the rate of interest shall be assumed to equal the highest monthly average rate of interest paid with respect to such Variable Rate

Bonds during the twelve (12) months preceding the date of such calculation, plus five-tenths percent (0.5%), or if such Variable Rate Bonds were not Outstanding during the entire twelve (12) month period preceding the date of calculation, the highest monthly average rate of interest paid with respect to comparable debt obligations having a comparable interest rate determination method, interest rate period and rating during such twelve (12) month period, plus five-tenths percent (0.5%). In the event the City has entered into an Interest Rate Hedge Agreement with respect to any Senior Lien Bonds, the interest payable on such Senior Lien Bonds shall be deemed to be the amount payable under the Interest Rate Hedge Agreement for the years in which the Interest Rate Hedge Agreement is in effect. If the City is to pay a variable rate pursuant to the Interest Rate Hedge Agreement, the variable rate calculation shall be made in the same manner as for Variable Rate Bonds.

“Bond Debt Service Reserve Account” means the separate account of that name previously established for the Senior Lien Bonds in the Sewer Revenue Fund and described in Section 2.2 of this Ordinance.

“Bond Debt Service Reserve Account Credit Instrument” means a non-cancelable insurance policy, a non-cancelable surety bond, an irrevocable letter of credit that maybe delivered to the City in lieu of or in partial substitution for cash or securities required to be on deposit in the Bond Debt Service Reserve Account. In the case of an insurance policy or surety bond, the company providing the insurance policy or surety bond shall be an insurer that, at the time of the issuance of the insurance policy or surety bond, has been assigned a credit rating that is within one of the two (2) highest rating categories, without regard to any refinement or gradation of rating category by numerical modifier or otherwise, accorded insurers by at least two (2) Rating Agencies. Letters of credit shall be issued by a banking institution that has, or the parent of which has, or the holding corporation of which it is the principal bank has, at the time of issuance of the letter of credit, a credit rating on its long-term unsecured debt within one of the two highest rating categories, without regard to any refinement or gradation of rating category by numerical modifier or otherwise, from at least two (2) Rating Agencies. The insurance policy, surety bond, letter of credit shall grant to the City the right to receive payment for the purposes for which the Bond Debt Service Reserve Account may be used or for deposit in that Account and shall be irrevocable during its term.

“Bond Debt Service Reserve Account Credit Instrument Coverage” means, with respect to any Bond Debt Service Reserve Account Credit Instrument on any date of determination, the amount available to pay principal of and interest on the Senior Lien Bonds under that Bond Debt Service Reserve Account Credit Instrument, including amounts owed pursuant to an Interest Rate Hedge Agreement with respect to such Senior Lien Bonds to the extent such amounts constitute interest.

“Bond Debt Service Reserve Provider” means a company, banking institution or other financial institution that is the provider of a Bond Debt Service Reserve Account Credit Instrument.

“Bond Debt Service Reserve Reimbursement Agreement” means an agreement between the City and the Bond Debt Service Reserve Provider entered into with respect to a Bond Debt Service Reserve Account Credit Instrument and that pertains to the repayment to the Bond Debt Service Reserve Provider, with interest, if any, of amounts advanced pursuant to the Bond Debt Service Reserve Account Credit Instrument.

“Bond Debt Service Reserve Requirement” means, as of any date of computation, an amount equal to the sum of (i) that amount established in each ordinance authorizing each series of Outstanding Senior Lien Bonds, and (ii) with respect to any series of Senior Lien Parity Bonds, such amounts as shall be established by the ordinance authorizing that series of Senior Lien Parity Bonds, not to exceed the least of (A) the highest future Bond Debt Service Requirement of that series of Senior Lien Parity Bonds in any Fiscal Year including the Fiscal Year in which the date of computation falls; (B) ten percent (10%) of the original principal amount of that series of Senior Lien Parity Bonds (less any original issue discount); or (C) one hundred twenty-five percent (125%) of the average annual Bond Debt Service Requirement for that series of Senior Lien Parity Bonds. Any Senior Lien Bonds required to be redeemed pursuant to a mandatory sinking fund redemption shall be treated for purposes of this definition as being due on the dates they are required to be redeemed and not on, their stated maturity dates.

“Bond Principal and Interest Account” means the separate account of that name previously established for the Senior Lien Bonds in the Sewer Revenue Fund and described in Section 2.2 of this ordinance.

“Bond Purchase Agreement” means each Bond Purchase Agreement between the City and the Initial Purchasers of the 2006 Bonds of a series authorized by Section 3.5(a) of this ordinance.

“Bond Registrar” means the bond registrar for each series of Outstanding Senior Lien Bonds or outstanding Second Lien Bonds.

“Budget Director” means the Budget Director of the City as appointed by the Mayor.

“Chief Financial Officer” means the person designated by the Mayor as the City’s Chief Financial Officer, or if no such designation has been made or if such position is vacant, the City Comptroller of the City.

“City” means the City of Chicago.

“City Council” means the City Council of the City.

“Clerk” means the City Clerk or Deputy City Clerk of the City.

“Construction Account: 2006 Second Lien Bonds” means the separate account of that name in the Sewer Revenue Fund established pursuant to Section 4.1 of this Ordinance, to the extent that 2006 Bonds are issued as Second Lien Bonds.

“Credit Facility” means a letter of credit, line of credit, standby bond purchase agreement or similar credit facility securing the payment of (i) the principal of or purchase price of and interest on one or more series of the 2006 Bonds, or (ii) any Interest Rate Hedge Agreement with respect to one or more series of the 2006 Bonds.

“Debt Service Reserve Account Credit Instrument” means, with respect to the 2006 Bonds, as provided in the 2006 Bonds Indenture or, with respect to the 2007 Bonds, as provided in the 2007 Bonds Indenture.

“Debt Service Reserve Provider” means a company, banking institution or other financial institution that is the issuer of a Debt Service Reserve Account Credit Instrument.

“Debt Service Reserve Reimbursement Agreement” means an agreement between the City and a Debt Service Reserve Provider entered into with respect to a Debt Service Reserve Account Credit Instrument and that pertains to the repayment to the Debt Service Reserve Provider, with interest, if any, of amounts advanced pursuant to the Debt Service Reserve Account Credit Instrument.

“Depository” means any bank, trust company, national banking association, savings bank or other banking association, having capital stock, surplus and retained earnings of Ten Million Dollars (\$10,000,000) or more, selected by the Authorized Officer as a depository of monies and securities held in the Construction Account: 2006 Bonds, the Bond Principal and Interest Account, the Bond Debt Service Reserve Account and the Senior Lien Rebate Account under the provisions of this Ordinance.

“Determination Certificate” means the applicable certificate of the Authorized Officer with respect to the 2006 Bonds and/or the 2007 Bonds of a series, respectively, filed with the Office of the City Clerk addressed to the City Council, as provided in Section 3.5(g) of this ordinance.

“Fiscal Year” means the period beginning January 1 and ending December 31 of any year.

“Forward Purchase Agreement” means each Forward Delivery Bond Purchase Agreement between the City and the Initial Purchasers of the 2007 Bonds of a series authorized by Section 3.5(a) of this Ordinance and attached as Exhibit C, with the necessary changes to reflect the designation and terms of the 2007 Bonds.

“Government Obligations” means securities that are obligations described in clauses (a) and (b) of the definition of Permitted Investments in this Section 1.3.

“Gross Revenues” means all income and receipts from any source that under generally accepted accounting principles are properly recognized as being derived from the operation of the Sewer System, including without limitation (a) charges imposed for sewer service and usage, (b) charges imposed for inspections and permits for connection to the Sewer System, (c) grants (excluding grants received for capital projects) and (d) Investment Earnings.

“Initial Purchasers” means (i) the underwriters or group of underwriters or purchasers to whom the City will sell the 2006 Bonds of a series and with whom the City will enter into a Bond Purchase Agreement, as the Authorized Officer shall designate in the related Determination Certificate and (ii) the underwriter or group of underwriters or purchasers to whom the City will sell the 2007 Bonds of a series and with whom the City will enter into a Forward Purchase Agreement, as the Authorized Officer shall designate in the related Determination Certificate.

“Interest Rate Hedge Agreement” means an interest rate exchange, hedge or similar agreement, expressly identified in a Determination Certificate as being entered into in order to hedge or manage the interest payable on all or a portion of the 2006 Bonds, which agreement may include, without limitation, an interest rate swap, a forward or futures contract or an option (e.g., a call, put, cap, floor or collar) and which agreement does not constitute an obligation to repay money borrowed, credit extended or the equivalent thereof. Obligations of the City under an Interest Rate Hedge Agreement shall not constitute “indebtedness” of the City for which its full faith and credit are pledged or for any other purpose hereunder.

“Investment Earnings” means interest plus net profits and less net losses derived from investments made with any portion of the Gross Revenues or any money in the Accounts in the Sewer Revenue Fund (other than the Senior Lien Rebate Accounts) specified in Section 2.1 of this Ordinance. Investment Earnings do not include interest or earnings on investments of the Senior Lien Construction Accounts or the Second Lien Construction Accounts.

“Mayor” means the Mayor of the City.

“Municipal Code” means the Municipal Code of Chicago, as amended.

“Net Revenues” means that portion of the Gross Revenues remaining in any period after providing sufficient funds for Operation and Maintenance Costs.

“Net Revenues Available for Bonds” means that portion of the Net Revenues remaining in any period, minus any amounts deposited during that period in the Sewer Rate Stabilization Account as provided in Section 2.2 of this ordinance (other than amounts transferred to that Account from amounts received upon the issuance of any Senior Lien Parity Bonds) and plus the amounts withdrawn during that period from that Account.

“Offsetting Transactions” means any transaction which is intended to hedge, modify or otherwise affect another outstanding transaction or its economic results. The offsetting transaction need not be based on the same index or rate option as the related Bonds or the transaction being offset and need not be with the same counterparty as the transaction being offset. Examples of offsetting transactions include, without limitation, a floating-to-fixed rate interest rate swap being offset by a fixed-to-floating rate interest rate swap, and a fixed-to-floating rate interest rate swap being offset by a floating-to-fixed rate interest rate swap or an interest rate cap or floor or a floating-to-floating interest rate swap.

“Operation And Maintenance Costs” means all expenses reasonably incurred by the City in connection with the operation, maintenance, renewal, replacement and repair of the Sewer System, that under generally accepted accounting principles are properly chargeable to the Sewer System and not capitalized, including, without limitation, salaries, wages, taxes, contracts for services, costs of materials and supplies, purchase of power, fuel, insurance, reasonable repairs and extensions necessary to render efficient service, the costs related to any interest rate agreements or other similar arrangements entered into pursuant to the ordinances authorizing the issuance of the Outstanding Senior Lien Bonds, trustee’s fees, paying agent’s fees and all incidental expenses, but excluding any provision for depreciation or for interest on Senior Lien Bonds, Second Lien Bonds or other obligations for borrowed money payable from Net Revenues Available for Bonds or Second Lien Bond Revenues.

“Ordinance” means this ordinance as it may be modified or amended from time to time.

“Outstanding” means (a) with reference to any series of Senior Lien Bonds, all of such obligations that are outstanding and unpaid, provided that such term shall not include obligations:

(i) that have been paid or redeemed in full both as to principal, redemption premium, if any, and interest; or

(ii) that have matured or that have been duly called for redemption and for the payment of which monies are on deposit with designated paying agents or

trustees for such Senior Lien Bonds, or are otherwise properly available, sufficient to pay the principal of, redemption premium, if any, and interest on such Senior Lien Bonds; or

(iii) for which the City has provided for payment by depositing in an irrevocable trust or escrow, cash or Government Obligations, in each case the maturing principal of and interest on which will be sufficient to pay at maturity, or if called for redemption on the applicable redemption date, the principal of, redemption premium, if any and interest on such Senior Lien Bonds; or

(iv) that are owned by the City; and

(b) with reference to any series of Second Lien Bonds issued pursuant to this Ordinance, "Outstanding" as defined in the 2006 Bonds Indenture.

"Outstanding Bonds" means, collectively, the Outstanding Senior Lien Bonds and the Outstanding Second Lien Bonds.

"Outstanding Second Lien Bonds"; means, collectively, the Outstanding Series 1995 Second Lien Bonds, the Outstanding Series 2000 Second Lien Bonds, the Outstanding Series 2001 Second Lien Bonds, the Outstanding Series 2001A, Second Lien Bonds and the Outstanding Series 2004 Second Lien Bonds.

"Outstanding Senior Lien Bonds" means, collectively, the Outstanding Series 1993 Senior Lien Bonds, the Outstanding Series 1995 Senior Lien Bonds and the Outstanding Series 1998 Senior Lien Bonds.

"Permitted Investments" means any of the following:

(a) direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America;

(b) trust receipts or other certificates of ownership evidencing an ownership interest in the principal of or interest on, or both principal of and interest on, obligations described in clause (a) of this definition, which obligations are held in trust by a bank described in clause (d) of this definition, provided that such bank holds such obligations separate and segregated from all other funds and accounts of the City and of such bank and that a perfected first security interest under the Illinois Uniform Commercial Code, or under book entry procedures prescribed at 31 C.F.R. 306.0 et seq. or 31 C.F.R. 350.0 et seq. (or other similar book-entry procedures similarly prescribed by federal law or regulations adopted after the date of adoption of this Ordinance), has been created in such obligations for the benefit of the applicable account in the Sewer Revenue Fund or, to the extent permitted, in any irrevocable trust or escrow established to make provision for the payment and discharge of the indebtedness on any obligations that are payable from Net Revenues Available for Bonds;

(c) obligations of Fannie Mae or of any agency or instrumentality of the United States of America now existing or hereafter created, including but not limited to the United States Postal Service, the Government National Mortgage Association and the Federal Financing Bank;

(d) negotiable or non-negotiable time deposits evidenced (i) by certificates of deposit issued by any bank, trust company, national banking association or savings and loan association that has capital of not less than One Hundred Million Dollars (\$100,000,000) or (ii) by certificates of deposit that are continuously and fully insured by (A) any agency of the United States of America or (B) an insurer that at the time of issuance of the policy securing such deposits has been assigned a credit rating on its long-term unsecured debt within one of the two highest rating categories, without regard to any refinement or gradation of rating category by numerical modifier or otherwise, from at least two Rating Agencies;

(e) repurchase agreements with banks described in clause (d) of this definition or with government bond dealers reporting to, trading with, and recognized as primary dealers by a Federal Reserve Bank, provided (i) that the underlying securities are obligations described in clauses (a) or (c) of this definition and are required to be continuously maintained at a market value not less than the amount so invested, (ii) the City has received an opinion of counsel to the effect that a custodian for the City has possession of the underlying securities as collateral and has a perfected first security interest in the collateral, and (iii) the collateral is in the opinion of such counsel free and clear of claims by third parties;

(f) obligations of any state of the United States of America or any political subdivision of a state or any agency or instrumentality of a state or political subdivision that are, at the time of purchase, rated by at least two Rating Agencies in one of their two highest respective long-term rating categories, without regard to any refinement or gradation of rating category by numerical modifier or otherwise (if not rated by at least two Rating Agencies then a rating by one Rating Agency shall be satisfactory) for comparable types of debt obligations;

(g) bonds, notes, debentures or other evidences of indebtedness issued or guaranteed by any corporation that are, at the time of purchase, rated by at least two Rating Agencies in their highest long-term rating category, without regard to any refinement or gradation of rating category by numerical modifier or otherwise (if not rated by at least two Rating Agencies then a rating by one Rating Agency shall be satisfactory), for comparable types of debt obligations;

(h) repurchase agreements and investment agreements (including forward purchase agreements pursuant to which the City agrees to purchase securities of the type described in clauses (a), (b), (c), (f), (g) and (i) of this definition of

"Permitted Investments"), with any bank, trust company, national banking association (which may include the Bond Registrar, any trustee or a Depository), insurance company or any other financial institution that at the date of the agreement has an outstanding, unsecured, uninsured and unguaranteed debt issue rated by at least two Rating Agencies in one of the three highest long-term rating agency categories, without regard to any refinement or gradation of rating category by numerical modifier or otherwise, or if such institution is not so rated, that the agreement is secured by such securities as are described in clauses (a) through (d) above, inclusive, having a market value at all times (exclusive of accrued interest, other than accrued interest paid in connection with the purchase of such securities) at least equal to the principal amount invested pursuant to the agreement, provided that (1) a custodian for the City (which custodian is not the entity with which the City has the repurchase or investment agreement) has a perfected first security interest in the collateral and the City has received an opinion of counsel to that effect, (ii) the custodian or an agent of the custodian (which agent is not the entity with which the City has the repurchase or investment agreement) has possession of the collateral, and (iii) such obligations are in the opinion of such counsel free and clear of claims by third parties;

(i) prime commercial paper of a corporation incorporated under the laws of any state of the United States of America, rated by at least one Rating Agency in its highest short-term rating category, without regard to any refinement or gradation of rating category by numerical modifier or otherwise:

(j) certificates of deposit of national banks that are either fully collateralized at least one hundred ten percent (110%) by marketable United States government securities marked to market at least monthly or secured by a corporate surety bond issued by an insurance company licensed to do business in Illinois and having a claims-paying rating in the top rating category, without regard to any refinement or gradation of rating category by numerical modifier or otherwise, as rated by at least one Rating Agency and maintaining such rating during the term of such investment; and

(k) shares of a money market fund registered under the Investment Company Act of 1940, whose shares are registered under the Securities Act of 1933.

"Project Costs" means the costs of acquiring, constructing and equipping the Projects, including without limitation acquisition of necessary interests in property, engineering fees or costs of the City, restoration costs, legal fees or costs of the City and Costs of Issuance.

"Projects" means the program of improvement, extension and rehabilitation of the Sewer System consisting of the construction and acquisition of flood relief sewers, the rehabilitation and replacement of existing sewers, the expansion of

operational facilities, the provision of any and all necessary facilities, services and equipment to protect and enhance the safety, integrity and security of the sewer system, and any project eligible for funding by the Illinois Environmental Protection Agency through its Water Pollution Control Loan Program or any comparable or successor program.

“Rating Agency” means any nationally recognized securities rating agency.

“Registered Owner” means any person in whose name a Bond is registered in the registration books of the City maintained by the Bond Registrar.

“Refunded Bonds” means those Outstanding Bonds to be refunded with proceeds of the 2006 Bonds and/or the 2007 Bonds, if any, which Refunded Bonds shall be identified in the applicable Determination Certificate.

“Second Lien Bond Revenues” means any Net Revenues Available for Bonds deposited into the Second Lien Bonds Account pursuant to (1) the ordinances authorizing the Outstanding Second Lien Bonds, (ii) this Ordinance to the extent the 2006 Bonds or the 2007 Bonds are issued as Second Lien Bonds, and (iii) the ordinances authorizing any Second Lien Parity Bonds.

“Second Lien Bonds” means the Series 1998 Second Lien Bonds, the Series 2000 Second Lien Bonds, the Series 2001 Second Lien Bonds, the Series 2001A Second Lien Bonds, the Series 2004 Bonds, the 2006 Bonds and the 2007 Bonds (but only to the extent that the 2006 Bonds and/or the 2007 Bonds are issued as Second Lien Bonds) and all Second Lien Parity Bonds.

“Second Lien-Bonds Account” means the separate account of that name established in the Sewer Revenue Fund as provided in Section 2.2 of this Ordinance.

“Second Lien Construction Accounts” means the (i) Construction Account: 2006 Second Lien Bonds to the extent 2006 Bonds are issued as Second Lien Bonds and the various accounts established for construction purposes by the Series 1998 Bond Ordinance, the Series 2000 Bond Ordinance, the Series 2001 Bond Ordinance, the Series 2004 Bond Ordinance or the ordinances authorizing any Second Lien Parity Bonds and (ii) any account established to pay costs of issuance of Second Lien Bonds.

“Second Lien Parity Bonds” means obligations, other than the Series 1998 Second Lien Bonds, the Series 2000 Second Lien Bonds, the Series 2001 Second Lien Bonds, the Series 2001A Second Lien Bonds, the Series 2004 Second Lien Bonds, the 2006 Bonds (but only to the extent issued as Second Lien Bonds) and the 2007 Bonds (but only to the extent issued as Second Lien Bonds) which are payable from Second Lien Bond Revenues on an equal and ratable basis with all other Outstanding Second Lien Bonds.

“Senior Lien Bonds” means the Series 1998 Senior Lien Bonds, the Series 1995 Senior Lien Bonds, the Series 1993 Senior Lien Bonds and all Senior Lien Parity Bonds.

“Senior Lien Construction Accounts” means the various accounts established for construction purposes by the Series 1995 Bond Ordinance, the Series 1994 Bond Ordinance or any Senior Lien Parity Bonds and any account established to pay Costs of Issuance of Senior Lien Bonds.

“Senior Lien Parity Bonds” means obligations other than the Series 1998 Senior Lien Bonds, the Series 1995 Senior Lien Bonds and the Series 1993 Senior Lien Bonds that are payable from Net Revenues Available for Bonds on an equal and ratable basis with all other Outstanding Senior Lien Bonds.

“Senior Lien Rebate Account” or “Senior Lien Rebate Accounts” means the separate account or accounts with that title in the Sewer Revenue Fund referred to in Section 2.2 of this Ordinance.

“Series 1993 Bond Ordinance” means the Ordinance passed by the City Council on February 10, 1993, as amended by the City Council on March 8, 1993, authorizing the issuance of the Series 1993 Senior Lien Bonds.

“Series 1993 Senior Lien Bonds” means the Wastewater Transmission Revenue Bonds, Refunding Series 1993, of the City authorized by and issued pursuant to the Series 1993 Bond Ordinance.

“Series 1995 Bond Ordinance” means the ordinance passed by the City Council on November 8, 1995, authorizing the issuance of the Series 1995 Senior Lien Bonds.

“Series 1995 Senior Lien Bonds” means the Wastewater Transmission Revenue Bonds, Series 1995, of the City authorized by and issued pursuant to the Series 1995 Bond Ordinance.

“Series 1998 Bond Ordinance” means the ordinance passed by the City Council on December 10, 1997, as amended by the City Council on February 5, 1998, authorizing the issuance of the Series 1998 Senior Lien Bonds and the Series 1998 Second Lien Bonds.

“Series 1998 Indenture” means the Trust Indenture dated as of March 1, 1998 from the City to U.S. Bank Trust National Association, as trustee, providing for the issuance of the Series 1998 Second Lien Bonds.

“Series 1998 Second Lien Bonds” means the Second Lien Wastewater Transmission Revenue Bonds, Series 1998B, of the City authorized pursuant to the Series 1998 Bond Ordinance and issued pursuant to the Series 1998 Indenture.

"Series 1998 Senior Lien Bonds" means the Wastewater Transmission Revenue Bonds, Refunding Series 1998A of the City authorized by and issued pursuant to the Series 1998 Bond Ordinance.

"Series 2000 Bond Ordinance" means the ordinance passed by the City Council on November 17, 1999, authorizing the issuance of the Series 2000 Second Lien Bonds.

"Series 2000 Indenture" means the Trust Indenture dated as of February 1, 2000 from the City to Amalgamated Bank of Chicago, as trustee, providing for the issuance of the Series 2000 Second Lien Bonds.

"Series 2000 Second Lien Bonds" means the Second Lien Wastewater Transmission Revenue Bonds, Series 2000, of the City authorized pursuant to the Series 2000 Bond Ordinance and issued pursuant to the Series 2000 Indenture.

"Series 2001 Bond Ordinance" means the ordinance passed by the City Council on March 7, 2001, authorizing the issuance of the Series 2001 Second Lien Bonds.

"Series 2001 Indenture" means the Trust Indenture dated as of December 1, 2001 from the City to Amalgamated Bank of Chicago, as trustee, providing for the issuance of the Series 2001 Second Lien Bonds.

"Series 2001 Second Lien Bonds" means the Second Lien Wastewater Transmission Revenue Refunding Bonds, Series 2001, of the City authorized pursuant to the Series 2001 Bond Ordinance and issued pursuant to the Series 2001 Indenture.

"Series 2001A Bond Ordinance" means the ordinance passed by the City Council on October 31, 2001, authorizing the issuance of the Series 2001A Second Lien Bonds.

"Series 2001A Indenture" means the Trust Indenture dated as of December 1, 2001 from the City to Amalgamated Bank of Chicago, as trustee, providing for the issuance of the Series 2001A Second Lien Bonds.

"Series 2001A Second Lien-Bonds" means the Second Lien Wastewater Transmission Revenue Bonds, Series 2001A, of the City authorized pursuant to the Series 2001A Bond Ordinance and issued pursuant to the Series 2001A Indenture.

"Series 2004 Bond Ordinance" means the Ordinance passed by the City Council on May 26, 2004, authorizing the issuance of the Series 2004 Second Lien Bonds.

“Series 2004 Indentures” means, collectively, (i) the Trust Indenture, dated as of July 1, 2004 from the City to Amalgamated Bank of Chicago, as Trustee, securing the Second Lien Wastewater Transmission Variable Rate Revenue Bonds, Series 2004A and (ii) the Trust Indenture, dated as of July 1, 2004, from the City to Amalgamated Bank of Chicago, as Trustee, securing the Second Lien Wastewater Transmission Revenue Refunding Bonds, Series 2004B.

“Series 2004 Second Lien Bonds” means, collectively (i) the Second Lien Wastewater Transmission Variable Rate Revenue Bonds, Series 2004A and (ii) the Second Lien Wastewater Transmission Revenue Refunding Bonds, Series 2004B.

“Sewer Rate Stabilization Account” means the separate account of that name established in the Sewer Revenue Fund as provided in Section 2.2 of this Ordinance.

“Sewer Revenue Fund” means the separate fund designated the “Sewer Revenue Fund of the City of Chicago” previously established by the City pursuant to the Municipal Code and described in Section 2.1 of this Ordinance.

“Sewer System” means all property, real, personal or otherwise, owned or to be owned by the City or under the control of the City and used for sewer and wastewater transmissions and any and all further extensions, improvements and additions to the Sewer System.

“2006 Bonds” means the Wastewater Transmission Revenue Bonds, Series 2006, authorized by Section 3.1 of this Ordinance.

“2006 Bonds Indenture” means each Trust Indenture from the City to the 2006 Bonds Trustee substantially in the forms authorized by Section 3.3 of this Ordinance, as the same may from time to time may be amended or supplemented in accordance with its provisions.

“2006 Bonds Trustee” means such banking institution as may be appointed by the Authorized Officer as trustee for the 2006 Bonds under a 2006 Bonds Indenture, or any successor to it in that capacity appointed by the Authorized Officer and any co-trustee separately appointed by the Authorized Officer.

“2007 Bonds” means the Wastewater Transmission Revenue Refunding Bonds, Series 2007 authorized by Section 3.1 of this Ordinance.

“2007 Bond Indenture” means the Trust Indenture to the 2007 Bonds Trustee substantially in the form of the 2006 Bonds Indenture authorized by Section 3.3 of this Ordinance and attached as Exhibit A, with the necessary changes to reflect the designation and terms of the 2007 Bonds, as the same from time to time may be amended or supplemented in accordance with its provisions.

“2007 Bonds Trustee” means such banking institutions as may be appointed by the Authorized Officer as trustee for the 2007 Bonds under a 2007 Bonds Indenture, or any successor to it in that capacity appointed by the Authorized Officer and any co-trustee separately appointed by the Authorized Officer.

“Variable Rate Bonds” means any Senior Lien Bonds or Second Lien Bonds, the interest rate on which is not established at the time of issuance thereof at a single numerical rate for the entire term thereof.

Article II.

Sewer Revenue Fund And Accounts.

SECTION 2.1 Sewer Revenue Fund. There has been created and there exists a separate fund of the City designated the Sewer Revenue Fund into which the Gross Revenues of the Sewer System are and shall be deposited as collected. The Sewer Revenue Fund shall continue as a separate fund of the City. The Sewer Revenue Fund shall constitute a trust fund and has been and is irrevocably pledged to the Registered Owners of the Senior Lien Bonds and the Second Lien Bonds (but solely with respect to amounts on deposit in the Second Lien Bonds Account), from time to time Outstanding for the sole purpose of carrying out the covenants, terms and conditions of this Ordinance and the ordinances authorizing the issuance of Senior Lien Bonds and the Second Lien Bonds (but solely with respect to amounts on deposit in the Second Lien Bonds Account).

The Sewer Revenue Fund shall be used only as provided in this Ordinance and the Ordinances authorizing Outstanding Bonds for (a) paying Operation and Maintenance Costs, (b) paying the principal of, redemption premium, if any and interest on Senior Lien Bonds or purchasing Senior Lien Bonds and (c) establishing and maintaining (for the purposes specified in those Ordinances) the Senior Lien Construction Accounts and the Accounts in the Sewer Revenue Fund described in Section 2.2 of this Ordinance and all other reserve funds or accounts that are required to be established and maintained in the Ordinances authorizing the issuance of Senior Lien Bonds and Second Lien Bonds; provided that any funds available after these requirements have been satisfied or that are not necessary to satisfy these requirements may be used for any lawful purpose of the Sewer System.

A lien on and security interest in the Net Revenues Available for Bonds and the various Accounts of the Sewer Revenue Fund established as provided in Section 2.2 of this Ordinance (other than the Second Lien Bonds Account) and in the Senior Lien Construction Accounts are granted to the Registered Owners of the Senior Lien Bonds Outstanding from time to time, subject to amounts in the various Accounts

being deposited, credited and expended as provided in this Ordinance. No lien or security interest in the Senior Lien Construction Accounts is granted to any Registered Owner of any Second Lien Bond. Nothing in this Ordinance shall prevent the City from commingling money in the Sewer Revenue Fund (except the Accounts to which reference is made in paragraphs (a) through (e) of Section 2.2 of this Ordinance and the Senior Lien Construction Accounts) with other money, funds and accounts of the City. Any advance by the City to the Sewer Revenue Fund from other funds of the City shall have a claim for reimbursement only from amounts in the Sewer Revenue Fund not required for deposit in the various Accounts specified in paragraphs (a) through (f) of Section 2.2 of this Ordinance.

SECTION 2.2 Application Of Net Revenues Available For Bonds. There have been created and there exist in the Sewer Revenue Fund, the following separate accounts: the Bond Principal and Interest Account, the Bond Debt Service Reserve Account, the Sewer Rate Stabilization Account and the Senior Lien Rebate Accounts. There are also created and shall be maintained in the Sewer Revenue Fund the Second Lien Bonds Account and its various Subaccounts for each series of Second Lien Bonds. The Net Revenues Available for Bonds shall be transferred, without any further official action or direction, to the Bond Principal and Interest Account, the Bond Debt Service Reserve Account, the Senior Lien Rebate Accounts, the Second Lien Bonds Account, and the Sewer Rate Stabilization Account in the order in which those accounts are listed below, for use in accordance with the provisions of paragraphs (a), (b), (c), (d) and (e) of this Section 2.2.

(a) Bond Principal And Interest Account. Not later than ten (10) days prior to each principal or interest payment date for the Senior Lien Bonds, there shall be transferred to the Bond Principal and Interest Account sufficient funds to pay the amount of the principal, redemption premium, if any, and interest becoming due, whether upon maturity, redemption or otherwise, and amounts owed on Interest Rate Hedge Agreements for any Outstanding Senior Lien Bonds on such payment date on all Outstanding Senior Lien Bonds.

Funds in the Bond Principal and Interest Account shall be used only for the purpose of paying principal of, redemption premium, if any, and interest on Outstanding Senior Lien Bonds and amounts owed on Interest Rate Hedge Agreements for any Outstanding Senior Lien Bonds as the same become due.

(b) Bond Debt Service Reserve Account.

(i) Amounts in the Bond Debt Service Reserve Account shall be deposited in a separate account with a Depository. Whenever the balance in the Bond Debt Service Reserve Account is less than the Bond Debt Service Reserve Requirement for the Senior Lien Bonds, except as permitted pursuant to the provisions of any Ordinance authorizing the issuance of any Senior Lien Bonds, there shall be transferred to the Bond Debt Service Reserve Account within the next twelve (12) months sufficient funds to maintain balances in the Bond Debt

Service Reserve Account at least equal to the Bond Debt Service Reserve Requirement for the Senior Lien Bonds.

Except as may be required to be credited to the Senior Lien Rebate Accounts and except for amounts in excess of the Bond Debt Service Reserve Requirement (which excess amounts may be transferred to any account of the Sewer Revenue Fund), funds in the Bond Debt Service Reserve Account and any Bond Debt Service Reserve Account Credit Instruments in that Account shall be used to pay principal of, redemption premium, if any, and interest on the Senior Lien Bonds as the same become due at any time when there are insufficient funds available for such purpose in the Bond Principal and Interest Account (after any available amounts in the Sewer Rate Stabilization Account have first been applied to that purpose).

(ii) All or any part of the Bond Debt Service Reserve Requirement may be met by deposit in the Bond Debt Service Reserve Account of one or more Bond Debt Service Reserve Account Credit Instruments. A Bond Debt Service Reserve Account Credit Instrument shall, for purposes of determining the value of the amounts on deposit in the Bond Debt Service Reserve Account, be valued at the Bond Debt Service Reserve Account Credit Instrument Coverage for the Bond Debt Service Reserve Account Credit Instrument except as provided in the next sentence. If a Bond Debt Service Reserve Account Credit Instrument is to terminate (or is subject to termination) prior to the last principal payment date on any Outstanding Senior Lien Bond, then the Bond Debt Service Reserve Account Credit Instrument Coverage of that Bond Debt Service Reserve Account Credit Instrument shall be reduced each year, beginning on the date that is four (4) years prior to the first date on which the Bond Debt Service Reserve Account Credit Instrument is to terminate (or is subject to termination), by twenty-five percent (25%) of the coverage in each of the years remaining prior to such date, provided that if by the terms of the Bond Debt Service Reserve Account Credit Instrument and the terms of the related Ordinance, the City has the right and duty to draw upon the Bond Debt Service Reserve Account Credit Instrument prior to its termination for deposit in the Bond Debt Service Reserve Account (if and to the extent a substitute Bond Debt Service Reserve Account Credit Instrument is not deposited in the Bond Debt Service Reserve Account) all or part of its Bond Debt Service Reserve Account Credit Instrument Coverage, then the reduction shall be in an amount equal to the difference between (A) the Bond Debt Service Reserve Requirement and (B) the sum of the amounts on deposit in the Bond Debt Service Reserve Account and the amount that the City may draw under the Bond Debt Service Reserve Account Credit Instrument prior to its termination for deposit in the Bond Debt Service Reserve Account. Any amounts in the Bond Debt Service Reserve Account that are not required to be transferred to the Bond Principal and Interest Account may, from time to time, be used to pay costs of acquiring a Bond Debt Service Reserve Account Credit Instrument or to make payments due under a Bond Debt Service Reserve Reimbursement Agreement, but only if after such payment, the value of the

Bond Debt Service Reserve Account shall not be less than the Bond Debt Service Reserve Requirement. The City pledges and grants a lien on and security interest in the amounts on deposit in the Bond Debt Service Reserve Account to any Bond Debt Service Reserve Provider with respect to such Bond Debt Service Reserve Provider's Bond Debt Service Reserve Account Credit Instrument, provided that the pledge, lien and security interest shall be junior to any claim for the benefit of the Registered Owners of the Outstanding Senior Lien Bonds or any party to an Interest Rate Hedge Agreement related thereto.

After the deposit of a Bond Debt Service Reserve Account Credit Instrument into the Bond Debt Service Reserve Account and after the City has received notice of the value of the Bond Debt Service Reserve Account after such deposit, the Authorized Officer may then direct the transfer from the Bond Debt Service Reserve Account to any account of the Sewer Revenue Fund of any amounts in the Bond Debt Service Reserve Account in excess of the Bond Debt Service Reserve Requirement.

(c) Senior Lien Rebate Accounts. There shall be transferred from the Sewer Revenue Fund from Net Revenues Available for Bonds and deposited to the credit of the Senior Lien Rebate Accounts the amounts as shall be required to be held available for rebate to the United States of America with respect to each series of Senior Lien Bonds as required by the provisions of any Ordinance authorizing the issuance of Senior Lien Bonds. Any such Senior Lien Rebate Account shall be deposited in a separate bank account in a bank or banks designated by the Authorized Officer pursuant to a depository agreement. The amount so to be held available shall be determined from time to time by the City pursuant to the Ordinances authorizing the various series of Senior Lien Bonds.

Amounts in such Senior Lien Rebate Accounts shall be used at the direction of the Authorized Officer to make rebate payments to the United States of America.

(d) Second Lien Bonds Account. There is established in the Second Lien Bonds Account with respect to any 2006 Bonds, to the extent issued as Second Lien Bonds, a separate and segregated 2006 Second Lien Bonds Subaccount. There is also established in the Second Lien Bonds Account, with respect to any 2007 Bonds, to the extent issued as Second Lien Bonds, a separate and segregated 2007 Second Lien Bonds Subaccount. There may be established by any Ordinances authorizing the issuance of any series of Second Lien Parity Bonds one or more other Subaccounts in the Second Lien Bonds Account with respect to one or more series of such Second Lien Parity Bonds. On the Business Day immediately preceding each January 1 and July 1, there shall be transferred to the Second Lien Bonds Account, the amount required by the 2006 Bonds Indenture to the extent 2006 Bonds are issued as Second Lien Bonds, the amount required by the 2007 Bonds Indenture to the extent the 2007 Bonds are issued as Second Lien Bonds, and the amount required by any Ordinance authorizing the

issuance of Second Lien Parity Bonds to be deposited in the Second Lien Bonds Account on such date without priority one over the other, as to any Subaccounts within the Second Lien Bonds Account, the amount to be so deposited specified in a certificate of the Authorized Officer. The monies in the various Subaccounts of the Second Lien Bonds Account shall be transferred by the Authorized Officer on the date so deposited in such various Subaccounts to the appropriate paying agents or trustees for the related series of Second Lien Bonds for the purpose of paying such amounts as may be required to be paid by the Ordinances and related indentures authorizing such Second Lien Bonds, including amounts owed with respect to any Interest Rate Hedge Agreements for such Second Lien Bonds.

(e) Sewer Rate Stabilization Account. In any year the City may withdraw any amounts from the Sewer Rate Stabilization Account and use those amounts for paying any expenses or obligations of the Sewer System, including, without limitation, any Operation and Maintenance Costs, deposits in the Bond Principal and Interest Account, deposits in the Bond Debt Service Reserve Account, deposits when due in the Second Lien Bonds Account (but only if and to the extent no amounts are required to be deposited in the Bond Principal and Interest Account and the Bond Debt Service Reserve Account), the costs related to any Interest Rate Hedge Agreements or other similar arrangements entered into pursuant to the Ordinances authorizing the issuance of the Outstanding Senior Lien Bonds, the Outstanding Second Lien Bonds, the 2006 Bonds or the 2007 Bonds, in that order of priority, or any cost of repairs, replacements, renewals, improvements, equipment or extensions to the Sewer System. The Sewer Rate Stabilization Account shall be used to make all required deposits in the Bond Principal and Interest Account and the Bond Debt Service Reserve Account when no other funds are available for that purpose. Any Net Revenues remaining in any period and not required for transfer to the Bond Principal and Interest Account, the Bond Debt Service Reserve Account, any Senior Lien Rebate Account or the Second Lien Bonds Account may be transferred to the Sewer Rate Stabilization Account at any time upon the direction of the Authorized Officer.

SECTION 2.3 Deficiencies; Excess. In the event of a deficiency in any Fiscal Year in the Bond Principal and Interest Account, the Bond Debt Service Reserve Account, any Senior Lien Rebate Account or the Second Lien Bonds Account, the amount of such deficiency shall be included in the amount to be transferred from the Sewer Revenue Fund and deposited into such account during the next twelve (12) month period or succeeding Fiscal Year, as required by this Ordinance.

Whenever the balance in the Bond Debt Service Reserve Account or any Senior Lien Rebate Account exceeds the amount required to be on deposit in that Account, such excess may be transferred to the Sewer Revenue Fund, provided that no such transfers shall be made when any debt service payments on outstanding obligations of the City that are payable by their terms from the revenues of the Sewer System are past due. Any funds that remain in the Sewer Revenue Fund at the end of any Fiscal Year shall be retained in the Sewer Revenue Fund and shall be available for appropriation for any proper purpose of the Sewer System.

SECTION 2.4 Investments. Funds in the Accounts established as provided in Section 2.2 of this Ordinance shall be invested in Permitted Investments. All amounts in the Bond Debt Service Reserve Account and each Senior Lien Rebate Account shall be invested in Permitted Investments that are held separate and distinct from those of any other Funds or Account. Investments shall be scheduled to mature before needed for the respective purposes of each of such Accounts. All Investment Earnings on any such Accounts so invested as provided in this Section 2.4 shall be credited to the Sewer Revenue Fund and shall be considered Gross Revenues provided that earnings on the investment of amounts on deposit in the Senior Lien Rebate Accounts shall not be Investment Earnings, shall not be considered Gross Revenues, and shall be retained in the respective Senior Lien Rebate Accounts except to the extent no longer required for rebate purposes.

For purposes of determining whether sufficient cash and investments are on deposit in such Accounts under the terms and requirements of this Ordinance, investments shall be valued at cost or market price, whichever is lower, on or about December 31 in each year.

Article III.

Details Of The 2006 Bonds And The 2007 Bonds.

SECTION 3.1 Principal Amount, Designation, Sources Of Payment. The City is authorized to borrow money for the purposes specified in Section 3.2 of this Ordinance and in evidence of its obligation to repay the borrowing is authorized to issue the 2006 Bonds and the 2007 Bonds in one or more separate series in an aggregate principal amount not to exceed One Hundred Seventy-five Million Dollars (\$175,000,000) plus an additional amount equal to the amount of original issue discount (not to exceed ten percent (10%) of the aggregate principal amount of such series of 2006 Bonds or 2007 Bonds) used in the marketing of the 2006 Bonds of a series. The 2006 Bonds shall be issued pursuant to one or more 2006 Bonds Indentures. The 2006 Bonds shall be designated "Wastewater Transmission Revenue Bonds, Project and Refunding Series 2006" or such other designation as shall be set forth in the applicable Determination Certificate, which shall recognize the lien status of the 2006 Bonds. The 2007 Bonds shall be issued pursuant to the 2007 Bond Indenture. The 2007 Bonds shall be designated "Wastewater Transmission Revenue Refunding Bonds, Series 2007" or such other designation as shall be set forth in the applicable Determination Certificate, which shall recognize the lien status of the 2007 Bonds. If the 2006 Bonds and/or the 2007 Bonds are issued (i) in more than one series, each series shall be appropriately designated to indicate the order of its issuance and lien status or (ii) for fewer than all of the purposes authorized in Section 3.2 of this Ordinance, each series may be

appropriately designated to indicate the purpose or purposes for which such series is issued. The 2006 Bonds and the 2007 Bonds shall be limited obligations of the City having a claim for payment of principal, redemption premium and interest, to the extent issued as Second Lien Bonds, solely, with respect to the Series 2006 Bonds, from amounts in the 2006 Second Lien Bonds Subaccount of the Second Lien Bonds Account, and solely, with respect to the Series 2007 Bonds, from amounts in the 2007 Second Lien Bonds Subaccount of the Second Lien Bonds Account, the sources pledged under the respective Bonds Indenture, and, together with the Outstanding Second Lien Bonds and any Second Lien Parity Bonds, from Bond Revenues and from amounts on deposit in the Second Lien Construction Accounts, if any. The 2006 Bonds and the 2007 Bonds shall not constitute an indebtedness of the City within the meaning of any constitutional or statutory provisions or limitations as to indebtedness and shall have no claim to be paid from taxes of the City. Each 2006 Bond and each 2007 Bond shall contain a statement to that effect. A lien on and security interest in Second Lien Bond Revenues, and amounts in the applicable Second Lien Bonds Account, and the applicable Construction Accounts is granted to the Owners of the 2006 Bonds Outstanding and the 2007 Bonds Outstanding, respectively, from time to time in accordance with the lien status of those Bonds, subject to amounts in those Accounts being deposited, credited and expended as provided in this Ordinance.

SECTION 3.2 Purposes. (a) The borrowing and issuance of the 2006 Bonds authorized in Section 3.1 of this Ordinance shall be for the purposes of (i) paying Project Costs, (ii) providing funds to refund in advance of maturity such portion of the Outstanding Bonds as shall be determined by the Authorized Officer pursuant to Section 3.4 of this Ordinance, (iii) funding capitalized interest on the 2006 Bonds, (iv) paying Costs of Issuance and costs of acquiring one or more Debt Service Reserve Account Credit Instruments or any Interest Rate Hedge Agreement for the 2006 Bonds, (v) making a deposit in the Debt Service Reserve Account, if any, established under a 2006 Bonds Indenture or any Interest Rate Hedge Agreement and (vi) providing for any discount on the 2006 Bonds.

(b) The borrowing and issuance of the 2007 Bonds authorized in Section 3.1 of this Ordinance shall be for purposes of (i) providing funds to refund in advance of maturity such portion of the Outstanding Bonds as shall be determined by the Authorized Officer pursuant to Section 3.4 of this Ordinance, (ii) paying Costs of Issuance and costs of acquiring one or more Debt Service Revenue Account Credit Instruments for the 2007 Bonds, (iii) making a deposit in the Debt Service Revenue Account, if any, established under a 2007 Bonds Indenture or (iv) providing for any discount on the 2007 Bonds.

SECTION 3.3 Approval Of 2006 Bonds Indenture, 2007 Bonds Indenture Bond Provisions. (a) The forms of 2006 Bonds Indenture attached to this Ordinance as Exhibits A and B are approved in all respects. The form of 2006 Bonds Indenture attached to this Ordinance as Exhibit A shall be used for 2006 Bonds and the 2007 Bonds (with appropriate revisions) initially issued bearing

interest at a fixed rate to maturity and the form of 2006 Bonds Indenture attached to this Ordinance as Exhibit B shall be used for 2006 Bonds initially issued bearing interest at a variable interest rate or rates. The Authorized Officer is authorized, with respect to the initial series of 2006 Bonds, to execute and deliver one or more 2006 Bonds Indentures in substantially the form attached to this Ordinance as Exhibit A or B, and is authorized with respect to the initial series of 2007 Bonds, to execute and deliver the 2007 Bonds Indenture in substantially the form attached to this Ordinance as Exhibit A, in each case, for and on behalf of the City, and the Clerk is authorized to attest the same and to affix to the same the corporate seal of the City or a facsimile of such corporate seal. The Authorized Officer is further authorized with respect to any series of 2006 Bonds or 2007 Bonds issued subsequent to the initial series of 2006 Bonds, or 2007, respectively, to execute and deliver a 2006 Bonds Indenture and a 2007 Bonds Indenture in substantially the form attached to this Ordinance as Exhibit A and is authorized, with respect to any series of 2006 Bonds having a variable interest rate or rates, to execute one or more 2006 Bond Indentures in substantially the form attached to this Ordinance as Exhibit B. The 2006 Bonds Indenture and the 2007 Bonds Indenture may contain such changes and revisions consistent with the purposes and intent of this Ordinance, including such changes and revisions as shall be necessary in connection with the refunding of any Outstanding Bonds and such changes and revisions to the defined terms contained in Section 1.3 hereof, as shall be approved by the Authorized Officer, the execution and delivery of such 2006 Bonds Indenture and the 2007 Bonds Indenture to constitute conclusive evidence of the City Council's approval of any and such changes or revisions in such instruments. The 2006 Bonds Indenture and the 2007 Bonds Indenture shall set forth such covenants with respect to the imposition of Sewer System rates, the issuance of Parity Bonds, the application of funds in the Sewer Revenue Fund and the applicable Accounts and other matters relating to the 2006 Bonds, the 2007 Bonds and the security therefor, including the lien status of the 2006 Bonds and the 2007 Bonds, as shall be deemed necessary by the Authorized Officer in connection with the sale of any series of 2006 Bonds and the 2007 Bonds, provided that such covenants are not inconsistent with the terms of this Ordinance.

(b) The 2006 Bonds may be issued bearing interest at (i) a fixed interest rate or rates, including Capital Appreciation 2006 Bonds, as more fully set forth in the form of 2006 Bonds Indenture attached to this Ordinance as Exhibit A or (ii) a variable interest rate or rates as more fully set forth in the form of 2006 Bonds Indenture attached to this Ordinance as Exhibit B, including but not limited to variable interest rates that are reset daily or weekly or at other specified intervals as set forth in Exhibit B by the remarketing agent, and variable interest rates commonly referred to as "flexible" or "commercial paper" rates, in which specified bonds bear interest at rates that differ from the rates borne by other bonds and have different accrual and mandatory tender and purchase provisions, and may be secured as to principal, purchase price and interest by one or more Credit Facilities. Any 2006 Bonds that initially bear interest at a variable rate may thereafter bear such other interest rate or rates as may be established in accordance with the provisions of the

applicable 2006 Bonds Indenture. The 2007 Bonds may be issued in one or more series bearing interest at a fixed rate or rates, as more fully set forth in the form of 2006 Bonds Indenture attached to this Ordinance as Exhibit A (with appropriate revisions to reflect the terms of the 2007 Bonds).

(c) The 2006 Bonds shall mature not later than January 1, 2037 and the 2007 Bonds shall mature not later than January 1, 2038, and shall bear interest until the City's obligation with respect to the payment of the principal amount thereof shall be discharged, payable as provided in the 2006 Bonds Indenture or the 2007 Bonds Indenture, respectively, at a rate or rates not in excess of the lesser of twenty percent (20%) per annum or, so long as such 2006 Bonds are secured by a Credit Facility, the maximum interest rate with respect to such 2006 Bonds used for purposes of calculating the stated amount of such Credit Facility. Each series of 2006 Bonds and 2007 Bonds may be subject to mandatory and optional redemption and, the 2006 Bonds may be subject to demand purchase or mandatory purchase provisions prior to maturity, upon the terms and conditions set forth in the 2006 Bonds Indenture or the 2007 Bonds Indenture, respectively.

(d) Each 2006 Bond shall be issued in fully registered form and in the denominations set forth in the 2006 Bonds Indenture; and shall be dated and numbered and further designated and identified as provided in the 2006 Bonds Indenture. Each 2007 Bond shall be issued in fully registered form in the denomination set forth in the 2007 Bonds Indenture; and shall be dated and numbered and further designated and identified in the 2007 Bonds Indenture.

(e) Principal of, redemption premium, if any, and interest on the 2006 Bonds and the 2007 Bonds, respectively, shall be payable as provided in the 2006 Bonds Indenture and the 2007 Bonds Indenture, respectively.

(f) Subject to the limitations set forth in Section 3.1 and in this section, authority is delegated to the Authorized Officer to determine the aggregate principal amount of 2006 Bonds and the 2007 Bonds to be issued, the date thereof, the maturities thereof, any provisions for optional redemption thereof (which optional redemption shall be at redemption prices not exceeding one hundred five percent (105%) of the principal amount of the 2006 Bonds and the 2007 Bonds to be so redeemed), the schedule of sinking fund payments to be applied to the mandatory redemption thereof (which mandatory) redemption shall be at a redemption price equal to the principal amount of each 2006 Bond or 2007 Bond to be redeemed, without premium, plus accrued interest), the rate or rates of interest payable thereon or method or methods for determining such rate or rates (including Capital Appreciation 2006 Bonds), the first interest payment date thereof and the lien status of each series of 2006 Bonds and the 2007 Bonds.

SECTION 3.4 Determination By Authorized Officer As To Borrowing For The Projects And Refunding Of Outstanding Bonds. Upon the sale of the 2006 Bonds, the Authorized Officer shall determine the amount to be borrowed for Project

Costs, the amount to be borrowed to provide for the refunding of the Outstanding Bonds and the maturities of the Outstanding Bonds to be refunded and such determination shall be set forth in the Determination Certificate.

SECTION 3.5 Sale Of 2006 Bonds And 2007 Bonds. (a) The Authorized Officer is authorized to execute on behalf of the City, with the concurrence of the Chairman of the Committee on Finance of the City Council, one or more Bond Purchase Agreements (or, in the case of the 2007 Bonds, Forward Purchase Agreements) for the sale by the City of the 2006 Bonds and the 2007 Bonds of a series to the Initial Purchasers selected by the Authorized Officer pursuant to a negotiated sale on such terms as the Authorized Officer may deem to be in the best interests of the City, as provided in this Ordinance. Such terms include, without limitation, the aggregate principal amount of the 2006 Bonds and 2007 Bonds of such series, the amount of any original issue discount, the maturities of the 2006 Bonds and 2007 Bonds of such series, the issuance of such 2006 Bonds and 2007 Bonds as serial bonds, as term bonds subject to mandatory sinking fund redemption, as Capital Appreciation 2006 Bonds or in any combination of serial bonds, term bonds or Capital Appreciation 2006 Bonds, the numbering of 2006 Bonds or 2007 Bonds, the interest rate or rates or interest rate determination method or methods (including the method by which and rate at which the Compound Accreted Value of Capital Appreciation 2006 Bonds shall be established) for such 2006 Bonds and 2007 Bonds and the redemption terms applicable to such 2006 Bonds and 2007 Bonds, and the lien status of each series of 2006 Bonds and 2007 Bonds, all as provided in and subject to the limitations expressed in this Article III. The purchase price of the 2006 Bonds and 2007 Bonds of a series shall not be less than ninety-eight percent (98%) of the original principal amount of such 2006 Bonds and 2007 Bonds plus any accrued interest on such 2006 Bonds and 2007 Bonds (other than Capital Appreciation 2006 Bonds) from their date to the date of their delivery and less any original issue discount on the 2006 Bonds and on the 2007 Bonds. The Bond Purchase Agreement shall be in substantially the form previously used for similar financings as of the City with appropriate revisions to reflect the terms and provisions of the 2006 Bonds and such other revisions in text as the Authorized Officer shall determine are desirable or necessary in connection with the sale of the 2006 Bonds. The form of the Forward Purchase Agreement, attached to this Ordinance as Exhibit C, is approved in all respects. The form of Forward Purchase Agreement attached as Exhibit C shall be used for the 2007 Bonds. The Authorized Officer is authorized to execute and deliver a Forward Purchase Agreement in substantially the form attached to this Ordinance as Exhibit C for and on behalf of the City with appropriate revisions to reflect the terms and provisions of the 2007 Bonds and such other revisions in the text as the Authorized Officer shall determine are desirable or necessary in connection with the sale of the 2007 Bonds. The Authorized Officer may in the applicable Determination Certificate make such changes to the terms of the 2006 Bonds and 2007 Bonds of each series from those provided in this Ordinance as he or she shall determine but that shall result in the 2006 Bonds and 2007 Bonds having substantially the terms and being in substantially the form provided by this Ordinance.

(b) The Authorized Officer also is authorized to select the 2006 Bonds Trustee and the 2007 Bonds Trustee. The Authorized Officer is further authorized to take the actions and execute and deliver the documents and instruments specified in this Ordinance. The 2006 Bonds and the 2007 Bonds shall be then duly prepared and executed in the form and manner provided in this Ordinance and delivered to the Initial Purchasers in accordance with the terms of sale.

(c) The Authorized Officer is authorized to cause to be prepared and delivered to prospective purchasers of the 2006 Bonds or 2007 Bonds of a series one or more Preliminary Official Statements or other disclosure documents, as shall be approved by the Authorized Officer, that shall be in substantially the forms previously used for similar financings of the City with appropriate revisions to reflect the terms and provisions of the 2006 Bonds or 2007 Bonds of such series and to describe accurately the current condition of the Sewer System and the parties to the financing. Upon sale of the 2006 Bonds or 2007 Bonds of a series, the Authorized Officer is authorized to cause a final Official Statement or other disclosure document to be prepared, executed and (i) delivered to the Initial Purchasers and (ii) filed with the Office of the City Clerk directed to the City Council.

(d) The Authorized Officer is hereby authorized to enter into one or more remarketing agreements pertaining to the remarketing of the 2006 Bonds issued bearing interest at a variable rate with a remarketing agent to be designated therein. Any remarketing agreement shall be in substantially the form of the remarketing agreements previously entered into by the City in connection with the sale of variable rate bonds or notes, but with such revisions in text as the Authorized Officer shall determine are necessary or desirable, the execution thereof by the Authorized Officer to evidence the City Council's approval of all such revisions. The annual fee paid to any remarketing agent shall not exceed one-half of one percent (.50%) of the average principal amount of the 2006 Bonds subject to such remarketing agreement outstanding during such annual period. Upon the conversion of any 2006 Bonds to bear interest at a fixed rate, the remarketing agent's fee shall not exceed one percent (1%) of the principal amount of the 2006 Bonds being remarketed as fixed rate 2006 Bonds. The final form of remarketing agreement to be entered into by the City with respect to any Series 2006 Bonds shall be attached to the applicable Determination Certificate.

(e) The Authorized Officer is hereby also authorized to obtain one or more Credit Facilities with one or more financial institutions with respect to the 2006 Bonds. The Authorized Officer is hereby authorized to enter into a reimbursement agreement and to execute and issue a promissory note in connection with the provision of each Credit Facility. Any Credit Facility and any reimbursement agreement shall be in substantially the form of the credit facilities and reimbursement agreements previously entered into by the City in connection with the sale of variable rate bonds or notes, but with such revisions in text as the Authorized Officer shall determine are necessary or desirable, the execution thereof by the Authorized Officer to evidence the City Council's approval of all such revisions. The annual fee paid to any financial institution that provides a Credit Facility shall not exceed one percent (1%) of the average principal amount of such

2006 Bonds outstanding during such annual period. The final form of reimbursement agreement entered into by the City with respect to the 2006 Bonds of a series shall be attached to the applicable Determination Certificate. The interest rate payable on any promissory note shall not exceed twenty percent (20%) per annum and the maturity thereof shall not be greater than the longest maturity of the related series of 2006 Bonds. The obligations of the City under each reimbursement agreement and under each promissory note do not now and shall never constitute an indebtedness or a loan of credit of the City, or a charge against its general credit or taxing powers, within the making of any constitutional or statutory limitation of the State of Illinois. Such obligations shall be limited obligations of the City payable only from Net Revenues Available for Bonds on a parity with the related series of 2006 Bonds. The Authorized Officer is hereby authorized to execute and deliver each such reimbursement agreement, under the seal of the City affixed and attached by the Clerk.

(f) Upon a finding by the Authorized Officer that the purchase of municipal bond insurance for the 2006 Bonds or the 2007 Bonds of a series is likely to facilitate the marketing and sale of such 2006 Bonds or 2007 Bonds and permit completion of such sale in a timely fashion, and that such insurance is available at an acceptable premium, the Authorized Officer is authorized to cause the City to purchase a policy of municipal bond insurance for such 2006 Bonds or 2007 Bonds, payable from amounts received upon the sale of such 2006 Bonds or 2007 Bonds or from available funds in the Sewer Revenue Fund, and to execute any related agreements with the provider of such municipal bond insurance. Such policy shall be provided by a bond insurance company or association approved by the Authorized Officer. In addition, upon a finding by the Authorized Officer that the purchase of a Debt Service Reserve Account Credit Instrument is appropriate, and that such Debt Service Reserve Account Credit Instrument is available at an acceptable cost, the Authorized Officer is authorized to cause the City to obtain a Debt Service Reserve Account Credit Instrument to satisfy the Debt Service Reserve Requirement for the 2006 Bonds or 2007 Bonds of a series, the cost of which shall be payable from amounts received upon the sale of such 2006 Bonds or 2007 Bonds or from available funds in the Sewer Revenue Fund, and to execute a Debt Service Reserve Reimbursement Agreement and any related agreements with the Debt Service Reserve Provider of such Debt Service Reserve Account Credit Instrument. The Authorized Officer may on behalf of the City make necessary covenants with respect to any municipal bond insurance or Debt Service Reserve Account Credit Instrument consistent with this Ordinance.

(g) Subsequent to each such sale, the Authorized Officer shall file in the Office of the City Clerk, directed to the City Council (i) a Determination Certificate setting forth, or referring to the 2006 Bonds Indenture or 2007 Bonds Indenture, respectively, filed pursuant to clause (iv), below, to evidence (A) the terms of sale of the 2006 Bonds or 2007 Bonds of a series, (B) the interest rate or rates or interest rate determination method or methods for such 2006 Bonds or 2007 Bonds, if any, (C) the identities of the 2006 Bonds Trustee, the 2007 Bonds Trustee, the Initial Purchasers and any remarketing agent, (D) designating any Capital Appreciation 2006 Bonds, (E) setting forth the method by which and rate at which the Compound

Accreted Value of Capital Appreciation 2006 Bonds shall be established, (F) identifying the specific amounts and maturities of the Outstanding Bonds to be refunded with proceeds of the 2006 Bonds or the 2007 Bonds, respectively, of such series (the "Refunded Bonds"), (G) the date or dates on and price or prices at which the Refunded Bonds are to be redeemed, (H) setting forth the amount of any original issue discount, (I) any arrangements made for a Credit Facility, municipal bond insurance or Debt Service Reserve Account Credit Instrument, including any covenants made by the City with respect thereto, (J) the lien status of each series of 2006 Bonds and 2007 Bonds and (K) the determination made pursuant to Section 3.4 of this Ordinance with respect to the amounts to be borrowed for Project Costs and to provide for the refunding of the Refunded Bonds; (ii) an executed copy of the Bond Purchase Agreement or Forward Purchase Agreement, as the case may be, reflecting concurrence of the Chairman of the Committee on Finance of the City Council in the determinations made by the Authorized Officer as to the terms of sale of the 2006 Bonds and 2007 Bonds of such series; (iii) the final Official Statement of the City or other disclosure document as provided in Section 3.5(c) above with respect to the 2006 Bonds; and (iv) the 2006 Bonds Indenture and the 2007 Bonds Indenture, if applicable, authorizing such series in the form to be executed and delivered by the City.

(h) The 2006 Bonds and the 2007 Bonds may be issued in either certificated or book-entry form as determined by the Authorized Officer. In connection with the issuance of any 2006 Bonds and 2007 Bonds issued in book-entry form, the Authorized Officer is authorized to select the book-entry depository and to execute and deliver a representation letter to the book-entry depository.

(i) The Mayor or the Authorized Officer is authorized to execute and deliver a Continuing Disclosure Undertaking with respect to each series of the 2006 Bonds or 2007 Bonds (the "Continuing Disclosure Undertaking") evidencing the City's agreement to comply with the requirements of Section (b)(5) of Rule 15c2-12 (the "Rule") adopted by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934 in a form approved by the Corporation Counsel if required by the Rule. Upon its execution and delivery on behalf of the City as herein provided, each Continuing Disclosure Undertaking shall be binding upon the City and the officers, employees and agents of the City are authorized to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Continuing Disclosure Undertaking as executed. The Authorized Officer is further authorized to amend each Continuing Disclosure Undertaking in accordance with its terms from time to time following its execution and delivery as said officer shall deem necessary. Notwithstanding any other provision of this Ordinance, the sole remedies for failure to comply with any Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any 2006 Bond or 2007 Bond to seek mandamus or specific performance by court order to cause the City to comply with its obligations under any Continuing Disclosure Undertaking. No failure by the City to comply with the Continuing Disclosure Undertaking shall constitute a default under this Ordinance, the 2006 Bonds Indenture, the 2007 Bonds Indenture, the 2006 Bonds or the 2007 Bonds.

SECTION 3.6 Interest Rate Hedge Agreements. The Mayor or the Authorized Officer is authorized to execute and deliver from time to time one or more Interest Rate Hedge Agreements with counterparties selected by the Authorized Officer, the purpose of which is to limit, reduce or manage the City's interest rate exposure with respect to any 2006 Bonds, to establish an interest rate or interest rates or range of interest rates for the 2006 Bonds prior to the execution of the Bond Purchase Agreement or to insure, protect or preserve its investments from any loss (including, without limitation, loss caused by fluctuations in interest rates, markets or in securities). The stated aggregate notional amount under all such agreements authorized under this Ordinance shall not exceed the principal amount of 2006 Bonds issued (net of Offsetting Transactions entered into by the City). Any such agreement to the extent practicable shall be in substantially the form of either the Local Currency -- Single Jurisdiction version or the Multicurrency -- Cross Border version of the 1992 I.S.D.A. Master Agreement accompanied by the United States Municipal Counterparty Schedule published by the International Swap Dealers Association (the "I.S.D.A.") or any successor form to either published by I.S.D.A., and in the appropriate confirmations of transactions governed by that agreement, with such insertions, completions and modifications of such agreement as shall be approved by the officer of the City executing the same, his or her execution to constitute conclusive evidence of the City Council's approval of such insertions, completions and modifications of such agreement. Amounts payable by the City under any such agreement shall be payable only from the 2006 Bonds Subaccount of the Bonds Account of the same lien status of the 2006 Bonds subject to such agreement, or the Sewer Rate Stabilization Account if the 2006 Bonds are not issued. Such amounts shall not constitute "indebtedness" of the City for which its full faith and credit is pledged or for any other purpose. Any amounts received by the City pursuant to any agreements or options described in this Section 3.6 are authorized to be expended for any purpose for which proceeds of the 2006 Bonds are authorized to be expended and for the payment or prepayment of any Outstanding Bonds or Outstanding Subordinate Lien Obligations. Nothing contained in this Section 3.6 shall limit or restrict the authority of the Mayor or the Authorized Officer to enter into similar agreements pursuant to prior or subsequent authorization of the City Council.

Article IV.

*Construction Account; Escrow Account For Refunded
Bonds; Operation Of Sewer Revenue Fund
Accounts When No Senior Lien Bonds
Are Outstanding.*

SECTION 4.1 Construction Account; Establishment; Deposit Of Funds; Uses.
(a) The City shall establish a separate account in the Sewer Revenue Fund

designated the "Construction Account: 2006 Second Lien Bonds", to the extent 2006 Bonds are issued as Second Lien Bonds.

(b) The proceeds of sale of the 2006 Bonds of a series described in the Determination Certificate as being issued for the purposes set forth in paragraph (c), below, and as required by the 2006 Bonds Indenture, shall be deposited to the credit of the Construction Account: 2006 Second Lien Bonds. This account shall be held in a separate account by a Depository. Funds in the Construction Account: 2006 Second Lien Bonds shall be invested by the Depository at the direction of the Authorized Officer in Permitted Investments, provided that such investments shall be scheduled to mature before the moneys invested are needed to pay Project Costs, including Costs of Issuance and any capitalized interest. All interest received on or profits derived from such investments shall remain in the Construction Account: 2006 Second Lien Bonds until disbursed as provided in paragraph (c) below.

(c) Disbursements shall be made from the Construction Account: 2006 Second Lien Bonds from time to time for the purpose of paying Project Costs, including Costs of issuance and paying capitalized interest on the 2006 Bonds. The money received from the 2006 Bonds and deposited in the Construction Account: 2006 Second Lien Bonds shall be used to provide funds for all or any part of the Projects. The Projects for which disbursements may be made from the Construction Account: 2006 Second Lien Bonds may be amended from time to time by the Budget Director or an Authorized Officer to provide for the efficient operation of the Sewer System.

Within sixty (60) days after completion of the Projects and the payment of all Project Costs, any funds remaining in the Construction Account: 2006 Second Lien Bonds shall be transmitted by the Depository to the City for transfer to any Debt Service Reserve Account established under any 2006 Bonds Indenture for a series of 2006 Bonds of the same lien status, or, if such account is not required to be funded, to the Sewer Revenue Fund, provided that no such transfer shall be made to any Debt Service Reserve Account if the sum of (i) the proceeds of the 2006 Bonds of such series previously deposited in such Debt Service Reserve Account, other than from the Construction Account: 2006 Second Lien Bonds and (ii) the total amount of funds previously transferred and to be transferred from the Construction Account: 2006 Second Lien Bonds to such Debt Service Reserve Account exceeds ten percent (10%) of the proceeds of such series of 2006 Bonds.

SECTION 4.2 Escrow For Refunded Bonds. If the Authorized Officer determines to proceed with the refunding of a portion of the Outstanding Bonds as authorized by this Ordinance, the City shall establish one or more escrow accounts (each, an "Escrow Account") for the defeasance of the respective series of the Refunded Bonds with an escrow agent selected by the Authorized Officer or, if deemed necessary by the Authorized Officer, the paying agents for the Refunded

Bonds of each such series, as escrow agent (each, an "Escrow Agent"). From the amounts received upon the sale of the 2006 Bonds or the 2007 Bonds, as set forth in the Determination Certificate, the City shall make an irrevocable deposit into each Escrow Account of an amount sufficient to purchase investment obligations and to deposit cash that shall be sufficient to defease the Refunded Bonds to be so refunded, as provided in the ordinances or trust indentures authorizing each series of Refunded Bonds to be so refunded. The City shall enter into an escrow agreement with each such Escrow Agent (each, an "Escrow Agreement") in a form as shall be determined by the Authorized Officer. The Authorized Officer is authorized to execute and deliver each Escrow Agreement on behalf of the City. The City, by entering into the Escrow Agreement, shall irrevocably determine to call for redemption each such Refunded Bond to be refunded at its earliest optional redemption date, to the extent deemed by the Authorized Officer to be in the best financial interests of the City. In connection with the execution of each Escrow Agreement, the Authorized Officer is authorized to execute and deliver, or to direct the Escrow Agent to execute and deliver, agreements providing for the investment or reinvestment of funds held in the Escrow Account.

SECTION 4.3 Operation Of Sewer Revenue Fund Accounts When No Senior Lien Bonds Are Outstanding. From and after such time as no Senior Lien Bonds are Outstanding, the following Accounts of the Sewer Revenue Fund shall cease to exist: the Bond Principal and Interest Account, the Bond Debt Service Reserve Account, the Senior Lien Construction Accounts and any accounts established in respect of Senior Lien Parity Bonds in the Sewer Revenue Fund; amounts in such accounts shall remain part of the Sewer Revenue Fund. The Sewer Revenue Fund, the Sewer Rate Stabilization Account, the Second Lien Bonds Account, the Subordinate Lien Obligations Account, the Second Lien Construction Accounts, the Subordinate Lien Construction Accounts, and any accounts or subaccounts established in the Sewer Revenue Fund in respect of Second Lien Parity Bonds or Subordinate Lien Obligations by this Ordinance and ordinances authorizing the issuance of Second Lien Parity Bonds or Subordinate Lien Obligations shall continue to exist notwithstanding the discharge of the Senior Lien Bonds, and deposits shall be made to and withdrawals made from the Sewer Revenue Fund and the accounts and subaccounts described in this sentence as if the accounts and subaccounts in the Sewer Revenue Fund described in the immediately preceding sentence had never existed.

Article V.

General Provisions.

SECTION 5.1 Authority. This Ordinance is adopted pursuant to the powers of

the City as a home rule unit under Article VII Section 6(a) of the Constitution. The appropriate officers of the City are authorized to take such actions and do such things as shall be necessary to perform, carry out, give effect to and consummate the transactions contemplated by this Ordinance, the 2006 Bonds and the 2007 Bonds, including, but not limited to, the exercise following the delivery date of any of the 2006 Bonds or the 2007 Bonds of any power or authority delegated to such official of the City under this Ordinance with respect to the 2006 Bonds or the 2007 Bonds upon the initial issuance thereof, but subject to any limitations on or restrictions of such power or authority as herein set forth.

SECTION 5.2 Authorized Signatures. The Mayor, the Clerk and the Authorized Officer may each designate another to act as their respective proxies and to affix their respective signatures to the 2006 Bonds and 2007 Bonds, whether in temporary or definitive form, and any other instrument, certificate or document required to be signed by the Mayor, the Clerk or the Authorized Officer pursuant to this Ordinance and any instrument, certificate or document required by this Ordinance. In such case, by each shall send to the City Council written notice of the person so designated by each, such notice stating the name of the person so selected and identifying the instruments, certificates and documents which such person shall be authorized to sign as proxy for the Mayor, the Clerk and the Authorized Officer, respectively, executed by the person so designated underneath, shall be attached to each notice. Each notice, with the signatures attached, shall be recorded in the *Journal of the Proceedings of the City Council of the City of Chicago* and filed with the Clerk. When the signature of the Mayor, the Clerk or the Authorized Officer is placed on an instrument, certificate or document at the direction of the Mayor, the Clerk or the Authorized Officer, as the case may be, in the specified manner, the same, in all respects, shall be as binding on the City as if signed by the Mayor, the Clerk or the Authorized Officer in person, as the case may be.

SECTION 5.3 Conflict. To the extent that any ordinance, resolution, provision of the Municipal Code, rule or order, or part thereof, is in conflict with or is inconsistent with the provisions of this Ordinance, the provisions of this Ordinance shall be controlling. No provision of the Municipal Code or violation of any provision of the Municipal Code shall be deemed to impair the validity of this Ordinance or the instruments authorized by this Ordinance, including the 2006 Bonds, the 2006 Bonds Indenture, the 2007 Bonds and the 2007 Bonds Indenture, or to impair the rights of the owners of the 2006 Bonds or the 2007 Bonds to receive payment of the principal of, premium, if any or interest on those Bonds or to impair the security for any such Bonds; provided further that the foregoing shall not be deemed to affect the availability of any other remedy or penalty for any violation of any provision of the Municipal Code.

SECTION 5.4 Severability. If any provision of this Ordinance shall be held invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the other remaining provisions of this Ordinance.

SECTION 5.5 Registered Owner Remedy. Any Registered Owner of a 2006 Bond or a 2007 Bond may proceed by civil action to compel performance of all duties required by this Ordinance, including the establishment and collection of sufficient fees, charges and rates for services supplied by the Sewer System, and the application of the Gross Revenues as provided by this Ordinance.

SECTION 5.6 Contract. The provisions of this Ordinance shall constitute a contract between the City and the Registered Owners of the 2006 Bonds and the 2007 Bonds, and no changes, additions or alterations of any kind shall be made to that contract except as provided in this ordinance and in any 2006 Bonds Indenture, so long as any 2006 Bonds are Outstanding or in the 2007 Bonds Indenture, so long as any 2007 Bonds are Outstanding.

SECTION 5.7 Appropriation. The provisions of this Ordinance constitute an appropriation of the amounts received upon the sale of the 2006 Bonds and the 2007 Bonds for the purposes specified in Section 3.2 of this Ordinance and an appropriation of the Net Revenues Available for Bonds, including the Investment Earnings on accounts and subaccounts as provided herein, for deposit in the various accounts established as provided by Section 2.2 of this Ordinance and for payment of principal of, redemption premium, if any, and interest on the 2006 Bonds or the 2007 Bonds and for other payments required to be made by the City pursuant to the documents, agreements and instruments authorized herein, all as provided in this Ordinance.

SECTION 5.8 Headings. Any headings preceding the texts of the several articles and sections of this ordinance shall be solely for convenience of reference and shall not constitute a part of this Ordinance nor shall they affect its meaning, construction or effect.

SECTION 5.9 Effectiveness. This Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

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

*Exhibit "A".
(To Ordinance)*

Trust Indenture

From

City Of Chicago

To

[Trustee]

As Trustee

Securing

\$ _____

City Of Chicago

Second Lien Wastewater Transmission

Revenue Refunding Bonds

Series 2006B

Dated As Of _____ 1, 2006.

TRUST INDENTURE

THIS TRUST INDENTURE (this "*Indenture*") dated as of _____ 1, 2006, is from the CITY OF CHICAGO (the "*City*"), a municipal corporation and home rule unit of local government organized and existing under the Constitution and laws of the State of Illinois, to [TRUSTEE], an Illinois banking corporation with trust powers, having its principal corporate trust office in the City of Chicago, Illinois, as trustee (said corporation, and any successor or successors as trustee under this Indenture, being referred to in this Indenture as the "*Trustee*").

RECITALS

The City is a duly constituted and existing municipality within the meaning of Section 1 of Article VII of the 1970 Constitution of the State of Illinois (the "Constitution"), and is a "home rule unit" under Section 6(a) of Article VII of the Constitution.

The City has constructed and is maintaining and operating the Sewer System (as defined below) to meet the needs of the City's inhabitants and other users of the Sewer System. The Sewer System is operated under the supervision and control of the Department of Sewers of the City.

Pursuant to such authority to issue Senior Lien Bonds, the City has heretofore issued its Outstanding Series 1993 Senior Lien Bonds, Outstanding Series 1995 Senior Lien Bonds and Outstanding Series 1998 Senior Lien Bonds (each as defined below and collectively, the "*Outstanding Senior Lien Bonds*").

The City has heretofore issued its Outstanding Series 1998 Second Lien Bonds, Outstanding Series 2000 Second Lien Bonds, Outstanding Series 2001 Second Lien Bonds, Outstanding Series 2001A Second Lien Bonds, Outstanding Series 2004 Second Lien Bonds (each as defined below and collectively, the "*Outstanding Second Lien Bonds*" and, collectively with the Outstanding Senior Lien Bonds, the "Outstanding Bonds") with a claim for payment solely from Second Lien Bond Revenues (as defined below) of the Sewer System. The City has also previously adopted the Series 2006 Bond Ordinance authorizing the issuance of the Series 2006A Second Lien Bonds which are being issued simultaneously with the 2006B Second Lien Bonds, defined below.

The City has determined to refund in advance of maturity and defease the Refunded Bonds, as defined below. The estimated cost of refunding the Refunded Bonds exceeds \$_____. The City does not have available funds sufficient to provide for the refunding of the Refunding Bonds.

Pursuant to an ordinance duly adopted by the City Council on _____, 2006 (the "*Series 2006 Bond Ordinance*"), the City has determined to authorize the issuance of its Second Lien Wastewater Transmission Revenue Refunding Bonds, Series 2006B (the "*2006B Second Lien Bonds*") for the purposes of (i) refunding a portion of the Refunded Bonds, (ii) paying Costs of Issuance of the 2006B Second Lien Bonds, including costs of acquiring a Debt Service Reserve Account Credit Instrument and an Insurance Policy (as defined below), and (iii) providing for premium on the 2006B Second Lien Bonds.

Simultaneously with the issuance of the 2006B Second Lien Bonds, pursuant to the Series 2006 Bond Ordinance, the City has determined to issue its Second Lien Wastewater Transmission Variable Rate Revenue Bonds, Series 2006A (the "*Series 2006A Second Lien Bonds*," and, together with the 2006B Second Lien Bonds, the "*2006 Second Lien Bonds*") on a

parity with the 2006B Second Lien Bonds for the purpose of (i) paying Project Costs, (ii) refunding a portion of certain Outstanding Senior Lien Bonds and Second Lien Bonds (the "Refunded Bonds"), and (iii) paying Costs of Issuance of the Series 2006A Second Lien Bonds, including costs of acquiring a debt service reserve account credit instrument, the premium for a bond insurance policy and certain costs relating to a liquidity facility.

Pursuant to the Series 2006 Bond Ordinance, the City has authorized the issuance and sale of the 2006 Second Lien Bonds in an aggregate principal amount of not to exceed \$175,000,000.

The aggregate amount of the Series 2006A Second Lien Bonds and the 2006B Second Lien Bonds does not exceed that amount.

The 2006B Second Lien Bonds will have a claim for payment solely from Second Lien Bond Revenues (as defined below) and the other sources pledged under this Indenture and shall be valid claims of their registered owners only against the funds and assets and other money held by the Trustee with respect to the 2006B Second Lien Bonds and, together with other Second Lien Bonds, against Second Lien Bond Revenues and amounts on deposit in the Second Lien Construction Accounts (as defined below).

The Insurer (as defined below) has issued the Insurance Policy (as defined below) insuring the payment of the principal of and interest on the 2006B Second Lien Bonds, as provided therein.

The execution and delivery of the 2006B Second Lien Bonds and this Indenture have in all respects been duly authorized. All things necessary to make the 2006B Second Lien Bonds, when executed by the City and authenticated by the Trustee, the valid and binding legal obligations of the City and to make this Indenture a valid and binding agreement, have been done.

GRANTING CLAUSE

The City, in consideration of the premises and the acceptance by the Trustee of the trusts hereby created and of the purchase and acceptance of the 2006B Second Lien Bonds by their Owners, and of the sum of one dollar lawful money of the United States of America, duly paid by the Trustee to the City at or before the execution and delivery of these presents, and for other good and valuable consideration, the receipt of which is acknowledged, in order to secure the payment of the principal of and interest on the 2006B Second Lien Bonds according to their tenor and effect, and to secure the performance and observance by the City of all the covenants expressed or implied herein and in the 2006B Second Lien Bonds, assigns and grants a security interest in and to the following (the "*Trust Estate*") to the Trustee, and its successors in trust and assigns forever, for the securing of the performance of the obligations of the City hereinafter set forth:

GRANTING CLAUSE FIRST

All right, title and interest of the City in and to the Second Lien Bond Revenues and the amounts on deposit in the Second Lien Construction Accounts; provided that the pledge and assignment of such Second Lien Bond Revenues and amounts on deposit in the Second Lien Construction Accounts shall rank *pari passu* with any pledge and assignment made by the City to secure the Series 1998 Second Lien Bonds, the Series 2000 Second Lien Bonds, the Series 2001 Second Lien Bonds, the Series 2001A Second Lien Bonds, the Series 2004 Second Lien Bonds and the Series 2006 Second Lien Bonds and any Second Lien Parity Bonds (as defined below), in the manner and to the extent described in Section 2.2 hereof.

GRANTING CLAUSE SECOND

All moneys and securities from time to time held by the Trustee under the terms of this Indenture, except moneys and securities held in the Escrow Account established under the Escrow Agreement (as defined below).

GRANTING CLAUSE THIRD

Any and all other property, rights and interest of every kind and nature from time to time hereafter by delivery or by writing of any kind granted, bargained, sold, alienated, demised, released, conveyed, assigned, transferred, mortgaged, pledged, hypothecated or otherwise subjected hereto, as and for additional security hereunder by the City or by any other person on its behalf or with its written consent to the Trustee, and the Trustee is hereby authorized to receive any and all property thereof at any time and all times and to hold and apply the same subject to the terms hereof.

TO HAVE AND TO HOLD all and singular the Trust Estate, whether now owned or hereafter acquired, unto the Trustee and its successors in said trust and assigns forever;

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth for the equal and proportionate benefit, security and protection of all present and future owners of the 2006B Second Lien Bonds without privilege, priority or distinction as to the lien or otherwise of any of the foregoing over any other of the foregoing except to the extent herein or in this Indenture otherwise specifically provided;

PROVIDED that if the City, its successors or assigns, shall well and truly pay, or cause to be paid, the principal of and interest on the 2006B Second Lien Bonds due or to become due thereon, at the times and in the manner set forth therein according to the true intent and meaning thereof, and shall cause the payments to be made on the 2006B Second Lien Bonds as required under Article V hereof, or shall provide, as permitted hereby, for the payment thereof and shall well and truly cause to be kept, performed and observed all of its covenants and conditions pursuant to the terms of this Indenture, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof, then upon the final payment thereof this Indenture and the rights hereby granted shall cease, determine and be void; otherwise this Indenture shall remain in full force and effect; and it is expressly declared, that all 2006B Second Lien Bonds issued and secured hereunder are to be issued, authenticated and delivered and all said property, rights and interests and any other

amounts hereby assigned and pledged are to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as herein expressed, and the City has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective Owners of the 2006B Second Lien Bonds, as follows:

ARTICLE I

DEFINITIONS; CONSTRUCTION

Section 1.1. Definitions. Terms defined in the Series 2006 Bond Ordinance are used with the same meanings in this Indenture, unless the context clearly requires otherwise. The terms defined in this Section shall, for all purposes of this Indenture, have the meanings specified in this Indenture, unless the context clearly requires otherwise.

“Aggregate Second Lien Debt Service” means, as of any particular date of computation and with respect to a particular Fiscal Year or other specified 12-month period, an amount of money equal to the aggregate of the amounts of Annual Second Lien Debt Service with respect to such Fiscal Year or other specified 12-month period for the Second Lien Bonds of all series.

“Aggregate Senior Lien Debt Service” means, as of any particular date of computation and with respect to a particular Fiscal Year or other specified 12-month period, an amount of money equal to the aggregate of the amounts of Annual Senior Lien Debt Service with respect to such Fiscal Year or other specified 12-month period for the Senior Lien Bonds of all series.

“Annual Second Lien Debt Service” means, as of any particular date of computation and with respect to a particular Fiscal Year or other specified 12-month period for Second Lien Bonds of a particular series, an amount of money equal to the sum of (a) all interest payable during such Fiscal Year or other specified 12-month period on all Second Lien Bonds of said series Outstanding on said date of computation and (b) all Principal Installments payable during such Fiscal Year or other specified 12-month period with respect to all Second Lien Bonds of said series Outstanding on said date of computation, all calculated on the assumption that such Second Lien Bonds will after said date of computation cease to be Outstanding by reason, but only by reason, of the payment when due and application in accordance with the ordinances and trust indentures creating such series of Second Lien Bonds of Principal Installments payable at or after said date of computation. For purposes of computing the interest payable on any Variable Rate Bonds constituting Second Lien Bonds in any future Fiscal Year or other specified future 12-month period, the rate of interest shall be assumed to equal the highest monthly average rate of interest paid with respect to such Variable Rate Bonds during the 12 months preceding the date of such calculation, plus 0.5 percent, or if such Variable Rate Bonds were not Outstanding during the entire 12-month period preceding the date of calculation, the highest monthly average rate of interest paid with respect to comparable debt obligations having a comparable interest rate determination method, interest rate period and rating during such 12-month period, plus 0.5 percent. In the event the City has entered into an Interest Rate Hedge Agreement with respect to any Second Lien Bonds, the interest payable on such Second Lien Bonds shall be deemed to be the sum of (i) the amount payable under the Interest Rate Hedge Agreement for the years in which the Interest Rate Hedge Agreement is in effect, plus (ii) the difference between the amount paid as interest on such Second Lien Bonds and the amount received by the City pursuant to the Interest Rate Hedge Agreement (but not less than zero). If the City is to pay a variable rate

pursuant to the Interest Rate Hedge Agreement, the variable rate calculation shall be made in the same manner as for Variable Rate Bonds. Amounts deposited in the Principal and Interest Account pursuant to Section 5.5 hereof, or similar provisions in any trust indenture or ordinance securing Second Lien Bonds, and capitalized or funded interest from proceeds of Second Lien Bonds and used only to pay interest on such Second Lien Bonds, shall be credited against Annual Second Lien Debt Service.

"Annual Senior Lien Debt Service" means, as of any particular date of computation and with respect to a particular Fiscal Year or other specified 12-month period for Senior Lien Bonds of a particular series, an amount of money equal to the sum of (a) all interest payable during such Fiscal Year or other specified 12-month period on all Senior Lien Bonds of said series Outstanding on said date of computation and (b) all Principal Installments payable during such Fiscal Year or other specified 12-month period with respect to all Senior Lien Bonds of said series Outstanding on said date of computation, all calculated on the assumption that Senior Lien Bonds will after said date of computation cease to be Outstanding by reason, but only by reason, of the payment when due and application in accordance with the Senior Lien Bond Ordinances of Principal Installments payable at or after said date of computation. For purposes of computing the interest payable on any Variable Rate Bonds constituting Senior Lien Bonds in any future Fiscal Year or other specified future 12-month period, the rate of interest shall be assumed to equal the highest monthly average rate of interest paid with respect to such Variable Rate Bonds during the 12 months preceding the date of such calculation, plus 0.5 percent, or if such Variable Rate Bonds were not Outstanding during the entire 12-month period preceding the date of calculation, the highest monthly average rate of interest paid with respect to comparable debt obligations having a comparable interest rate determination method, interest rate period and rating during such 12-month period, plus 0.5 percent. In the event the City has entered into an Interest Rate Hedge Agreement with respect to any Senior Lien Bonds, the interest payable on such Senior Lien Bonds shall be deemed to be the sum of (i) the amount payable under the Interest Rate Hedge Agreement for the years in which the Interest Rate Hedge Agreement is in effect, plus (ii) the difference between the amount paid as interest on such Second Lien Bonds and the amount received by the City pursuant to the Interest Rate Hedge Agreement (but not less than zero). If the City is to pay a variable rate pursuant to the Interest Rate Hedge Agreement, the variable rate calculation shall be made in the same manner as for Variable Rate Bonds.

"Authorized Denomination" means \$5,000 or any integral multiple of \$5,000 thereof.

"Authorized Officer" means the City Comptroller of the City, or if the City Comptroller so determines and designates, the Chief Financial Officer.

"Beneficial Owner" means the owner of a beneficial interest in 2006B Second Lien Bonds registered in the name of Cede & Co., as nominee of DTC (or a successor securities depository or nominee for either of them).

"Bond Counsel" means one or more firms of nationally recognized bond counsel designated by the Corporation Counsel of the City.

"Bondholder" or *"Owner"* means the person in whose name any 2006B Second Lien Bond is registered on the registration books of the City kept by the Trustee.

"Business Day" means any day of the year on which banks located in the city in which is located the Principal Office of the Trustee are not required or authorized to remain closed and on which the New York Stock Exchange is not closed.

"Chief Financial Officer" means the person designated by the Mayor as the City's Chief Financial Officer, or if no such designation has been made or if such position is vacant, the City Comptroller of the City.

"City" means the City of Chicago.

"City Council" means the City Council of the City.

"Code" means the Internal Revenue Code of 1986, as amended.

"Construction Account: 2006B Second Lien Bonds" means the separate account of that name in the Sewer Revenue Fund established pursuant to Section 4.1 of the Series 2006 Bond Ordinance.

"Costs of Issuance" means all fees and costs incurred by the City relating to the issuance of the 2006B Second Lien Bonds, including, without limitation, printing costs, the Trustee's initial fees and charges, financial advisory fees, engineering fees, legal fees, accounting fees, the costs related to any Interest Rate Hedge Agreements entered into pursuant to Section 3.6 of the Series 2006 Bond Ordinance, the cost of any premiums for financial guaranty insurance to insure the 2006B Second Lien Bonds, the cost of providing any Debt Service Reserve Account Credit Instrument or other credit facilities with respect to the 2006B Second Lien Bonds, and the cost of any related services with respect to the 2006B Second Lien Bonds.

"Debt Service Requirement" means, in any Fiscal Year, the principal of and interest on any Outstanding 2006B Second Lien Bonds required to be paid in that Fiscal Year.

"Debt Service Reserve Account" means the account of that name established in the 2006B Second Lien Bonds Revenue Fund as described in Section 5.4 of this Indenture.

"Debt Service Reserve Account Credit Instrument" means a noncancelable insurance policy, a noncancelable surety bond or an irrevocable letter of credit which may be delivered to the Trustee in lieu of or in partial substitution for cash or securities required to be on deposit in the Debt Service Reserve Account. In the case of an insurance policy or surety bond, the company providing the insurance policy or surety bond shall be an insurer which, at the time of issuance of the insurance policy or surety bond, has been assigned a credit rating which is within one of the two highest ratings accorded insurers by at least two Rating Agencies, without regard to any refinement or gradation of rating category by numerical modifier or otherwise. Letters of credit shall be issued by a banking institution which has, or the parent of which has, or the holding corporation of which it is the principal bank has, at the time of issuance of the letter of credit, a credit rating on its long-term unsecured debt within one of the two highest rating categories from at least two Rating Agencies, without regard to any refinement or gradation of rating category by numerical modifier or otherwise. Unless any letter of credit or surety bond is rated in the highest long-term rating category by S&P or Moody's, Insurer approval is required. The insurance policy, surety bond or letter of credit shall grant to the City the right to receive

payment for the purposes for which the Debt Service Reserve Account may be used or for deposit in that Account and shall be irrevocable during its term.

"Debt Service Reserve Requirement" means, as of any date of computation, an amount equal to the least of (i) the highest future Debt Service Requirement of all 2006B Second Lien Bonds in any Fiscal Year including the Fiscal Year in which the date of computation falls; (ii) 10 percent of the original principal amount of the 2006B Second Lien Bonds; or (iii) 125 percent of the average annual Debt Service Requirement on the 2006B Second Lien Bonds.

"Defeasance Obligations" means (i) cash, (ii) U.S. Treasury (the *"Treasury"*) Certificates, Notes and Bonds (including State and Local Government Series), (iii) direct obligations of the Treasury which have been stripped by the Treasury itself, CATS, TIGRS and similar securities, (iv) pre-refunded municipal bonds rated "Aaa" by Moody's and "AAA" by S&P; provided, however, if the issue is only rated by S&P, then the pre-refunded bonds must have been pre-refunded with cash, direct U.S. or U.S. guaranteed obligations, or "AAA" rated pre-refunded municipals, (v) the interest component of REFCORP strips which have been stripped by request to the Federal Reserve Bank of New York in book entry form, (vi) obligations issued by the following agencies which are backed by the full faith and credit of the U.S.: U.S. Export-Import Bank (Eximbank) (direct obligations or fully guaranteed certificates of beneficial ownership), Farmers Home Administration (FmHA) (certificates of beneficial ownership), Federal Financing Bank, General Services Administration (participation certificates), U.S. Maritime Administration (guaranteed Title XI financing), U.S. Department of Housing and Urban Development (HUD) (Project Notes, Local Authority Bonds, New Communities Debentures - U.S. government guaranteed debentures), and U.S. Public Housing Notes and Bonds - U.S. government guaranteed public housing notes and bonds, or (vii) any other investment approved by the Insurer; provided that Defeasance Obligations described in (iii) and (vii) above shall not be used without the consent of S&P if the City seeks to have the defeasance escrow rated by S&P.

"Determination Certificate" means the Certificate of the Authorized Officer with respect to the 2006B Second Lien Bonds of a series filed with the office of the City Clerk, addressed to the City Council as provided in Section 3.5(h) of the Series 2006 Bond Ordinance.

"DTC" means The Depository Trust Company, New York, New York.

"Escrow Agent" means the Series 1993 Escrow Agent, Series 1995 Escrow Agent, the Series 2000 Escrow Agent, the Series 2001A Escrow Agent and the Series 2004 Escrow Agent].

"Escrow Agreement" means, collectively, the Series 1993 Escrow Agreement, the Series 1995 Escrow Agreement, the Series 2000 Escrow Agreement, the Series 2001A Escrow Agreement and the Series 2004 Escrow Agreement].

"Fiscal Year" means the period beginning January 1 and ending December 31 of any year.

"Government Obligations" means securities that are obligations described in clauses (a) and (b) of the definition of Permitted Investments.

“*Gross Revenues*” means all income and receipts from any source which under generally accepted accounting principles are properly recognized as being derived from the operation of the Sewer System, including without limitation (a) charges imposed for sewer service and usage, (b) charges imposed for inspections and permits for connection to the Sewer System, (c) grants (excluding grants received for capital projects) and (d) Investment Earnings.

“*Indenture*” means this Trust Indenture as amended or supplemented in accordance with the terms of this Indenture.

“*Insurance Policy*” means the financial guaranty insurance policy issued by the Insurer insuring the payment when due of the principal of and interest on the 2006B Second Lien Bonds as provided therein.

“*Insurer*” means _____, a _____ insurance company, and its successors and assigns and any surviving, resulting or transferee corporation.

“*Interest Payment Date*” means January 1 and July 1 of each year, commencing _____ 1, 2007.

“*Interest Rate Hedge Agreement*” means an interest rate exchange, hedge or similar agreement, expressly identified in the Determination Certificate as being entered into in order to hedge or manage the interest payable on all or a portion of the 2006B Second Lien Bonds, which agreement may include, without limitation, an interest rate swap, a forward or futures contract or an option (e.g., a call, put, cap, floor or collar) and which agreement does not constitute an obligation to repay money borrowed, credit extended or the equivalent thereof. Obligations of the City under an Interest Rate Hedge Agreement shall not constitute indebtedness of the City for which its full faith and credit are pledged or for any other purpose.

“*Investment Earnings*” means interest plus net profits and less net losses derived from investments made with any portion of the Gross Revenues or with any money in the accounts in the Sewer Revenue Fund (other than the rebate accounts for the Senior Lien Bonds and Second Lien Bonds) specified in Section 2.2 of the Series 2006 Bond Ordinance. Investment Earnings do not include interest or earnings on investments of the Construction Accounts.

“*Net Revenues*” means that portion of the Gross Revenues remaining in any period after providing sufficient funds for Operation and Maintenance Costs.

“*Net Revenues Available for Bonds*” means that portion of the Net Revenues remaining in any period, minus any amounts deposited during that period in the Sewer Rate Stabilization Account as provided in Section 2.2 of the Series 2006 Bond Ordinance (other than amounts transferred to that Account upon the issuance of any Senior Lien Parity Bonds) and plus the amounts withdrawn during that period from that Account.

“*Notice by Mail*” means a written notice mailed by first class mail to Bondholders at their addresses as shown on the registration books kept pursuant to Section 2.10 of this Indenture.

“Operation and Maintenance Costs” means all expenses reasonably incurred by the City in connection with the operation, maintenance, renewal, replacement and repair of the Sewer System, that under generally accepted accounting principles are properly chargeable to the Sewer System and not capitalized, including, without limitation, salaries, wages, taxes, contracts for services, costs of materials and supplies, purchase of power, fuel, insurance, reasonable repairs and extensions necessary to render efficient service, the costs related to any Interest Rate Hedge Agreements entered into pursuant to Section 3.6 of the Series 2006 Bond Ordinance, trustee’s and paying agents’ fees and all incidental expenses, but excluding any provision for depreciation or for interest on Senior Lien Bonds, Second Lien Bonds or other obligations for borrowed money payable from the Net Revenues Available for Bonds.

“Opinion of Bond Counsel” means a written opinion of Bond Counsel.

“Outstanding” means, when used with reference to any series of Second Lien Bonds, all of such obligations that are outstanding and unpaid, provided that such term does not include:

(a) Second Lien Bonds canceled at or prior to such date or delivered to or acquired by the trustee or paying agent for such Second Lien Bonds at or prior to such date for cancellation;

(b) matured or redeemed Second Lien Bonds which have not been presented for payment in accordance with the provisions of the trust indenture or ordinance authorizing such series of Second Lien Bonds and for the payment of which the City has deposited funds with the trustee or paying agent for such Second Lien Bonds;

(c) Second Lien Bonds for which the City has provided for payment by depositing in an irrevocable trust or escrow, cash or Defeasance Obligations, in each case, the maturing principal of and interest on which will be sufficient to pay at maturity, or if called for redemption on the applicable redemption date, the principal of, redemption premium, if any, and interest on such Second Lien Bonds;

(d) Second Lien Bonds in lieu of or in exchange or substitution for which other Second Lien Bonds shall have been authenticated and delivered pursuant to the trust indenture or ordinance authorizing such series of Second Lien Bonds; and

(e) Second Lien Bonds owned by the City.

When used with respect to Senior Lien Bonds, *“Outstanding”* shall have the meaning ascribed to such term in the respective Senior Lien Bond Ordinances.

“Permitted Investments” means any of the following:

(a) direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America;

(b) trust receipts or other certificates of ownership evidencing an ownership interest in the principal of or interest on, or both principal of and interest on, obligations described in clause (a) of this definition, which obligations are held in trust by a bank

described in clause (d) of this definition, provided that such bank holds such obligations separate and segregated from all other funds and accounts of the City and of such bank and that a perfected first security interest under the Illinois Uniform Commercial Code, or under book entry procedures prescribed at 31 C.F.R. 306.0 et seq. or 31 C.F.R. 350.0 et seq. (or other similar book entry procedures similarly prescribed by federal law or regulations adopted after the date of this Indenture), has been created in such obligations for the benefit of the applicable account in the Sewer Revenue Fund or, to the extent permitted, in any irrevocable trust or escrow established to make provision for the payment and discharge of the indebtedness on any 2006B Second Lien Bonds or other obligations that are payable from Net Revenues Available for Bonds;

(c) obligations of Fannie Mae, Federal Home Loan Mortgage Corporation or of any agency or instrumentality of the United States of America now existing or created after the issuance and delivery of the 2006B Second Lien Bonds, including but not limited to the United States Postal Service, the Government National Mortgage Association and the Federal Financing Bank;

(d) negotiable or non-negotiable time deposits evidenced (i) by certificates of deposit issued by any bank, trust company, national banking association or savings and loan association that has capital of not less than \$100,000,000 or (ii) by certificates of deposit that are continuously and fully insured by any agency of the United States of America, or an insurer that, at the time of issuance of the policy securing such deposits, has been assigned a credit rating on its long-term unsecured debt within one of the two highest rating categories, without regard to any refinement or gradation of rating category by numerical modifier or otherwise, from at least two Rating Agencies;

(e) repurchase agreements with banks described in clause (d) of this definition or with government bond dealers reporting to, trading with, and recognized as primary dealers by a Federal Reserve Bank, provided (i) that the underlying securities are obligations described in clauses (a) or (c) of this definition and are required to be continuously maintained at a market value not less than the amount so invested, (ii) the City has received an opinion of counsel to the effect that a custodian for the City has possession of the underlying securities as collateral and has a perfected first security interest in the collateral, and (iii) the collateral is in the opinion of such counsel free and clear of claims by third parties;

(f) obligations of any state of the United States of America or any political subdivision of a state or any agency or instrumentality of a state or political subdivision that are, at the time of purchase, rated by at least two Rating Agencies in one of their two highest respective long-term rating categories, without regard to any refinement or gradation of rating category by numerical modifier or otherwise (if not rated by at least two Rating Agencies then a rating by one Rating Agency shall be sufficient) for comparable types of debt obligations;

(g) bonds, notes, debentures or other evidences of indebtedness issued or guaranteed by any corporation that are, at the time of purchase, rated by at least two Rating Agencies in their highest long-term rating category, without regard to any refinement or gradation of rating category by numerical modifier or otherwise (if not

rated by at least two Rating Agencies then a rating by one Rating Agency shall be sufficient). for comparable types of debt obligations;

(h) repurchase agreements and investment agreements with any bank, trust company, national banking association (which may include the Trustee or a Depository), insurance company or any other financial institution that at the date of the agreement has an outstanding, unsecured, uninsured and unguaranteed debt issue rated by at least two Rating Agencies in their three highest long-term rating categories, without regard to any refinement or gradation of rating category by numerical modifier or otherwise (if not rated by at least two Rating Agencies, then a rating by one Rating Agency shall be sufficient), or if such institution is not so rated, that the agreement is secured by such securities as are described in clauses (a) through (d) above, inclusive, having a market value at all times (exclusive of accrued interest, other than accrued interest paid in connection with the purchase of such securities) at least equal to the principal amount invested pursuant to the agreement, provided that (i) a custodian for the City (which custodian is not the entity with which the City has the repurchase or investment agreement) has a perfected first security interest in the collateral and the City has received an opinion of counsel to that effect, (ii) the custodian or an agent of the custodian (which agent is not the entity with which the City has the repurchase or investment agreement) has possession of the collateral, and (iii) such obligations are in the opinion of such counsel free and clear of claims by third parties;

(i) prime commercial paper of a corporation incorporated under the laws of any state of the United States of America, rated by at least one Rating Agency in its highest short-term rating category, without regard to any refinement or gradation of rating category by numerical modifier or otherwise;

(j) certificates of deposit of national banks that are either fully collateralized at least 110 percent by marketable U.S. government securities marked to market at least monthly or secured by a corporate surety bond issued by an insurance company licensed to do business in Illinois and having a claims-paying rating in the top rating category without regard to any refinement or gradation of rating categories by numerical modifier or otherwise as rated by a Rating Agency and maintaining such rating during the term of such investment;

(k) shares of a money market fund registered under the Investment Company Act of 1940, whose shares are registered under the Securities Act of 1933;

(l) Defeasance Obligations to the extent not included in (a) through (k) above; and

(m) any other investment approved by the Insurer.

"Principal and Interest Account" means the account of that name in the 2006B Second Lien Bonds Revenue Fund as described in Section 5.4(b) of this Indenture.

"Principal Installment" means:

(a) as of any particular date of computation and with respect to Senior Lien Bonds of a particular series, an amount of money equal to the aggregate of (i) the principal amount of Outstanding Senior Lien Bonds of said series which mature on a single future date, reduced by the aggregate principal amount of such Outstanding Senior Lien Bonds which would at or before said future date be retired by reason of the payment when due and application in accordance with the Senior Lien Bond Ordinance authorizing the issuance of each series of Senior Lien Bonds of Sinking Fund Payments payable at or before said future date for the retirement of such Outstanding Senior Lien Bonds, plus (ii) the amount of any Sinking Fund Payments payable on said future date for the retirement of any Outstanding Senior Lien Bonds of such series, and for all purposes of this Indenture, said future date shall be deemed to be the date when such Principal Installment is payable and the date of such Principal Installment; and

(b) as of any particular date of computation and with respect to Second Lien Bonds of a particular series, an amount of money equal to the aggregate of (i) the principal amount of Outstanding Second Lien Bonds of said series which mature on a single future date, reduced by the aggregate principal amount of such Outstanding Second Lien Bonds which would at or before said future date be retired by reason of the payment when due and the application in accordance with this Indenture, with respect to the 2006B Second Lien Bonds, or the ordinance or trust indenture creating any series of Second Lien Parity Bonds, of Sinking Fund Payments payable at or before said future date for the retirement of such Outstanding Second Lien Bonds, plus (ii) the amount of any Sinking Fund Payments payable on said future date for the retirement of such Outstanding Second Lien Bonds, and for all purposes hereof, said future date shall be deemed to be the date when such Principal Installment is payable and the date of such Principal Installment.

"Principal Office" means, with respect to the Trustee, its principal office in Chicago, Illinois.

"Project Costs" means the cost of acquiring, constructing and equipping the Projects, including without limitation, acquisition of necessary interests in property, engineering fees or costs of the City, restoration costs, legal fees or costs of the City and Costs of Issuance.

"Projects" means the program of improvement, extension and rehabilitation of the Sewer System consisting of the construction and acquisition of flood relief sewers, the rehabilitation and replacement of existing sewers, the expansion of operational facilities, the provision of any and all necessary facilities, services and equipment to protect and enhance the safety, integrity and security of the Sewer System.

"Rating Agency" means any nationally recognized securities rating agency.

"Record Date" means June 15 and December 15 of each year.

"Refunded Bonds" means, collectively, the Series 1993 Refunded Bonds, the Series 1995 Refunded Bonds, the Series 2000 Refunded Bonds, the Series 2001A Refunded Bonds and the Series 2004 Refunded Bonds].

"S&P " means Standard & Poor's, a division of The McGraw Hill Companies, Inc., a corporation organized and existing under the laws of the State of New York, its successors and assigns. and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "S&P" shall be deemed to refer to any other nationally recognized securities rating agency designated by the City by notice to the Trustee.

"*Second Lien Bond Revenues*" means any Net Revenues Available for Bonds deposited into the Second Lien Bonds Account pursuant to (i) the ordinances authorizing the Outstanding Second Lien Bonds, (ii) the Series 2006 Bond Ordinance, and (iii) the ordinances authorizing any Second Lien Parity Bonds.

"*Second Lien Bonds*" means the Series 1998 Second Lien Bonds, the Series 2000 Second Lien Bonds, the Series 2001 Second Lien Bonds, the Series 2001A Second Lien Bonds, the Series 2004 Second Lien Bonds, the Series 2006 Second Lien Bonds and the 2006B Second Lien Bonds and all Second Lien Parity Bonds.

"*Second Lien Bonds Account*" means the separate account of that name in the Sewer Revenue Fund established as provided in Section 2.2 of the Series 2006 Bond Ordinance.

"*Second Lien Construction Accounts*" means the Construction Account: 2006B Second Lien Bonds and the various accounts established for construction purposes by the ordinances authorizing the Series 1998 Second Lien Bonds, the Series 2000 Second Lien Bonds, the Series 2001 Second Lien Bonds, the 2001A Second Lien Bonds, the Series 2004 Second Lien Bonds, the Series 2006 Second Lien Bonds and any Second Lien Parity Bonds and any account established to pay Costs of Issuance of Second Lien Bonds.

"*Second Lien Parity Bonds*" means obligations, other than the Series 1998 Second Lien Bonds, the Series 2000 Second Lien Bonds, the Series 2001 Second Lien Bonds, the Series 2001A Second Lien Bonds, the Series 2004 Bonds, the Series 2006A Bonds and the Series 2006B Bonds the Series 2006A Bonds, the 2006B Second Lien Bonds, which are payable from Second Lien Bond Revenues on an equal and ratable basis with all other Outstanding Second Lien Bonds.

"*Senior Lien Bond Ordinances*" means the Series 1993 Bond Ordinance, the Series 1994 Bond Ordinance, the Series 1995 Bond Ordinance, Part B and, to the extent applicable, Parts A and D of the Series 1998 Bond Ordinance, Part B and, to the extent applicable, Parts A and D of the Series 2000 Bond Ordinance, and Part B, and, to the extent applicable, Parts A and D of the Series 2001A Bond Ordinance and ordinances of the City authorizing the issuance of Senior Lien Parity Bonds.

"*Senior Lien Bonds*" means the Series 1993 Senior Lien Bonds, the Series 1995 Senior Lien Bonds, the Series 1998 Senior Lien Bonds, and all Senior Lien Parity Bonds issued and outstanding pursuant to the Senior Lien Bond Ordinances.

"*Senior Lien Parity Bonds*" means obligations other than the Series 1993 Senior Lien Bonds, the Series 1995 Senior Lien Bonds, and the Series 1998 Senior Lien Bonds that may be issued after the issuance and delivery of the 2006B Second Lien Bonds that are payable from Net

Revenues Available for Bonds on an equal and ratable basis with all other Outstanding Senior Lien Bonds.

"Series 1993 Bond Ordinance" means the ordinance passed by the City Council of the City on February 10, 1993, as amended by the City Council on March 8, 1993, authorizing the issuance of the Series 1993 Senior Lien Bonds.

"Series 1995 Bond Ordinance" means the ordinance passed by the City Council of the City on November 8, 1995, authorizing the issuance of the Series 1995 Senior Lien Bonds.

"Series 1998 Bond Ordinance" means the ordinance passed by the City Council of the City on December 10, 1997, as amended by the City Council on February 5, 1998, authorizing the issuance of the Series 1998 Senior Lien Bonds and the Series 1998 Second Lien Bonds.

"Series 2000 Bond Ordinance" means the ordinance passed by the City Council of the City on November 17, 1999, authorizing the issuance of the Series 2000 Second Lien Bonds.

"Series 2001 Bond Ordinance" means the ordinance passed by the City Council of the City on March 7, 2001 authorizing the issuance of the 2001 Second Lien Bonds.

"Series 2001A Bond Ordinance" means the ordinance passed by the City Council of the City on October 31, 2001, authorizing the issuance of the Series 2001A Second Lien Bonds.

"Series 2004 Bond Ordinance" means the ordinance passed by the City Council of the City on May 26, 2004, authorizing the issuance of the Series 2004A Second Lien Bonds and the 2004B Second Lien Bonds.

"Series 2006 Bond Ordinance" means the ordinance passed by the City Council of the City on _____, 2006, authorizing the issuance of the Series 2006A Second Lien Bonds and the 2006B Second Lien Bonds.

[*"Series 1993 Escrow Agent"* means U.S. Bank National Association, as escrow agent under the Series 1993 Escrow Agreement, its successors and assigns.]

[*"Series 1995 Escrow Agent"* means J.P. Morgan Trust Company, National Association, as escrow agent under the Series 1995 Escrow Agreement, its successors and assigns.]

[*"Series 2000 Escrow Agent"* means Amalgamated Bank of Chicago, as escrow agent under the Series 2000 Escrow Agreement, its successors and assigns.]

[*"Series 2001A Escrow Agent"* means Amalgamated Bank of Chicago, as escrow agent under the Series 2001A Escrow Agreement, its successors and assigns.]

[*"Series 2004 Escrow Agent"* means Amalgamated Bank of Chicago, as escrow agent under the Series 2004 Escrow Agreement, its successors and assigns.]

[*"Series 1993 Escrow Agreement"* means the Escrow Agreement with respect to Series 1993 Refunded Bonds, dated as of _____ 1, 2006, between the City and the Series 1993 Escrow Agent, as authorized by Section 4.2 of the Series 2006 Bond Ordinance.]

["*Series 1995 Escrow Agreement*" means the Escrow Agreement with respect to Series 1995 Refunded Bonds, dated as of _____ 1, 2006, between the City and the Series 1995 Escrow Agent, as authorized by Section 4.2 of the Series 2007 Bond Ordinance.]

["*Series 2000 Escrow Agreement*" means the Escrow Agreement with respect to Series 2000 Refunded Bonds, dated as of _____ 1, 2004, between the City and the Series 2000 Escrow Agent, as authorized by Section 4.2 of the Series 2006 Bond Ordinance.]

["*Series 2001A Escrow Agreement*" means the Escrow Agreement with respect to Series 2001A Refunded Bonds, dated as of _____ 1, 2006, between the City and the Series 2001A Escrow Agent, as authorized by Section 4.2 of the Series 2006 Bond Ordinance.]

["*Series 2004 Escrow Agreement*" means the Escrow Agreement with respect to Series 2004A Refunded Bonds, dated as of _____, 2006, between the City and the Series 2004 Escrow Agent, or authorized by Section 4.2 of the Series 2006 Bond Ordinance.]

"*Series 1993 Indenture*" means the Trust Indenture dated as of March 1, 1993 from the City to U.S. Bank National Association, as successor trustee, providing for the issuance of the Series 1993 Senior Lien Bonds.

"*Series 1998 Indenture*" means the Trust Indenture dated as of March 1, 1998 from the City to U.S. Bank National Association, as trustee, providing for the issuance of the Series 1998 Second Lien Bonds.

"*Series 2000 Indenture*" means the Trust Indenture dated as of February 1, 2000 from the City to Amalgamated Bank of Chicago, as trustee, providing for the issuance of the Series 2000 Second Lien Bonds.

"*Series 2001 Indenture*" means the Trust Indenture dated as of December 1, 2001 from the City to Amalgamated Bank of Chicago, as trustee, providing for issuance of the Series 2001 Second Lien Bonds.

"*Series 2001A Indenture*" means the Trust Indenture dated as of December 1, 2001 from the City to Amalgamated Bank of Chicago, as trustee, providing for issuance of the Series 2001A Second Lien Bonds.

"*Series 2004 Indenture*" means, collectively, (i) the Trust Indenture dated as of July 1, 2004 from the City to Amalgamated Bank of Chicago, as trustee, providing for issuance of the Series 2004A Second Lien Bonds and (ii) the Trust Indenture, dated as of July 1, 2004, from the City to Amalgamated Bank of Chicago, as Trustee, providing for issuance of the Series 2004B Second Lien Bonds.

"*Series 2006A Indenture*" means the Trust Indenture dated as of _____ 1, 2006 from the City to [TRUSTEE], as Trustee, providing for the issuance of the Series 2006A Second Lien Bonds.

"*Series 2006B Indenture*" means the trust Indenture dated as of _____ 1, 2006 from the City to the Trustee, providing for the issuance of the Series 2006B Second Lien Bonds.

"*Series 2006 Indenture*" means, collectively, the Series 2006A Indenture and the Series 2006B Indenture.

["*Series 1993 Refunded Bonds*" means the Series 1993 Senior Lien Bonds maturing on January 1, 20__.]

["*Series 1995 Refunded Bonds*" means that portion of the Series 1995 Senior Lien Bonds maturing on January 1, 200__ in the principal amount of \$ _____ and on January 1, 20__ in the principal amount of \$ _____.]

["*Series 2000 Refunded Bonds*" means the Series 2000 Second Lien Bonds maturing on January 1, 200__ and January 1, 20__.]

["*Series 2001A Refunded Bonds*" means the Series 2001A Second Lien Bonds maturing on January 1, 200__, 20__, 2031 and 20__.]

["*Series 2004 Refunded Bonds*" means the Series 2004A Second Lien Bonds maturing on January 1, _____, _____, _____ and _____.]

"*Series 1998 Second Lien Bonds*" means the Second Lien Wastewater Transmission Revenue Bonds, Series 1998B, of the City authorized pursuant to the Series 1998 Bond Ordinance and issued pursuant to the Series 1998 Indenture.

"*Series 2000 Second Lien Bonds*" means the Second Lien Wastewater Transmission Revenue Bonds, Series 2000, of the City authorized pursuant to the Series 2000 Bond Ordinance and issued pursuant to the Series 2000 Indenture.

"*Series 2001 Second Lien Bonds*" means the Second Lien Wastewater Transmission Revenue Refunding Bonds, Series 2001 of the City authorized pursuant to the Series 2001 Bond Ordinance and issued pursuant to the Series 2001 Indenture.

"*Series 2001A Second Lien Bonds*" means the Second Lien Wastewater Transmission Revenue Bonds, Series 2001A of the City authorized pursuant to the Series 2001A Bond Ordinance and issued pursuant to the Series 2001A Indenture.

"*Series 2004 Second Lien Bonds*" means, collectively, the Series 2004A Second Lien Bonds and the Series 2004B Second Lien Bonds.

"*Series 2004A Second Lien Bonds*" means the Second Lien Wastewater Transmission Variable Rate Revenue Bonds, Series 2004A authorized by the Series 2004 Bond Ordinance, and issued pursuant to the Series 2004A Indenture.

"*Series 2004B Second Lien Bonds*" means the Second Lien Wastewater Transmission Revenue Refunding Bonds, Series 2004B authorized by the Series 2004 Bond Ordinance, and issued pursuant to the Series 2004B Indenture.

"*Series 2006 Second Lien Bonds*" means, collectively, the Series 2006A Second Lien Bonds and the Series 2006B Second Lien Bonds.

"Series 2006A Second Lien Bonds" means Second Lien Wastewater Transmission Variable Rate Revenue Bonds, Series 2006A.

"Series 1993 Senior Lien Bonds" means the Wastewater Transmission Revenue Bonds, Refunding Series 1993, of the City, authorized by to the Series 1993 Bond Ordinance and issued pursuant to the Series 1993 Indenture.

"Series 1995 Senior Lien Bonds" means the Wastewater Transmission Revenue Bonds, Series, of the City, authorized by and issued pursuant to the Series 1995 Bond Ordinance.

"Series 1998 Senior Lien Bonds" means the Wastewater Transmission Revenue Bonds, Refunding Series 1998A, of the City authorized by and issued pursuant to the Series 1998 Bond Ordinance.

"Sewer Rate Stabilization Account" means the separate account of that name previously established by the City in the Sewer Revenue Fund and described in Section 2.2 of the Series 2006 Bond Ordinance.

"Sewer Revenue Fund" means the separate fund designated the "Sewer Revenue Fund of the City of Chicago" previously established by the City pursuant to the Municipal Code and described in Section 2.1 of the Series 2006 Bond Ordinance.

"Sewer System" means all property, real, personal or otherwise, owned or to be owned by the City or under the control of the City and used for sewer and wastewater transmissions and any and all further extensions, improvements and additions to the Sewer System.

"Sinking Fund Payment" means:

(a) as of any particular date of determination and with respect to the Outstanding Senior Lien Bonds of any series, the amount required by a Senior Lien Bond Ordinance to be paid in any event by the City on a single future date for the retirement of Senior Lien Bonds of such series which mature after said future date, but does not include any amount payable by the City by reason only of the maturity on such future date of a Senior Lien Bond; and

(b) as of any particular date of determination and with respect to the Outstanding Second Lien Bonds of any series, the amount required by this Indenture with respect to the 2006B Second Lien Bonds, or the amounts required by any ordinance or trust indenture creating any other series of Second Lien Parity Bonds, to be paid in any event by the City on a single future date for the retirement of such Second Lien Bonds which mature after said future date, but does not include any amount payable by the City by reason only of the maturity on such future date of a Second Lien Bond.

"State" means the State of Illinois.

"Supplemental Indenture" means any indenture modifying, altering, amending, supplementing or confirming this Indenture duly entered into in accordance with the terms of this Indenture.

“*Surety Bond*” means the Debt Service Reserve Surety Bond issued by the Insurer guaranteeing certain payments into the Debt Service Reserve Account as provided therein and subject to the limitations set forth therein. The Surety Bond constitutes a Debt Service Reserve Account Credit Instrument.

“*Trustee*” means [TRUSTEE], as Trustee under this Indenture, and its successors and assigns.

“*2006B Second Lien Bonds*” means the Second Lien Wastewater Transmission Revenue Refunding Bonds, Series 2006B.

“*2006B Second Lien Bonds Revenue Fund*” means the Fund of that name created by Section 5.2 of this Indenture.

“*Undertaking*” means the City’s Continuing Disclosure Undertaking related to the 2004B Second Lien Bonds, as amended from time to time.

“*Variable Rate Bonds*” means any Second Lien Bonds or Senior Lien Bonds the interest rate on which is not established at the time of issuance thereof at a single numerical rate for the entire term thereof.

Section 1.2. Construction. This Indenture, except when the context by clear implication shall otherwise require, shall be construed and applied as follows:

(a) All words and terms importing the singular number shall where the context requires, import the plural number and vice versa.

(b) Pronouns include both singular and plural and cover all genders.

(c) Any percentage of 2006B Second Lien Bonds, for the purposes of this Indenture, shall be computed on the basis of the 2006B Second Lien Bonds Outstanding at the time the computation is made or is required to be made under this Indenture.

(d) Headings of sections in this Indenture are solely for convenience of reference and do not constitute a part of this Indenture and shall not affect the meaning, construction or effect of this Indenture.

(e) Unless expressly indicated otherwise, references to Articles or Sections shall be construed as references to Articles or Sections of this Indenture as originally executed.

ARTICLE II

THE 2006B SECOND LIEN BONDS

Section 2.1. Authorization of 2006B Second Lien Bonds; Purpose.

(a) No 2006B Second Lien Bonds may be issued under the provisions of this Indenture except in accordance with this Article. The 2006B Second Lien Bonds are being issued in the aggregate principal amount of \$_____.

(b) The 2006B Second Lien Bonds are authorized to be issued for the purposes of (i) refunding the Refunded Bonds, (ii) paying Costs of Issuance including costs of acquiring a Debt Service Reserve Account Credit and an Insurance Policy, and (iii) providing for premium on the 2006B Second Lien Bonds.

Section 2.2. Source of Payment; Pledge of Second Lien Bond Revenues and Other Moneys. The 2006B Second Lien Bonds are legal, valid and binding limited obligations of the City having a claim for payment of principal and interest solely from the moneys and securities held by the Trustee under the provisions of this Indenture and, together with any other Second Lien Bonds Outstanding, from Second Lien Bond Revenues and from amounts on deposit in the Second Lien Construction Accounts. The 2006B Second Lien Bonds and the interest on them do not constitute an indebtedness of the City within the meaning of any constitutional or statutory provision or limitation as to indebtedness and shall have no claim to be paid from taxes of the City. To secure the payment of the principal of and interest on, the 2006B Second Lien Bonds, the City pledges, assigns and grants to the Trustee a lien on and security interest in all funds and accounts held by the Trustee under this Indenture, and, together with any other Second Lien Bonds Outstanding, in the Second Lien Bond Revenues and the amounts on deposit in the Second Lien Construction Accounts, subject to the provisions of this Indenture requiring or permitting the payment, setting apart or appropriation of such amounts or to the purposes and on the terms, conditions, priorities and order set forth in or provided under this Indenture. This pledge, assignment and grant of a lien and security interest is valid and binding from and after the date of issuance of any 2006B Second Lien Bonds under this Indenture without any further physical delivery or further act; and is valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the City, irrespective of whether such parties have notice thereof. The claim of the 2006B Second Lien Bonds to Net Revenues Available for Bonds is junior and subordinate to the claim of the City's Outstanding Senior Lien Bonds.

Section 2.3. General Terms of 2006B Second Lien Bonds. The 2006B Second Lien Bonds shall be designated "City of Chicago Second Lien Wastewater Transmission Revenue Refunding Bonds, Series 2006B."

The 2006B Second Lien Bonds shall mature on January 1 of each of the following years and bear interest at the following interest rates per annum:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2007			2012		
2008			2013		
2009			2014		
2010			2015		
2011			2016		

Interest on the 2006B Second Lien Bonds shall be payable on January 1 and July 1 of each year, commencing January 1, 2007.

Section 2.4. Conditions Precedent to Issuance and Delivery of the 2006B Second Lien Bonds. Upon the execution and delivery of this Indenture, 2006B Second Lien Bonds shall be executed by the City and delivered to the Trustee and thereupon shall be authenticated by the Trustee and delivered to the Initial Purchasers, but only following the receipt by the Trustee of:

(a) an executed original of the Determination Certificate authorizing the execution and delivery of this Indenture and the issuance and sale of the 2006B Second Lien Bonds;

(b) an Opinion of Counsel to the effect that (i) this Indenture has been duly and lawfully authorized by all necessary action on the part of the City, has been duly and lawfully executed by authorized officers of the City, is in full force and effect and is valid and binding upon the City and enforceable in accordance with its terms; (ii) this Indenture creates the valid pledge of Second Lien Bond Revenues and moneys and securities which it purports to create; and (iii) upon the execution, authentication and delivery of the 2006B Second Lien Bonds, the 2006B Second Lien Bonds will have been duly and validly authorized and issued in accordance with the Constitution and laws of the State, the Series 2006 Bond Ordinance and this Indenture;

(c) a written authorization as to the authentication and delivery of the 2006B Second Lien Bonds, signed by the Authorized Officer;

(d) a certificate signed by the Authorized Officer delivered pursuant to Section 2.2(d) of the Series 2006 Bond Ordinance specifying the amounts of Net Revenues Available for Bonds to be deposited by the City in the Second Lien Bonds Account and transferred to the 2006B Second Lien Bonds Revenue Fund on the Business Day preceding each January 1 and July 1, commencing on the Business Day preceding January 1, 2007, which amounts shall be sufficient to pay the principal of and interest on the 2006B Second Lien Bonds coming due on each such January 1 and July 1;

(e) an executed counterpart of the Escrow Agreement; and

(f) such further documents and moneys as are required by the terms of this Indenture and the Series 2006 Bond Ordinance.

Section 2.5. Application of Proceeds of 2006B Second Lien Bonds. The proceeds of the sale of the 2006B Second Lien Bonds, except as used for the purposes described in Section 2.1(b)(i) above, shall be deposited in the Construction Account: 2006B Second Lien Bonds and used for Costs of Issuance as described in the Series 2006 Bond Ordinance. Proceeds of the sale of the 2006B Second Lien Bonds to be used to refund the Refunded Bonds shall be transferred to the various Escrow Agents for deposit in the respective Escrow Account pursuant to the applicable Escrow Agreement.

Section 2.6. Form, Payment and Dating of 2006B Second Lien Bonds; Authorized Denominations.

(a) The 2006B Second Lien Bonds and the certificate of authentication to be executed on the 2006B Second Lien Bonds by the Trustee shall be in substantially the form set forth in Exhibit A to this Indenture, with necessary or appropriate variations, omissions and insertions as permitted or required by this Indenture.

(b) The 2006B Second Lien Bonds shall be issuable only as fully registered 2006B Second Lien Bonds in Authorized Denominations. 2006B Second Lien Bonds shall be numbered from R-1 and upwards and shall contain an appropriate prefix to such numbers to identify such 2006B Second Lien Bonds.

(c) The principal of each 2006B Second Lien Bond shall be payable upon surrender of such 2006B Second Lien Bond at the Principal Office of the Trustee. Payments of principal of the 2006B Second Lien Bonds shall be payable in clearinghouse funds except as provided in paragraph (d)(iv) below and in Section 2.13 hereof. Such payments shall be made to the Owner of the 2006B Second Lien Bond so surrendered, as shown on the registration books maintained by the Trustee on the applicable Record Date.

(d) Each 2006B Second Lien Bond shall bear interest, be payable as to interest and be dated as follows:

(i) Each 2006B Second Lien Bond shall bear interest (at the applicable rate set forth in Section 2.3 of this Indenture) from the date thereof or from and including the most recent Interest Payment Date with respect to which interest has been paid or duly provided for. The 2006B Second Lien Bonds shall be dated as of the Interest Payment Date next preceding their date of authentication, unless such date of authentication is an Interest Payment Date, in which case the 2006B Second Lien Bonds shall be dated as of such Interest Payment Date, or unless such 2006B Second Lien Bonds are authenticated prior to the first Interest Payment Date, in which event the 2006B Second Lien Bonds shall be dated as of their date of issue.

(ii) Subject to the provisions of subparagraph (iii) below, the interest due on any such 2006B Second Lien Bond on any Interest Payment Date shall be paid to the Owner of such 2006B Second Lien Bond as shown on the registration books kept by the Trustee on the applicable Record Date. The amount of interest so payable on any Interest Payment Date shall be computed by the Trustee on the basis of a 360-day year of twelve 30-day months.

(iii) If the available funds under this Indenture are insufficient on any Interest Payment Date to pay the interest then due, the regular applicable Record Date shall no longer be applicable with respect to such 2006B Second Lien Bonds. If sufficient funds for the payment of such overdue interest shall thereafter become available, the Trustee immediately shall establish a special interest payment date for the payment of the overdue interest and a special record date (which shall be a Business Day) for determining the Bondholders entitled to such payments. Notice of each date so established shall be mailed by the Trustee to each such Bondholder at least 10 days prior to the special record date, but not more than 30 days prior to the special interest payment date. The overdue interest shall be paid on the special interest payment date to such Bondholders as shown on the registration books kept by the Trustee as of the close of business on the special record date.

(iv) All payments of interest on the 2006B Second Lien Bonds shall be paid to the persons entitled to such payments pursuant to Section 2.6(d)(ii) or (iii) above by the Trustee on the Interest Payment Date or special interest payment date, as applicable, (A) upon request of any Owner of such 2006B Second Lien Bonds in the principal amount of \$1,000,000 or more, by federal funds wire on the Interest Payment Date to any address in the continental United States, if such Owner provides the Trustee with written notice of such wire transfer address at least 15 days prior to the applicable Record Date (which notice may provide that it will remain in effect with respect to subsequent Interest

Payment Dates unless or until changed or revoked by subsequent notice), or (B) if no instructions are given as aforesaid, by clearinghouse funds check or draft mailed on the Interest Payment Date to the persons entitled to such payment at such address appearing on the registration books of the Trustee or such other address as has been furnished to the Trustee in writing by such person.

Section 2.7. Execution of 2006B Second Lien Bonds. Each of the 2006B Second Lien Bonds shall be executed on behalf of the City by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of its City Clerk, and the corporate seal of the City shall be impressed, printed or lithographed on each 2006B Second Lien Bond. The 2006B Second Lien Bonds bearing the manual or facsimile signatures of individuals who were at the time of the execution of this Indenture the proper officers of the City shall bind the City notwithstanding that such individuals shall cease to hold such offices prior to the registration, authentication or delivery of such 2006B Second Lien Bonds or shall not have held such offices at the dated date of such 2006B Second Lien Bonds.

Section 2.8. Delivery and Registration. No 2006B Second Lien Bond shall be entitled to any right or benefit under this Indenture, or be valid or obligatory for any purpose, unless there appears on such 2006B Second Lien Bond a certificate of authentication substantially in the form provided in *Exhibit A* to this Indenture, executed by the Trustee by manual signature, and such certificate upon any such 2006B Second Lien Bond shall be conclusive evidence that such 2006B Second Lien Bond has been duly authenticated, registered and delivered.

Section 2.9. Lost, Destroyed, Improperly Canceled or Undelivered 2006B Second Lien Bonds. If any 2006B Second Lien Bond, whether in temporary or definitive form, is lost (whether by reason of theft or otherwise), destroyed (whether by mutilation, damage or otherwise) or improperly canceled, the Trustee may authenticate a new 2006B Second Lien Bond of the same date and denomination and bearing a number not contemporaneously outstanding; provided that (a) in the case of any mutilated 2006B Second Lien Bond, such mutilated 2006B Second Lien Bond shall first be surrendered to the Trustee and (b) in the case of any lost 2006B Second Lien Bond or 2006B Second Lien Bond destroyed in whole, there shall be first furnished to the Trustee evidence of such loss or destruction, together with indemnification of the City and the Trustee, satisfactory to each of them. If any lost, destroyed or improperly canceled 2006B Second Lien Bond shall have matured or is about to mature, instead of issuing a duplicate 2006B Second Lien Bond, the Trustee shall pay the same without surrender of such 2006B Second Lien Bond if there shall be first furnished to the Trustee evidence of such loss, destruction or cancellation, together with indemnification of the City and the Trustee, satisfactory to each of them. Upon the issuance of any substitute 2006B Second Lien Bond, the Trustee may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation to such issuance. The Trustee may charge the Bondholder reasonable fees and expenses in connection with any transaction described in this Section 2.9, except for improper cancellation by the Trustee.

All 2006B Second Lien Bonds shall be owned upon the express condition that, to the extent permitted by law, the foregoing provisions are exclusive with respect to the replacement or payment of lost, destroyed or improperly canceled 2006B Second Lien Bonds, notwithstanding any law or statute now existing or enacted after the date of this Indenture.

Section 2.10. Transfer, Registration and Exchange of 2006B Second Lien Bonds.

The Trustee shall maintain and keep, at its Principal Office, books for the registration and transfer of 2006B Second Lien Bonds, which at all reasonable times shall be open for inspection by the City and the Bond Insurer.

The transfer of any 2006B Second Lien Bond shall be registered upon the books of the Trustee at the written request of the Bondholder or its attorney duly authorized in writing, upon surrender of such 2006B Second Lien Bond at the Principal Office of the Trustee, together with a written instrument of transfer satisfactory to the Trustee duly executed by the Bondholder or its attorney duly authorized in writing.

The City and the Trustee may deem and treat the Bondholder as the absolute owner of such 2006B Second Lien Bond, whether such 2006B Second Lien Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on, such 2006B Second Lien Bond and for all other purposes, and neither the City nor the Trustee shall be affected by any notice to the contrary. All such payments so made to any such Bondholder shall be valid and effectual to satisfy and discharge the liability upon such 2006B Second Lien Bond to the extent of the sum or sums so paid.

Any 2006B Second Lien Bond, upon surrender of such 2006B Second Lien Bond at the Principal Office of the Trustee may, at the option of the Bondholder, be exchanged for an equal aggregate principal amount of 2006B Second Lien Bond or 2006B Second Lien Bonds of any Authorized Denomination of the same interest rate and maturity as the 2006B Second Lien Bond being surrendered.

In all cases in which the privilege of exchanging 2006B Second Lien Bonds or registering the transfer of 2006B Second Lien Bonds is exercised, the City shall execute and the Trustee shall authenticate and deliver 2006B Second Lien Bonds in accordance with the provisions of this Indenture. For every such exchange or registration of transfer of 2006B Second Lien Bonds, whether temporary or definitive, the Trustee may make a charge in an amount sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such exchange or registration of transfer, which sum or sums shall be paid by the person requesting such exchange or registration of transfer as a condition precedent to the exercise of the privilege of making such exchange or registration of transfer.

Section 2.11. Temporary 2006B Second Lien Bonds. Pending the preparation of definitive 2006B Second Lien Bonds, the City may execute and the Trustee shall authenticate and deliver temporary 2006B Second Lien Bonds. Temporary 2006B Second Lien Bonds may be issuable as 2006B Second Lien Bonds of any Authorized Denomination and substantially in the form of the definitive 2006B Second Lien Bonds but with omissions, insertions and variations as may be appropriate for temporary 2006B Second Lien Bonds, all as may be approved by the City, as evidenced by the execution and delivery of such 2006B Second Lien Bonds. Temporary 2006B Second Lien Bonds may contain such reference to any provisions of this Indenture as may be appropriate. Every temporary 2006B Second Lien Bond shall be executed by the City and be authenticated by the Trustee upon the same conditions and in substantially the same manner, and with like effect, as the definitive 2006B Second Lien Bonds. As promptly as practicable the City shall execute and shall furnish definitive 2006B Second Lien Bonds and thereupon temporary 2006B Second Lien Bonds may be surrendered in exchange

therefor without charge at the Principal Office of the Trustee, and the Trustee shall authenticate and deliver in exchange for such temporary 2006B Second Lien Bonds the same aggregate principal amount of definitive 2006B Second Lien Bonds of Authorized Denominations. Until so exchanged the temporary 2006B Second Lien Bonds shall be entitled to the same benefits under this Indenture as definitive 2006B Second Lien Bonds.

Section 2.12. Cancellation of 2006B Second Lien Bonds. All 2006B Second Lien Bonds which shall have been surrendered to the Trustee for payment and all 2006B Second Lien Bonds which shall have been surrendered to the Trustee for exchange or registration of transfer, shall be canceled by the Trustee and cremated or otherwise destroyed, and counterparts of a certificate of destruction evidencing such cremation or other destruction shall be furnished by the Trustee to the City. The Trustee shall furnish to the City a certificate evidencing any such cancellation and specifying such 2006B Second Lien Bonds by number.

Section 2.13. Book-Entry Provisions.

(a) Except as provided in paragraph (c) below, the Owner of all of the 2006B Second Lien Bonds shall be DTC, and the 2006B Second Lien Bonds shall be registered in the name of Cede & Co., as nominee for DTC. Payment of interest for any 2006B Second Lien Bond registered in the name of Cede & Co. shall be made by wire transfer of immediately available funds to the account of Cede & Co. on the applicable Interest Payment Date for the 2006B Second Lien Bonds at the address indicated for Cede & Co. in the registration books of the City kept by the Trustee.

(b) The Trustee and the City may treat DTC (or its nominee) as the sole and exclusive Owner of such 2006B Second Lien Bonds registered in its name for the purposes of payment of the principal or redemption price of or interest on such 2006B Second Lien Bonds, selecting such 2006B Second Lien Bonds or portions of such 2006B Second Lien Bonds to be redeemed, giving any notice permitted or required to be given to Bondholders under this Indenture, registering the transfer of such 2006B Second Lien Bonds, obtaining any consent or other action to be taken by Bondholders and for all other purposes whatsoever, and neither the Trustee nor the City shall be affected by any notice to the contrary. Except as otherwise provided in paragraph (c) below, no Beneficial Owner shall receive an authenticated 2006B Second Lien Bond certificate. Upon delivery by DTC to the Trustee of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions of this Indenture with respect to transfers of 2006B Second Lien Bonds, the words "Cede & Co." in this Indenture shall refer to such new nominee of DTC.

(c) If the Owner of all the 2006B Second Lien Bonds shall be DTC and the City determines to discontinue DTC's book-entry system, the City may notify DTC and the Trustee, whereupon DTC will notify its participating organizations (the "Participants") of the availability through DTC of certificated 2006B Second Lien Bonds. In such event, the Trustee shall issue, transfer and exchange such 2006B Second Lien Bond certificates as requested by DTC in appropriate amounts in accordance with the provisions of this Indenture. DTC may determine to discontinue providing its services with respect to all, but not less than all, of the 2006B Second Lien Bonds at any time by giving written notice to the City and the Trustee and discharging its responsibilities with respect to this Indenture under applicable law. Under such circumstances (if there is no successor securities depository), the City and the Trustee shall be obligated (at the

sole cost and expense of the City) to make available for delivery 2006B Second Lien Bond certificates as described in this Indenture. Whenever DTC requests the City and the Trustee to do so, the City will direct the Trustee (at the sole cost and expense of the City) to cooperate with DTC in taking appropriate action after reasonable notice (i) to make available one or more separate certificates evidencing the 2006B Second Lien Bonds to any Participant having 2006B Second Lien Bonds credited to its DTC account or (ii) to arrange for another securities depository to maintain custody of certificates evidencing such 2006B Second Lien Bonds.

(d) So long as any 2006B Second Lien Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal or redemption price of and interest on such 2006B Second Lien Bond and all notices with respect to such 2006B Second Lien Bond shall be made and given, respectively, to DTC or its nominee as provided in the City's representation letter to DTC.

(e) In connection with any notice or other communication to be provided to Bondholders pursuant to this Indenture by the City or the Trustee, or by the Trustee with respect to any consent or other action to be taken by Bondholders, the City or the Trustee, as the case may be, shall establish a record date for such consent or other action and give DTC notice of such record date not less than 15 calendar days in advance of such record date to the extent possible. Such notice to DTC or its nominee shall be given only when DTC is the sole Bondholder.

(f) Neither the City nor the Trustee shall have any responsibility or obligation to the Participants or the Beneficial Owners with respect to (i) the accuracy of any records maintained by DTC or any Participant; (ii) the payment by DTC or any Participant of any amount due to any Beneficial Owner in respect of the principal or redemption price of or interest on the 2006B Second Lien Bonds; (iii) the delivery by DTC or any Participant of any notice to any Beneficial Owner which is required or permitted under the terms of this Indenture to be given to Bondholders; (iv) the selection of the Beneficial Owners to receive payment in the event of any partial redemption of the 2006B Second Lien Bonds; or (v) any consent given or other action taken by DTC as Bondholder.

(g) As long as Cede & Co. is the registered owner of the 2006B Second Lien Bonds, as nominee of DTC, references in this Indenture to the Bondholders of the 2006B Second Lien Bonds or Owners of the 2006B Second Lien Bonds shall mean Cede & Co. and shall not mean the Beneficial Owners of the 2006B Second Lien Bonds.

(h) So long as DTC is the registered owner of the 2006B Second Lien Bonds:

(i) selection of 2006B Second Lien Bonds to be redeemed upon partial redemption and presentation of 2006B Second Lien Bonds to the Trustee upon partial redemption, shall be deemed made when the right to exercise ownership rights in such 2006B Second Lien Bonds through DTC or DTC's Participants is transferred by DTC on its books; and

(ii) DTC may present notices, approvals, waivers or other communications required or permitted to be made by Bondholders under this Indenture on a fractionalized

basis on behalf of some or all of those persons entitled to exercise ownership rights in the 2006B Second Lien Bonds through DTC or its Participants.

ARTICLE III

PROVISIONS RELATING TO THE INSURANCE POLICY AND TO THE INSURER

Section 3.1. Payments Under the Insurance Policy.

As long as the Insurance Policy shall be in full force and effect, the City and the Trustee agree to comply with the following provisions:

(a) In the event that, on the second Business Day, and again on the Business Day prior to payment date of the 2006B Second Lien Bonds, the Trustee has not received sufficient moneys to pay all principal of and interest on the 2006B Second Lien Bonds due on the second following or following, as the case may be, Business Day, the Trustee shall immediately notify the Insurer or its designee on the same Business Day by telephone or telegraph, confirmed in writing by overnight courier, registered or certified mail, of the amount of the deficiency.

(b) If the deficiency is made up in whole or in part prior to or on the payment date, the Trustee shall so notify the Insurer or its designee.

(c) In addition, if the Trustee has written notice that any Owner has been required to disgorge payments of principal or interest on such 2006B Second Lien Bonds to a trustee in bankruptcy or creditors or others pursuant to a final judgment by a court of competent jurisdiction that such payment constitutes an avoidable preference to such Owner within the meaning of any applicable bankruptcy laws, then the Trustee shall notify the Insurer or its designee of such fact by telephone or telegraphic notice, confirmed in writing by registered or certified mail.

(d) The Trustee is hereby irrevocably designated, appointed, directed and authorized to act as attorney-in-fact for the Owners of the 2006B Second Lien Bonds as follows:

(i) If and to the extent there is a deficiency in amounts required to pay interest on the 2006B Second Lien Bonds, the Trustee shall (a) execute and deliver to U.S. Bank Trust National Association, or its successors under the Insurance Policy (the "Insurance Paying Agent"), in form satisfactory to the Insurance Paying Agent, an instrument appointing the Insurer as agent for such Owners in any legal proceeding related to the payment of such interest and an assignment to the Insurer of the claims for interest to which such deficiency relates and which are paid by the Insurer. (b) receive as designee of the Owners (and not as Insurance Paying Agent) in accordance with the tenor of the Insurance Policy payment from the Insurance Paying Agent with respect to the claims for interest so assigned, and (c) disburse the same to the Owners; and

(ii) If and to the extent of a deficiency in amounts required to pay principal of the 2006B Second Lien Bonds, the Trustee shall (a) execute and deliver to the Insurance Paying Agent in form satisfactory to the Insurance Paying Agent an instrument

appointing the Insurer as agent for the Owner in any legal proceeding relating to the payment of such principal and an assignment to the Insurer of any of the 2006B Second Lien Bonds surrendered to the Insurance Paying Agent of so much of the principal amount thereof as has not previously been paid or for which moneys are not held by the Trustee and available for such payment (but such assignment shall be delivered only if payment from the Insurance Paying Agent is received), (b) receive as designee of the Owners (and not as Trustee) in accordance with the tenor of the Insurance Policy payment therefor from the Insurance Paying Agent, and (c) disburse the same to the Owners.

(e) Payments with respect to claims for interest on and principal of 2006B Second Lien Bonds disbursed by the Trustee from proceeds of the Insurance Policy shall not be considered to discharge the obligation of the City with respect to such 2006B Second Lien Bonds, and the Insurer shall become the owner of such unpaid 2006B Second Lien Bond and claims for the interest in accordance with the tenor of the assignment made to it under the provisions of this subsection or otherwise.

(f) Irrespective of whether any such assignment is executed and delivered, the City and the Trustee hereby agree for the benefit of the Insurer that:

(i) They recognize that to the extent the Insurer makes payments, directly or indirectly (as by paying through the Trustee), on account of principal of or interest on the 2006B Second Lien Bonds, the Insurer will be subrogated to the rights of such Owners to receive the amount of such principal and interest from the City, with interest thereon as provided and solely from the sources stated in this Indenture and the 2006B Second Lien Bonds; and

(ii) They will accordingly pay to the Insurer the amount of such principal and interest (including principal and interest recovered under subparagraph (ii) of the first paragraph of the Insurance Policy, which principal and interest shall be deemed past due and not to have been paid), with interest thereon as provided in this Indenture and the 2006B Second Lien Bonds, but only from the sources and in the manner provided herein for the payment of principal of and interest on the 2006B Second Lien Bonds to Owners, and will otherwise treat the Insurer as the owner of such rights to the amount of such principal and interest.

Section 3.2. Consent of Insurer in Lieu of Bondholder Consent. So long as the rights of the Insurer have not ceased or terminated pursuant to Section 3.5 hereof, the consent of the Insurer in lieu of the consent of Bondholders shall be sufficient for the following purposes: (i) execution and delivery of any Supplemental Indenture entered into pursuant to Section 8.3 of this Indenture or any other amendment hereto which adversely affects the rights of the Insurer; and (ii) initiation or approval of any action not described in clause (i) above which requires Bondholder consent. The Trustee shall furnish the Insurer and S&P with copies of any Supplemental Indentures entered into pursuant to Section 8.3 of this Indenture.

Section 3.3. Consent of Insurer Upon Default. Anything in this Indenture to the contrary notwithstanding and subject to Section 3.5 hereof, the Insurer is entitled to control and

direct the enforcement of all rights and remedies granted to the Bondholders or the Trustee for the benefit of the Bondholders under this Indenture.

Section 3.4. Notice Provisions.

While the Insurance Policy is in effect, the City shall furnish to the Insurer (to the attention of the Insured Portfolio Management, unless otherwise indicated):

(a) copies of material event notifications delivered to a Nationally Recognized Municipal Securities Information Repository ("NRMSIR") pursuant to the Undertaking following delivery of such information to a NRMSIR;

(b) upon the written request of the Insurer, and if available, copies of the annual financial information and audited financial statements delivered to a NRMSIR pursuant to the Undertaking following delivery of such information to a NRMSIR; and

(c) any notices required to be given to Bondholders or the Trustee under this Indenture.

Section 3.5. Rights of the Insurer. Anything herein to the contrary notwithstanding, all rights given to the Insurer hereunder with respect to the giving of consents or approvals are expressly conditioned upon the timely and full performance of the Insurer under its Insurance Policy and Surety Bond. All rights of the Insurer hereunder shall cease and terminate if: (i) the Insurer fails to make any payment pursuant to the terms of the Insurance Policy or Surety Bond; (ii) the Insurance Policy or Surety Bond ceases to be valid and binding on the Insurer or is declared to be null and void, or the validity or enforceability of any provision thereof is being contested by the Insurer, or the Insurer is denying further liability or obligation under such Insurance Policy or Surety Bond; (iii) a petition has been filed and is pending against the Insurer under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution, liquidation or rehabilitation law of any jurisdiction, and has not been dismissed within 60 days after such filing; (iv) the Insurer has filed a petition, which is still pending, in voluntary bankruptcy or is seeking relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution, liquidation or rehabilitation law of any jurisdiction, or has consented to the filing of any petition against it under any such law; or (v) a receiver has been appointed for the Insurer under the insurance laws of any jurisdiction. The City and the Trustee each acknowledge that the Insurer is a third party beneficiary of this Indenture so long as the Insurance Policy is in full force and effect and the Insurer is in compliance with its payment obligations under the provisions of the Insurance Policy and the Surety Bond.

Section 3.6. Additional Covenants for the Benefit of the Insurer.

(a) The City agrees not to use the Insurer's name in any public document, including, without limitation, a press release or presentation, announcement or forum without the Insurer's prior consent; provided, however, such prohibition on the use of the Insurer's name shall not relate to the use of the Insurer's standard approved form of disclosure in public documents issued in connection with the 2006B Second Lien Bonds; and provided further, such prohibition shall

not apply to the use of the Insurer's name in order to comply with public notice, public meeting or public reporting requirements.

(b) The City shall not enter into any agreement nor shall it consent to or participate in any arrangement pursuant to which 2006B Second Lien Bonds are tendered or purchased for any purpose other than the cancellation or legal defeasance of such 2006B Second Lien Bonds without the prior written consent of the Insurer.

Section 3.7. Payments to the Insurer. The City agrees to reimburse the Insurer, upon demand:

(a) to the extent permitted by law and subject to paragraph (b) below, upon written notice from the Insurer of the amount so owed, all reasonable expenses, including attorneys' fees and expenses, incurred by the Insurer in connection with (i) the enforcement by the Insurer of the City's obligations, or the preservation or defense of any rights of the Insurer, under this Indenture or any other document executed in connection with the issuance of the 2006B Second Lien Bonds, and (ii) any consent, amendment, waiver or other action with respect to this Indenture or any other document executed in connection with the issuance of the 2006B Second Lien Bonds, together with interest on all such expenses from and including the date incurred to the date of payment at Citibank's Prime Rate plus 2% per annum or a maximum interest rate of 18% per annum, whichever is less.

(b) Notwithstanding the provisions of (a) above, (i) the City shall not be obligated to reimburse the Insurer for any expenses incurred in connection with any request by the City for any consent, amendment, waiver or other action with respect to this Indenture or any other document executed in connection with the issuance of the 2006B Second Lien Bonds which is not approved by the Insurer; and (ii) the City shall not be obligated to reimburse the Insurer for any expenses as described in (a) above which are attributable to time and expenses of officers, directors or employees of the Insurer, except for an action requested by the City in connection with a material change to this Indenture or the structure of the 2006B Second Lien Bonds.

(c) Upon the City's request, the Insurer shall provide to the City a fee cap for each consent, amendment, waiver or other action requested by the City pursuant to this Section 3.7.

ARTICLE IV

RESERVED

ARTICLE V

REVENUES AND FUNDS

Section 5.1. Source of Payment of 2006B Second Lien Bonds. The 2006B Second Lien Bonds are not general obligations of the City but are limited obligations as described in Section 2.2 hereof and as provided herein.

Section 5.2. The 2006B Second Lien Bonds Revenue Fund.

(a) There is by this Indenture created by the City and established with the Trustee a separate and segregated trust fund to be designated "City of Chicago Second Lien Wastewater Transmission Revenue Refunding Bonds Series 2006B Revenue Fund" (the "2006B Second Lien Bonds Revenue Fund").

(b) The amounts on deposit in the accounts in the 2006B Second Lien Bonds Revenue Fund created by this Indenture shall be held by the Trustee for the sole and exclusive benefit of the 2006B Second Lien Bonds. Any moneys and securities held in the 2006B Second Lien Bonds Revenue Fund or any account created pursuant to this Article shall be held in trust by the Trustee, as provided in this Indenture, and shall be applied, used and withdrawn only for the purposes authorized in this Indenture. The City will cause all moneys and securities held in the funds and accounts created by the Senior Lien Bond Ordinances to be applied, used and withdrawn solely for the purposes authorized in those ordinances.

Section 5.3. Deposit of 2006B Second Lien Bond Revenues. On the second Business Day immediately preceding each January 1 and July 1, the Authorized Officer shall withdraw from the 2006B Second Lien Bonds Subaccount of the Second Lien Bonds Account, and transfer to the Trustee for deposit into the 2006B Second Lien Bonds Revenue Fund, the amounts required (i) to be on deposit in the Principal and Interest Account as specified in the certificate delivered pursuant to Section 2.4(d) hereof and (ii) to satisfy any deficiency in the Debt Service Reserve Account as provided in Section 5.4(a)(i) hereof. Upon receipt of such amounts, the Trustee shall deposit the same in the accounts of the 2006B Second Lien Bonds Revenue Fund. The Trustee shall be accountable only for moneys actually so received. Such certificate of the Authorized Officer, or any subsequent or supplemental certificate, shall be revised or supplemented from time to time whenever necessary to reflect changes in the deposit requirements relating to the 2006B Second Lien Bonds Revenue Fund as a result of the prepayment of 2006B Second Lien Bonds.

Section 5.4. Creation of Accounts in the 2006B Second Lien Bonds Revenue Fund.

(a) *Creation of Debt Service Reserve Account.* By this Indenture, the City creates and orders established with the Trustee a separate and segregated account within the 2006B Second Lien Bonds Revenue Fund, such account to be designated the "2006B Second Lien Bonds Debt Service Reserve Account" (the "*Debt Service Reserve Account*"). The City shall maintain the Debt Service Reserve Account in an amount equal to the Debt Service Reserve Requirement. The Debt Service Reserve Requirement may be satisfied with (1) one or more Debt Service Reserve Account Credit Instruments, (2) Permitted Investments or (3) a combination thereof. Any Permitted Investments on deposit in the Debt Service Reserve Account shall be valued at fair market value (determined in accordance with generally accepted accounting principles applicable to governmental units) on or about December 31 in each year.

(i) At the time of the delivery of the 2006B Second Lien Bonds, the Surety Bond, which constitutes a Debt Service Reserve Account Credit Instrument, shall be deposited to the credit of the Debt Service Reserve Account, to establish a balance in that Account at least equal to the Debt Service Reserve Requirement. Whenever the balance in the Debt Service Reserve Account is less than the Debt Service Reserve Requirement,

except as permitted pursuant to subparagraph (iii) below, the City shall transfer to the Debt Service Reserve Account within the next 12 months sufficient funds from Second Lien Bond Revenues to maintain a balance in the Debt Service Reserve Account at least equal to the Debt Service Reserve Requirement for the 2006B Second Lien Bonds.

Funds in the Debt Service Reserve Account and any Debt Service Reserve Account Credit Instrument in that account shall be held by the Trustee for the sole and exclusive benefit of the 2006B Second Lien Bonds and shall be used to pay principal of and interest on the 2006B Second Lien Bonds as the same become due at any time when there are insufficient funds available for such purpose in the Principal and Interest Account. Any Debt Service Reserve Account Credit Instrument to be acquired by the City with respect to the 2006B Second Lien Bonds at all times shall secure only the 2006B Second Lien Bonds and shall not be used in any manner to satisfy the Debt Service Reserve Requirement for any Second Lien Parity Bonds or other Outstanding Second Lien Bonds nor shall it be used to pay principal of, redemption premium, if any, or interest on any Second Lien Parity Bonds or other Outstanding Second Lien Bonds. Unless replaced or unless cash and Permitted Investments are deposited in lieu thereof, any Debt Service Reserve Account Credit Instrument shall not terminate prior to the earlier of (i) the date of the last maturity of any of the 2006B Second Lien Bonds or (ii) the date on which no 2006B Second Lien Bonds are Outstanding.

(ii) Any amounts in the Debt Service Reserve Account which are not required to be transferred to the Principal and Interest Account may, from time to time, be used to pay costs of acquiring a Debt Service Reserve Account Credit Instrument for the Debt Service Reserve Account or to make payments due under a reimbursement agreement with the provider of a Debt Service Reserve Account Credit Instrument, but only if after such payment, the value of the Debt Service Reserve Account shall not be less than the Debt Service Reserve Requirement for the 2006B Second Lien Bonds. The City pledges and grants a lien on and security interest in the amounts on deposit in the Debt Service Reserve Account to any provider of a Debt Service Reserve Account Credit Instrument, provided that the pledge, lien and security interest shall be junior to any claim for the benefit of the Owners of the 2006B Second Lien Bonds.

(iii) If at any time the Debt Service Reserve Account holds both a Debt Service Reserve Account Credit Instrument and Permitted Investments, the Permitted Investments shall be liquidated and the proceeds applied for the purposes for which Debt Service Reserve Account moneys may be applied under this Indenture prior to any draw being made on the Debt Service Reserve Account Credit Instruments. If the Debt Service Reserve Account holds Debt Service Reserve Account Credit Instruments issued by more than one issuer, draws shall be made under such credit instruments on a pro rata basis to the extent of available funds.

(iv) The City has purchased the Surety Bond from the Insurer and has delivered the Surety Bond to the Trustee for deposit in the Debt Service Reserve Account. The Trustee shall hold the Surety Bond and make demands for payment in accordance with its terms whenever there are insufficient funds to pay debt service on the 2006B Second Lien Bonds in the Debt Service Account or from cash and Permitted Investments in the Debt Service Reserve Account.

(v) Any earnings on amounts held in the Debt Service Reserve Account shall first be applied to any deficiency with respect to the Debt Service Reserve Requirement, and thereafter, the excess shall be credited to the Principal and Interest Account pursuant to Section 5.5 hereof.

(b) *Creation of Principal and Interest Account.* By this Indenture, the City creates and orders established with the Trustee a separate and segregated account within the 2006B Second Lien Bonds Revenue Fund, such account to be designated the "2006B Second Lien Bonds Principal and Interest Account" (the "*Principal and Interest Account*"). Moneys on deposit in the Principal and Interest Account shall be held by the Trustee for the sole and exclusive benefit of the 2006B Second Lien Bonds and shall be used for the purpose of paying the principal of and interest on such 2006B Second Lien Bonds as it becomes due.

Section 5.5. Investment of Moneys. Pending the use of moneys held in an account of the 2006B Second Lien Bonds Revenue Fund, the Trustee shall invest such moneys in Permitted Investments upon the written direction of the Authorized Officer or any person designated to sign on behalf of the Authorized Officer. Any realized income from such investments shall be credited to the Principal and Interest Account of the 2006B Second Lien Bonds Revenue Fund.

Section 5.6. 2006B Second Lien Bonds Not Presented for Payment.

(a) If any 2006B Second Lien Bonds shall not be presented for payment when the principal of such 2006B Second Lien Bonds becomes due under this Indenture or otherwise, if moneys sufficient to pay such 2006B Second Lien Bonds are held by the Trustee for the benefit of the Owners of such 2006B Second Lien Bonds, the Trustee shall segregate and hold such moneys in a trust account separate and apart from the other funds and accounts held under this Indenture, without liability for interest on such moneys, for the benefit of such Bondholders who shall (except as provided in the following paragraph) thereafter be restricted exclusively to such fund or funds for the satisfaction of any claim of whatever nature under this Indenture.

(b) Any moneys which the Trustee shall segregate and hold in trust for the payment of the principal of or interest on any 2006B Second Lien Bond and which shall remain unclaimed for two years after such principal or interest has become due and payable shall, upon the City's written request to the Trustee, be paid to the City. After the payment of such unclaimed moneys to the City, the Owner of such 2006B Second Lien Bond shall thereafter look only to the City for the payment of such 2006B Second Lien Bonds, unless an abandoned property law designates another person, and all liability of the Trustee with respect to such moneys shall thereupon cease.

ARTICLE VI

GENERAL COVENANTS OF CITY

Section 6.1. Equality of 2006B Second Lien Bonds. Each 2006B Second Lien Bond authorized under this Indenture shall be on a parity and rank equally without preference, priority or distinction over any other 2006B Second Lien Bond as to security, and the provisions, covenants and agreements set forth in this Indenture to be performed by and on behalf of the City shall be for the equal benefit, protection and security of the Owners of any and all 2006B Second Lien Bonds. The City covenants that it will not issue any obligations with a claim for payment

or secured by the Second Lien Bond Revenues or, except as otherwise provided in Section 6.5 of this Indenture, any other moneys pledged under this Indenture having priority over or, except for Second Lien Parity Bonds, being on a parity with the 2006B Second Lien Bonds.

Section 6.2. Punctual Payment. The City covenants that it will duly and punctually pay or cause to be paid the principal of and interest on, all 2006B Second Lien Bonds in strict conformity with the terms of such 2006B Second Lien Bonds and of this Indenture, and that it will faithfully observe and perform all the conditions, covenants and requirements of the Series 2006 Bond Ordinance, this Indenture, and of the 2006B Second Lien Bonds issued or incurred under them.

Section 6.3. Maintenance and Continued Operation of Sewer System. The City will maintain the Sewer System in good repair and working order, will continuously operate it on a Fiscal Year basis, and will punctually perform all duties with respect to the Sewer System required by the Constitution and laws of the State.

So long as the 2006B Second Lien Bonds are Outstanding, the City will continue to operate the Sewer System as a revenue-producing system so as to produce Gross Revenues sufficient to satisfy the covenants of this Indenture.

Section 6.4. Rate Covenant. The City will establish, maintain and collect at all times fees, charges and rates for the use and service of the Sewer System sufficient at all times to (a) pay Operation and Maintenance Costs and (b) produce Net Revenues Available for Bonds sufficient to pay the principal (at maturity or pursuant to mandatory sinking fund redemption) of and applicable redemption premium and interest on all Senior Lien Bonds and all Second Lien Bonds then Outstanding from time to time, to establish and maintain the Bond Principal and Interest Account and the Bond Debt Service Reserve Account as may be covenanted in the Senior Lien Bond Ordinances and to establish and maintain the Principal and Interest Account and the Debt Service Reserve Account as required by this Indenture, which Net Revenues Available for Bonds shall each Fiscal Year at least equal 100 percent of the sum of (i) the amount required to pay promptly when due the Aggregate Senior Lien Debt Service for the Fiscal Year on all Senior Lien Bonds then Outstanding and (ii) the amount required to pay promptly when due the Aggregate Second Lien Debt Service for the Fiscal Year on all Second Lien Bonds then Outstanding. These fees, charges and rates shall not be reduced while any 2006B Second Lien Bonds are Outstanding below the level necessary to ensure compliance with the covenants of this Section 6.4.

The City will, prior to the end of each Fiscal Year, conduct a review to determine if it has been and will be in compliance with the rate covenant set forth above. Whenever the annual review indicates that projected Gross Revenues will not be sufficient to comply with the rate covenant, the City shall prepare or cause to be prepared a rate study for the Sewer System identifying the rate changes necessary to comply with the rate covenant and the Director of the Office of the Budget and Management of the City and the Authorized Officer shall recommend appropriate action to the City Council to comply with this rate covenant.

Section 6.5. Issuance of Second Lien Parity Bonds.

(a) As long as there are any Outstanding 2006B Second Lien Bonds, the City may issue Second Lien Parity Bonds for any lawful purpose of the Sewer System, including to refund Outstanding Senior Lien Bonds, Second Lien Bonds or obligations payable from revenues of the Sewer System on a basis subordinate to the Second Lien Bonds, upon compliance with the following conditions:

(i) the funds required to be transferred to the Principal and Interest Account and the Debt Service Reserve Account shall have been transferred in full up to the date of delivery of such Second Lien Parity Bonds; and

(ii) Net Revenues Available for Bonds for the last completed Fiscal Year prior to the issuance of the Second Lien Parity Bonds (as shown by the audit of an independent certified public accountant), or Net Revenues Available for Bonds for such last completed Fiscal Year, adjusted as described below, shall equal at least 100 percent of the sum of the Aggregate Senior Lien Debt Service and the Aggregate Second Lien Debt Service in each Fiscal Year following the issuance of the proposed Second Lien Parity Bonds, computed on a pro forma basis assuming the issuance of the proposed Second Lien Parity Bonds and the application of the proceeds of any Second Lien Parity Bonds as provided in the ordinance or trust indenture authorizing their issuance, sale and delivery. Net Revenues Available for Bonds may be adjusted as follows for purposes of this paragraph (ii):

(1) if prior to the issuance of such Second Lien Parity Bonds, the City shall have enacted an increase in the rates of the Sewer System from the rates in effect for such last completed Fiscal Year, Net Revenues Available for Bonds may be adjusted to reflect the Net Revenues Available for Bonds for such last completed Fiscal Year as they would have been had the increased rates been in effect during all of that last completed Fiscal Year; and

(2) any such adjustment shall be evidenced by a certificate of the Authorized Officer.

For purposes of calculating the adjustment described in this paragraph (ii), any rate increase enacted by the City and scheduled to take effect in a future Fiscal Year may be reflected in Net Revenues Available for Bonds for purposes of calculating debt service coverage for that and each succeeding Fiscal Year.

If during the first six months of a Fiscal Year, an audit of the Sewer System for the preceding Fiscal Year by an independent certified public accountant is not available, the conditions of paragraph (ii) above shall be deemed to have been satisfied if both (A) Net Revenues Available for Bonds for the second preceding Fiscal Year (as shown by the audit of an independent certified public accountant), adjusted as described in this paragraph (ii) above, and (B) Net Revenues Available for Bonds for the preceding Fiscal Year (as estimated by the Authorized Officer), adjusted as described in this paragraph (ii) above, shall equal at least 100 percent of the sum of the Aggregate Senior Lien Debt Service and the Aggregate Second Lien Debt Service in each Fiscal Year following the

issuance of the proposed Second Lien Parity Bonds, computed on a *pro forma* basis assuming the issuance of the proposed Second Lien Parity Bonds and the application of the proceeds of any Second Lien Parity Bonds as provided in the ordinance or trust indenture authorizing their issuance, sale and delivery.

(b) The City may issue Second Lien Parity Bonds without complying with either of the requirements of paragraph (a)(ii) of this Section 6.5:

(i) to pay, redeem or refund Senior Lien Bonds or Second Lien Bonds if in the judgment of the City there will be no money available to make payments of interest on or principal of those Senior Lien Bonds or Second Lien Bonds (at maturity or on Sinking Fund Payments dates) as such amounts become due; and

(ii) to pay, redeem or refund any Senior Lien Bonds or Second Lien Bonds if the sum of the Aggregate Senior Lien Debt Service and the Aggregate Second Lien Debt Service after the issuance of the Second Lien Parity Bonds and the payment, redemption or refunding of such Senior Lien Bonds or Second Lien Bonds will not be in excess of the sum of the Aggregate Senior Lien Debt Service or Aggregate Second Lien Debt Service prior to the issuance of the Second Lien Parity Bonds in each Fiscal Year in which there was to be any Aggregate Senior Lien Debt Service or Aggregate Second Lien Debt Service on those prior Outstanding Senior Lien Bonds or Second Lien Bonds.

(c) Other obligations, including Subordinate Lien Obligations, may be issued payable from Net Revenues Available for Bonds on a basis subordinate to the Second Lien Bonds.

Section 6.6. Against Pledge of Second Lien Bond Revenues. The City shall not hereafter issue any bonds, notes, or other evidences of indebtedness secured by the pledge contained in Section 2.2 of this Indenture, other than Second Lien Parity Bonds, and shall not create or cause to be created any lien or charge on Net Revenues Available for Bonds, or on any amounts pledged for the benefit of Owners of 2006B Second Lien Bonds under this Indenture, other than the pledge contained in Section 2.2 of this Indenture, provided that neither this Section nor any other provision of this Indenture shall prevent the City from (a) issuing Senior Lien Bonds, (b) issuing bonds, notes or other evidences of indebtedness payable out of, or secured by a pledge of Net Revenues Available for Bonds to be derived on and after such date as the pledge contained in Section 2.2 of this Indenture shall be discharged and satisfied as provided in Section 9.1, (c) issuing bonds, notes or other evidences of indebtedness which are payable out of, or secured by the pledge of amounts which may be withdrawn from or secured by the Second Lien Bonds Account so long as such pledge is expressly junior and subordinate to the pledge contained in Section 2.2 of this Indenture or (d) issuing Subordinate Lien Obligations.

Section 6.7. Repairs, Replacements, Additions, Betterments. The City from time to time will make all necessary and proper repairs, replacements, additions and betterments to the Sewer System so that the Sewer System may at all times be operated efficiently, economically and properly. When any necessary equipment or facility shall have been worn out, destroyed or otherwise is insufficient for proper use, it shall be promptly replaced so that the value and efficiency of the Sewer System shall be at all times fully maintained.

Section 6.8. Control and Operation of Sewer System. The City will establish such rules and regulations for the control and operation of the Sewer System as are necessary for the safe, lawful, efficient and economical operation of the Sewer System.

Section 6.9. Indenture to Constitute Contract. In consideration of the purchase and acceptance of the 2006B Second Lien Bonds by the Owners from time to time of such 2006B Second Lien Bonds, the provisions of this Indenture shall constitute a contract among the City, the Trustee and the Owners from time to time of the 2006B Second Lien Bonds.

Section 6.10. Performance of Covenants; Authority. The City shall faithfully perform at all times to the extent applicable to the City any and all covenants, undertakings, stipulations and provisions contained in the Series 2006 Bond Ordinance, this Indenture, in any and every 2006B Second Lien Bond executed, authenticated and delivered under this Indenture, and in all proceedings pertaining to this Indenture.

Section 6.11. Arbitrage and Tax Exemption Covenants.

(a) The City will not direct or permit any action which (or fail to take any action the failure of which) would cause any 2006B Second Lien Bond to be an "arbitrage bond" within the meaning of the Code, and the regulations under the Code as promulgated and as amended from time to time and as applicable to the 2006B Second Lien Bonds.

(b) The covenants and agreements of the City set forth in this Section 6.11 shall apply as long as any of the 2006B Second Lien Bonds continue to bear interest (whether or not they are Outstanding Bonds within the meaning of this Indenture) and shall also apply after the 2006B Second Lien Bonds cease to bear interest but only within such subsequent period as shall be required for the City to comply with the covenants of this Section 6.11.

(c) The City (i) will take all actions that are necessary to be taken (and avoid taking any action that it is necessary to avoid being taken) so that interest on the 2006B Second Lien Bonds will not be or become subject to federal income taxation under present law, and (ii) will take all actions reasonably within its power to take that are necessary to be taken (and avoid taking any actions that are reasonably within its power to avoid taking and that it is necessary to avoid) so that interest on the 2006B Second Lien Bonds will not be or become includible in gross income for federal income tax purposes under the federal income tax laws as in effect from time to time.

(d) The City will, without limitation, (i) to the extent required by the Code and applicable regulations, restrict the yield on investments of amounts received upon the sale of the 2006B Second Lien Bonds and other amounts, and (ii) timely rebate to the United States of America certain amounts that may be received as interest or other investment earnings on accounts of the Sewer Revenue Fund, all as shall be necessary to comply with this Section. The City shall also make or cause to be made identifiable investments of amounts allocable to the 2006B Second Lien Bonds as shall be necessary or appropriate to be able to ascertain the amounts that may be required so to be rebated to the United States of America. The City shall from time to time determine the amounts in accounts of the Sewer Revenue Fund that shall be subject so to be rebated and those amounts from time to time shall be held by the City in a rebate account for the 2006B Second Lien Bonds and shall be rebated to the United States of America

in the amounts and at the times as required. Such amounts so subject from time to time so to be rebated shall not be available for the other purposes for which the Sewer Revenue Fund and its accounts and sub-accounts established by this Indenture may be applied, and, for purposes of computing the balance in the Sewer Revenue Fund and such various accounts shall be disregarded.

(e) The City will not take any of the following actions without in each such event obtaining the Opinion of Bond Counsel (which may represent the City from time to time in other matters) that such action will not contravene any covenant of this Indenture and will not make compliance with those covenants impossible: (i) defease any 2006B Second Lien Bonds; (ii) sell, lease or otherwise dispose of any material portion of the Sewer System; (iii) enter into or amend any short-term or long-term contract for sewer service by the City other than pursuant to general rates charged to the general public; or (iv) enter into or amend any contract or arrangement for persons other than its employees to manage the Sewer System.

(f) The provisions of this Section 6.11 shall not be interpreted to impose upon the City any obligation to redeem or to purchase any 2006B Second Lien Bonds other than with proceeds or other amounts available under this Indenture.

Section 6.12. Owner Remedy. Any Owner of a 2006B Second Lien Bond may proceed by civil action to compel performance of all duties required by this Indenture, including the establishment and collection of sufficient fees, charges and rates for services supplied by the Sewer System, and the application of Gross Revenues as provided by this Indenture. Subject to Section 3.5 hereof, the Insurer shall be treated as an Owner of the 2006B Second Lien Bonds for purposes of exercising remedies under this Indenture, and the Insurer is entitled to all rights and remedies granted to the Owners of the 2006B Second Lien Bonds and the Trustee under this Indenture.

ARTICLE VII

APPOINTMENT AND DUTIES OF TRUSTEE

Section 7.1. Appointment of Trustee. The City appoints [TRUSTEE], Chicago, Illinois, as Trustee, for the purposes and upon the express terms and conditions set forth in this Indenture. The acceptance by the Trustee shall be evidenced by its execution and delivery of this Indenture. The City by its delivery and the Bondholders by their acceptance of delivery of any of the 2006B Second Lien Bonds agree to the terms set forth in this Indenture.

Section 7.2. No Responsibility for Recitals. The recitals, statements and representations contained in this Indenture or in the 2006B Second Lien Bonds, except for the Trustee's authentication upon the 2006B Second Lien Bonds, shall be taken and construed as made by and on the part of the City, and not by the Trustee, and the Trustee does not assume, and shall not have, any responsibility or obligation for the correctness of this Indenture. Nothing contained in this Section 7.2 shall limit the responsibilities of the Trustee expressly set forth in this Indenture.

Section 7.3. Limitations on Liability. The Trustee may execute any of the trusts or powers of this Indenture and perform the duties required under this Indenture by or through

attorneys, agents or receivers, and shall be entitled to, and may rely upon, written advice of counsel concerning all matters of trust and duty under this Indenture, and the Trustee shall not be answerable for the negligence or misconduct of any such attorney or agent selected with reasonable care. The Trustee need perform only those duties that are specifically set forth in this Indenture and no others. The Trustee shall not be answerable for the exercise of any discretion or power under this Indenture or for anything whatsoever in connection with the trust created by this Indenture, except only for its own negligence or bad faith. The Trustee shall not be accountable for the use or application of the proceeds of any of the 2006B Second Lien Bonds issued under this Indenture.

Section 7.4. Compensation, Expenses and Advances. The Trustee shall be entitled to reasonable compensation for its services rendered under this Indenture (not limited by any provision of law in regard to the compensation of the Trustee of an express trust) and to reimbursement for its actual out-of-pocket expenses (including the reasonable compensation and the expenses and disbursements of its agents and counsel) reasonably incurred in connection therewith except for such expenses incurred as a result of its negligence or bad faith. The City shall have the right to contest in good faith any fees or expenses of the Trustee without creating a default under this Indenture.

Section 7.5. Good Faith Reliance. The Trustee in the absence of bad faith on its part shall be protected and shall incur no liability in acting upon any resolution, notice, telegram, request, consent, waiver, certificate, statement, affidavit, voucher, bond, requisition or other paper or document or telephonic notice (where authorized by this Indenture) which it shall believe to be genuine and to have been passed or signed by the proper board, body or person or to have been prepared and furnished pursuant to any of the provisions of this Indenture, or upon the written opinion of any attorney, engineer, accountant or other expert, and the Trustee shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument, but may accept and rely upon the same as conclusive evidence of the truth and accuracy of such statements; provided that the Trustee shall not be so protected if the Trustee has actual knowledge with respect to such matters to the contrary.

The Trustee shall not be bound to recognize any person as an Owner of 2006B Second Lien Bonds or to take any action at the request of such person unless satisfactory evidence of the ownership of such 2006B Second Lien Bond shall be furnished to the Trustee.

Any request or direction of the City as provided in this Indenture shall be sufficiently evidenced by, and the Trustee may conclusively rely upon, a written instrument from the City signed by the Authorized Officer or any person designated to sign on behalf of the Authorized Officer. As to any fact or circumstance concerning which the Trustee requests verification, the Trustee may conclusively rely upon a certificate signed by the Authorized Officer or any person designated to sign on behalf of the Authorized Officer.

Section 7.6. Dealings in 2006B Second Lien Bonds and with City. The Trustee may buy, sell, own, hold and deal in any of the 2006B Second Lien Bonds issued under this Indenture for its own account or that of any other person, and may join in any action which any Bondholder may be entitled to take with like effect as if it did not act in any capacity under this Indenture. The Trustee, either as principal or agent, also may engage in or be interested in any financial or other transaction with the City and may act as depository, trustee or agent for any

committee or body of Bondholders secured by this Indenture or other obligations of the City as freely as if it did not act in any capacity under this Indenture.

Section 7.7. Resignation of Trustee. The Trustee may resign and be discharged of the trusts created by this Indenture by executing an instrument in writing resigning such trusts and specifying the date when such resignation shall take effect, and filing the same with the City, not fewer than 45 days before the date specified in such instrument when such resignation shall take effect, and by giving Notice by Mail of such resignation, not fewer than 21 days prior to such resignation date, to the Owners of Outstanding 2006B Second Lien Bonds. Such resignation shall take effect on the day specified in such instrument and notice, but only if a successor Trustee shall have been appointed and shall have accepted the duties of the Trustee set forth as in this Indenture. If the successor Trustee shall not have been appointed within a period of 90 days following the giving of such notice, then the Trustee shall be authorized to petition any court of competent jurisdiction to appoint a successor Trustee as provided in Section 7.11 of this Indenture.

Section 7.8. Removal of Trustee. The Trustee may be removed by the City at any time by filing with the Trustee an instrument or instruments in writing executed by the City, appointing a successor. Such removal shall be effective 30 days (or such longer period as may be set forth in such instrument) after delivery of the instrument; provided that no such removal shall be effective until the successor Trustee appointed under this Indenture shall execute, acknowledge and deliver to the City an instrument accepting such appointment under this Indenture.

Section 7.9. Appointment of Successor Trustee. If at any time the Trustee shall be removed, or be dissolved, or if its property or affairs shall be taken under the control of any state or federal court or administrative body because of insolvency or bankruptcy, or for any other reason, then a vacancy shall immediately and *ipso facto* exist in the office of the Trustee and a successor may be appointed, and if the Trustee shall resign, then a successor may be appointed by the City. After any appointment by the City, it shall cause notice of such appointment to be given to the predecessor Trustee and the successor Trustee, and shall cause Notice by Mail to be given to all Bondholders. No such appointment shall be effective until the successor Trustee shall have accepted such appointment.

Section 7.10. Qualifications of Successor Trustee. Every successor Trustee shall be a commercial bank with trust powers or a trust company (a) duly organized under the laws of the United States or any state or territory of the United States, (b) authorized by law to perform all the duties imposed upon it by this Indenture and the laws of the State, and (c) capable of meeting its obligations under this Indenture.

Section 7.11. Judicial Appointment of Successor Trustee. If the Trustee resigns and no appointment of a successor Trustee is made pursuant to the foregoing provisions of this Indenture prior to the date specified in the notice of resignation as the date when such resignation is to take effect, the retiring Trustee may immediately apply to a court of competent jurisdiction for the appointment of a successor Trustee. Such court may thereupon, after such notice, if any, as it may deem proper and prescribe, appoint a successor Trustee meeting the qualifications set forth in Section 7.10 of this Indenture.

Section 7.12. Acceptance of Trusts by Successor Trustee. In order to evidence the acceptance of the position of Trustee under this Indenture, any successor Trustee appointed under this Indenture shall execute, acknowledge and deliver to the City an instrument accepting such appointment under this Indenture, and thereupon such successor Trustee, without any further act, deed or conveyance, shall become duly vested with all the estates, property, rights, powers, trusts, duties and obligations of its predecessor in the trust under this Indenture, with like effect as if originally named Trustee in this Indenture. Upon request of such Trustee, such predecessor Trustee and the City shall execute and deliver an instrument transferring to such successor Trustee all the estates, property, rights, powers and trusts under this Indenture of such predecessor Trustee and, subject to the provisions of Section 7.4 of this Indenture, such predecessor Trustee shall pay over and deliver to the successor Trustee all moneys and other assets at the time held by it under this Indenture.

Section 7.13. Successor by Merger or Consolidation. Any corporation into which any Trustee under this Indenture may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which any Trustee under this Indenture shall be a party, or any company to which all or substantially all of the corporate trust business of the Trustee may be sold or transferred, shall be the successor Trustee under this Indenture, without the execution or filing of any paper or any further act on the part of the parties to this Indenture, anything in this Indenture to the contrary notwithstanding.

Section 7.14. Standard of Care; Action by Trustee. Notwithstanding any other provisions of this Indenture, the Trustee shall exercise such of the rights and powers vested in it by this Indenture and use the same degree of skill and care in its exercise as a prudent person would use and exercise under the circumstances in the conduct of his or her own affairs; provided that the Trustee shall be under no obligation to take any action in respect of the execution or enforcement of any of the trusts created by this Indenture, or to institute, appear in or defend any suit or other proceeding in connection with such execution or enforcement, unless requested in writing so to do by Bondholders of at least a majority in aggregate principal amount of the 2006B Second Lien Bonds then Outstanding, and, if in its opinion such action may tend to involve it in expense or liability, unless furnished from time to time as often as it may require, with security and indemnity satisfactory to it; but the foregoing provision is intended only for the protection of the Trustee.

Except as otherwise provided in this Indenture, the Trustee need perform only those duties that are specifically set forth in this Indenture and no others. Nothing in this Section 7.14 shall permit the Trustee to delay the exercise of any mandatory power or direction under this Indenture.

Section 7.15. Duties of the Trustee. The Trustee covenants and agrees:

(a) to keep such books and records as shall be consistent with prudent industry practice, and to make such books and records available for inspection by the City at all reasonable times; and

(b) to provide such information and reports to the Authorized Officer as shall be reasonably requested by the Authorized Officer

ARTICLE VIII

AMENDMENTS TO THIS INDENTURE

Section 8.1. Limitations on Amendments to this Indenture. This Indenture shall not be modified or amended in any respect subsequent to the issuance of the 2006B Second Lien Bonds except as provided in and in accordance with and subject to the provisions of this Article VIII.

Section 8.2. Amendments Without Bondholder Consent.

(a) The City and the Trustee may, from time to time and at any time, without the consent of or notice to the Bondholders, amend this Indenture as follows:

(i) to cure any formal defect, omission, inconsistency or ambiguity in this Indenture;

(ii) to provide limitations and restrictions in addition to the limitations and restrictions contained in this Indenture on, the issuance of Second Lien Parity Bonds or other evidences of indebtedness;

(iii) to grant to or confer or impose upon the Trustee for the benefit of the Bondholders any additional rights, remedies, powers, authority, security, liabilities or duties which may lawfully be granted, conferred or imposed and which are not contrary to or inconsistent with this Indenture as to heretofore in effect, provided that no such additional liabilities or duties shall be imposed upon the Trustee without its consent;

(iv) to add to the covenants and agreements of, and limitations and restrictions upon the City in this Indenture, other covenants, agreements, limitations and restrictions to be observed by the City which are not contrary to or inconsistent with this Indenture;

(v) to confirm, as further assurance, any pledge under, and the subjection to any claim, lien or pledge created or to be created by, this Indenture, or of any moneys, securities or funds;

(vi) to authorize a different denomination or denominations of the 2006B Second Lien Bonds and to make correlative amendments and modifications to this Indenture regarding exchangeability of 2006B Second Lien Bonds of different denominations and similar amendments and modifications of a technical nature;

(vii) to comply with any applicable requirements of the Trust Indenture Act of 1939, as from time to time amended; or

(viii) to modify, alter, amend or supplement this Indenture in any other respect which is not materially adverse to the Bondholders and which does not involve a change described in clause (i), (ii) or (iii) of Section 8.3(a) of this Indenture and which, in the judgment of the Trustee (which may rely upon an Opinion of Bond Counsel), is not to the material prejudice of the Trustee.

(b) Before the City and the Trustee shall amend this Indenture pursuant to this Section 8.2, there shall have been delivered to the Trustee an Opinion of Bond Counsel stating that such amendment is authorized or permitted by this Indenture, complies with the terms of this Indenture, will, upon the adoption of this Indenture, be valid and binding upon the City in accordance with its terms and will not adversely affect the exclusion of interest on any 2006B Second Lien Bonds from the gross income of the owners of 2006B Second Lien Bonds for federal income tax purposes under the Code, and the Trustee may rely conclusively upon such opinion as to such matters.

(c) The City shall notify the Insurer of any amendments entered into pursuant to this Section 8.2.

Section 8.3. Amendments with Bondholder Consent.

(a) Except for any amendment adopted pursuant to Section 8.2 of this Indenture, subject to the terms and provisions contained in this Section and not otherwise, the City and the Trustee may, from time to time, with the written consent of the Insurer and with the consent of Bondholders of more than 50 percent in aggregate principal amount of the 2006B Second Lien Bonds then Outstanding (excluding therefrom any 2006B Second Lien Bonds then owned by the City), enter into any Supplemental Indenture deemed necessary or desirable by the City for the purposes of modifying, altering, amending, supplementing or rescinding, in any particular, any of the terms or provisions contained in this Indenture; provided that, unless approved in writing by the Owners of all the 2006B Second Lien Bonds then Outstanding, nothing in this Indenture shall permit, or be construed as permitting: (i) a change in the times, amounts or currency of payment of the principal of or interest on any Outstanding 2006B Second Lien Bond, or a reduction in the principal amount of any Outstanding 2006B Second Lien Bond or the rate of interest on such 2006B Second Lien Bonds, or (ii) a preference or priority of any 2006B Second Lien Bond or 2006B Second Lien Bonds over any other 2006B Second Lien Bond or 2006B Second Lien Bonds, or (iii) a reduction in the aggregate principal amount of 2006B Second Lien Bonds, the consent of the Owners of which is required for any such amendment.

(b) If at any time the City shall propose to enter into any Supplemental Indenture for any of the purposes of the Section, the Trustee shall cause Notice by Mail of the proposed Supplemental Indenture to be given to all Bondholders owning Outstanding 2006B Second Lien Bonds. Such notice shall briefly set forth the nature of the proposed Supplemental Indenture and shall state that a copy of this Indenture is on file at the Principal Office of the Trustee for inspection by all Bondholders.

(c) Within six months after the date of the first mailing of such notice, the City and the Trustee may enter into such Supplemental Indenture in substantially the form described in such notice, but only if there shall have first been delivered to the Trustee (i) the required consents, in writing, of the Bondholders and the Insurer, and (ii) an Opinion of Bond Counsel stating that such Supplemental Indenture is authorized or permitted by this Indenture, complies with the terms of this Indenture and, upon the execution and delivery of this Indenture, will be valid and binding upon the City in accordance with its terms and will not adversely affect the exclusion of interest on any 2006B Second Lien Bonds entitled to such exclusion from the gross income of the owners of the 2006B Second Lien Bonds for federal income tax purposes under the Code. The Trustee may rely conclusively upon such opinion as to such matters.

(d) If Owners of not less than the percentage of 2006B Second Lien Bonds required by this Section shall have consented to and approved the execution and delivery of a Supplemental Indenture as provided in this Indenture, no Bondholder shall have any right to object to the execution and delivery of such Supplemental Indenture, or to object to any of the terms and provisions contained in such Supplemental Indenture or the operation of such Supplemental Indenture, or in any manner question the propriety of the execution and delivery of such Supplemental Indenture, or to enjoin or restrain the City or the Trustee from executing and delivering the same or from taking any action pursuant to the provisions of such Supplemental Indenture.

(e) Notwithstanding anything herein to the contrary and pursuant to Section 3.2 hereof, the consent of the Insurer to any amendment or Supplemental Indenture described in this Section 8.3 shall be sufficient, and no consent of Bondholders shall be required.

Section 8.4. Effect of Supplemental Indenture. Upon the execution and delivery of any Supplemental Indenture pursuant to the provisions of this Indenture, this Indenture shall be and be deemed to be, modified and amended in accordance therewith, and the respective rights, duties and obligations under this Indenture of the City, the Trustee and all Bondholders owning 2006B Second Lien Bonds then Outstanding shall thereafter be determined, exercised and enforced under this Indenture subject in all respects to such modifications and amendments.

ARTICLE IX

MISCELLANEOUS SECTION

Section 9.1. Defeasance.

(a) If the City shall pay or cause to be paid to the Owners of all Outstanding 2006B Second Lien Bonds, the principal or and interest to become due on the 2006B Second Lien Bonds, at the times and in the manner stipulated in the 2006B Second Lien Bonds and in this Indenture, then the pledge of any moneys, securities, funds and property pledged by this Indenture and all other rights granted by this Indenture shall be discharged and satisfied. In such event, the Trustee shall, upon the request of the City, execute and deliver to the City all such instruments as may be desirable to evidence such discharge and satisfaction, and the Trustee shall pay over or deliver all moneys or securities held by it pursuant to this Indenture which are not required for the payment of 2006B Second Lien Bonds theretofore surrendered for such payment. If the City shall pay or cause to be paid, or there shall otherwise be paid, to the Owners of any Outstanding 2006B Second Lien Bonds the principal of and interest due or to become due on such 2006B Second Lien Bonds, at the times and in the manner stipulated in the 2006B Second Lien Bonds and in this Indenture, such 2006B Second Lien Bonds shall cease to be entitled to any benefit or security under this Indenture and all covenants, agreements and obligations of the City to the Owners of such 2006B Second Lien Bonds shall thereupon cease, terminate and become void and be discharged and satisfied.

(b) Outstanding 2006B Second Lien Bonds shall, prior to the maturity of such 2006B Second Lien Bonds, be deemed to have been paid as meant and with the effect expressed in paragraph (a) of this Section if: (i) there shall have been deposited with or held by the Trustee or any escrow agent either moneys in an amount which shall be sufficient, or noncallable,

nonprepayable Defeasance Obligations the principal of and the interest on which when due will provide moneys which, together with the moneys, if any, deposited with or held by the Trustee or escrow agent at the same time, shall be sufficient to pay when due the principal of and interest due and to become due on said 2006B Second Lien Bonds on and prior to the maturity date of such 2006B Second Lien Bonds, as the case may be, as certified by an independent certified public accountant acceptable to the Trustee, provided that such certification may be made by the Trustee, escrow agent or an investment banking firm in connection with a current refunding, and (ii) if any 2006B Second Lien Bonds do not mature within the next succeeding 60 days, the City shall have given the Trustee or escrow agent in form satisfactory to it irrevocable instructions to provide Notice by Mail, as soon as practicable, to the Owners of such 2006B Second Lien Bonds that the deposit required by clause (i) above has been made with the Trustee or escrow agent and that said 2006B Second Lien Bonds are deemed to have been paid in accordance with this Section and stating such maturity upon which moneys are to be available for the payment of the principal of and interest on said 2006B Second Lien Bonds. Neither Defeasance Obligations nor moneys deposited with the Trustee or escrow agent pursuant to this Section nor principal or interest payments on any such Defeasance Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal of and interest on said 2006B Second Lien Bonds, and such 2006B Second Lien Bonds not so defeased shall have no right to such moneys and Defeasance Obligations; but any cash received from such principal or interest payments on such Defeasance Obligations deposited with the Trustee or escrow agent, if not then needed for such purpose, shall to the extent practicable, be reinvested in Defeasance Obligations maturing at times and in amounts sufficient to pay when due the principal of and interest to become due on said 2006B Second Lien Bonds on and prior to maturity date of such 2006B Second Lien Bonds, as the case may be, and interest earned from such reinvestments shall be paid over to the City free and clear of any trust, lien or pledge.

(c) Nothing in this Indenture shall prohibit any deposit of Defeasance Obligations, as provided in paragraph (b) above, from being subject to a subsequent sale of such Defeasance Obligations and reinvestment of all or a portion of the proceeds of that sale in Defeasance Obligations which, together with money to remain so held in trust with the Trustee or escrow agent, shall be sufficient to provide for the payment of the principal of and interest on any 2006B Second Lien Bonds deemed to have been paid as provided in paragraph (b) above. Amounts held by the Trustee or escrow agent in excess of the amounts needed so to provide for the payment of such 2006B Second Lien Bonds may be subject to withdrawal by the City for deposit in the Sewer Revenue Fund.

(d) Notwithstanding anything herein to the contrary, in the event that the principal and/or interest due on the 2006B Second Lien Bonds shall be paid by the Insurer pursuant to the Insurance Policy, the 2006B Second Lien Bonds shall remain Outstanding for all purposes, not be defeased or otherwise satisfied and not be considered paid by the City, and the assignment and pledge of the Trust Estate and all covenants, agreements and other obligations of the City to the Owners shall continue to exist and shall run to the benefit of the Insurer and the Insurer shall be subrogated to the rights of such Owners.

(e) Any defeasance made pursuant to this Section 9.1 must be consented to by the Insurer unless the Insurer is provided with the certification set forth in Section 9.1(b)(i) above

and an Opinion of Counsel that all conditions precedent to the satisfaction and discharge of this Indenture with respect to the 2006B Second Lien Bonds being so defeased have been met.

(f) There shall be no defeasance of 2006 Second Lien Bonds unless all amounts owed to the Insurer have been paid.

Section 9.2. Parties in Interest. Except as otherwise specifically provided in this Indenture, nothing in this Indenture expressed or implied is intended or shall be construed to confer upon or to give or grant to any person, or entity other than the City, the Trustee, the Insurer and the Bondholders any right, remedy or claim under or by reason of this Indenture, or as any covenant, condition or stipulation hereof, and all covenants, stipulations, promises, and agreements in this Indenture contained by and on behalf of the City shall be for the sole and exclusive benefit of the City, the Trustee, the Insurer and the Bondholders.

Section 9.3. Severability. If any one or more of the provisions of this Indenture or of the 2006B Second Lien Bonds issued under this Indenture shall, for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Indenture or such 2006B Second Lien Bonds, and this Indenture and such 2006B Second Lien Bonds shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained in this Indenture or such 2006B Second Lien Bonds.

Section 9.4. No Personal Liability of Officials of City. No covenant or agreement contained in the 2006B Second Lien Bonds or in this Indenture shall be deemed to be the covenant or agreement of any official, officer, agent or employee of the City in his or her individual capacity, and neither the members of the City Council nor any official executing the 2006B Second Lien Bonds shall be liable personally on the 2006B Second Lien Bonds or this Indenture, or be subject to any personal liability or accountability by reason of the issuance of the 2006B Second Lien Bonds or the execution and delivery of the 2006B Second Lien Bonds or this Indenture.

Section 9.5. Counterparts. This Indenture may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Indenture.

Section 9.6. Governing Law. The laws of the State shall govern the construction and enforcement of this Indenture and of all 2006B Second Lien Bonds issued under this Indenture.

Section 9.7. Notices. Except as otherwise provided in this Indenture, all notices, certificates, requests, requisitions or other communications by the City, the Trustee or the Insurer pursuant to this Indenture shall be in writing and shall be sufficiently given and shall be deemed given when sent by facsimile, followed by hard copy mailed by first class mail, postage prepaid, addressed as follows: if to the City, at the City Comptroller's Office, Department of Finance, 33 North LaSalle Street, 6th Floor, Chicago, Illinois 60602, Attention: City Comptroller; if to the Trustee, at One West Monroe Street, Chicago, Illinois 60603, Attention: Corporate Trust Department; and if to the Insurer, at 113 King Street, Armonk, New York 10504, Attention: Insured Portfolio Management. Any of the foregoing may, by notice given under this Indenture to each of the others, designate any further or different addresses to which subsequent notices,

certificates, requests or other communications shall be sent under this Indenture, including without limitation, telephonic, facsimile or other similar forms of notice.

Section 9.8. Business Days and Times. If the date for making any payment or the last date for performance of any act or the exercising of any right, as provided in this Indenture, shall not be a Business Day, such payment may be made or act performed or right exercised on the next succeeding Business Day, with the same force and effect as if done on the nominal date provided in this Indenture, and no interest shall accrue for the period after such nominal date.

Section 9.9. Partial Validity. If any section, paragraph, clause or provision of this Indenture shall be held invalid, the invalidity of such section, paragraph, clause or provisions shall not affect any of the other provisions of this Indenture.

IN WITNESS WHEREOF, the City of Chicago has caused this Indenture to be executed by its City Comptroller, attested by its City Clerk and its corporate seal to be affixed to this Indenture; and the Trustee has caused this Indenture to be executed by one of its Authorized Officers, all as of the day and year first above written.

CITY OF CHICAGO

City Comptroller

[Seal]

Attest:

City Clerk

[TRUSTEE],
as Trustee

Title:

(Sub)Exhibit "A" Referred to in this Trust Indenture -- Series 2006B Bonds reads as follows:

(Sub)Exhibit "A".
(To Trust Indenture -- Series 2006B Bonds).

Form Of 2006B Second Lien Bond.

A. Forms Generally. The 2006B Second Lien Bonds, the Certificate of Authentication and the Form of Assignment to be printed on each of the 2006B Second Lien Bonds shall be substantially in the forms set forth in this (Sub)Exhibit A with such appropriate insertions, omissions, substitutions and other variations as are permitted or required by this Indenture and may have such letters, numbers or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an Opinion of Bond Counsel) thereon as may, consistently herewith, be established by the City or determined by the officers executing such 2006B Second Lien Bonds as evidenced by their execution of this Indenture. Any portion of the text of any 2006B Second Lien Bonds may be set forth on the reverse of such 2006B Second Lien Bond, with an appropriate reference to this Indenture on the face of the 2006B Second Lien Bond.

The definitive 2006B Second Lien Bonds shall be printed, lithographed, typewritten or engraved, produced by any combination of these methods, or produced in any other similar manner, all as determined by the officers executing such 2006B Second Lien Bonds as evidenced by their execution of this Indenture, but any temporary 2006B Second Lien Bond may be typewritten or photocopied or otherwise reproduced.

B. Form Of 2006B Second Lien Bond.

(Front Side)

Registered
Number_____.

Principal Amount

C.U.S.I.P. Number_____

\$_____

United States Of America

State Of Illinois

City Of Chicago

Second Lien Wastewater Transmission Revenue Refunding Bond,

Series 2006B.

Maturity Date: January 1, _____ Dated: _____, _____

Interest Rate: _____

Owner: _____

Principal Amount: _____

The City of Chicago (the "City") by this 2006B Second Lien Bond acknowledges itself to owe and, for value received, by this 2006B Second Lien Bond promises to pay to the Owner (named above) or registered assigns (such Owner or assigns being referred to in this 2006B Second Lien Bond as the Bondholder), on the Maturity Date (identified above), upon the presentation and surrender of this 2006B Second Lien Bond as set forth below, the Principal Amount (stated above) and interest on said Principal Amount from and including the most recent Interest Payment Date (as described below) with respect to which interest has been paid or duly provided for, until payment of said Principal Amount has been made or duly provided for, at interest rate specified above, computed on the basis of a three hundred sixty (360) day year consisting of twelve (12) thirty (30) day months, payable on January 1 and July 1 of each year, commencing _____ 1, 2007. The principal price of this 2006B Second Lien Bond is payable at the principal corporate trust office of [trustee], in the City of Chicago, Illinois, or its successors or assigns, as Trustee (the "Trustee"). The interest so payable on any Interest Payment Date will, subject to certain exceptions provided in the Indenture, be paid to the person in whose name this 2006B Second Lien Bond is registered at the close of business on the applicable Record Date (the December 15 preceding each January 1 and the June 15 preceding each July 1) preceding such Interest Payment Date. Interest on this 2006B Second Lien Bond is payable by the Trustee in the manner provided in the Indenture.

Reference is made by this 2006B Second Lien Bond to the further provisions of this 2006B Second Lien Bond set forth on the reverse of this 2006B Second Lien

Bond and such further provisions shall for all purposes have the same effect as if set forth at this place.

It is by this 2006B Second Lien Bond certified, recited and declared that all acts, conditions and things required by the Constitution and laws of the State to exist, to have happened and to have been performed, precedent to and in the execution and delivery of the Indenture and the issuance of this 2006B Second Lien Bond, do exist, have happened and have been performed in regular and due form and time as required by law.

In Witness Whereof, The City of Chicago has caused the seal of that City to be impressed or reproduced on this 2006B Second Lien Bond and this 2006B Second Lien Bond to be signed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the City Clerk.

City of Chicago

(manual or facsimile signature)

Mayor

[Seal]

Attest:

(manual or facsimile signature)

City Clerk

Dated: _____

Certificate Of Authentication.

This is to certify that this 2006B Second Lien Bond is one of the 2006B Second Lien Bonds described in the within-mentioned Indenture.

[Trustee],
as Trustee

By: _____
Authorized Officer

Date: _____

(D.T.C. Legend)

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("D.T.C."), to the issuer or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of D.T.C. (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of D.T.C.) any transfer, pledge, or other use of this certificate for value or otherwise by or to any person is a wrongful inasmuch as the registered owner of this certificate, Cede & Co., has an interest in this certificate.

(Form of 2006B Second Lien Bond -- Reverse Side).

1. Authorization.

This 2006B Second Lien Bond is one of the duly authorized Second Lien Wastewater Transmission Revenue Refunding Bonds, Series 2006B, of the City of Chicago (the "2006B Second Lien Bonds"), issued under and pursuant to the City's powers as a home rule unit under Article VII of the Illinois Constitution of 1970, a Trust Indenture dated as of November 1, 2006, from the City to the Trustee (the "Indenture") for the purposes of (a) refunding the Refunded Bonds, as defined in the Indenture, (b) paying Costs of Issuance of the 2006B Second Lien Bonds, including costs of acquiring a Debt Service Reserve Account Credit Instrument and an Insurance Policy for the 2006B Second Lien Bonds, and (c) providing for premium on the 2006B Second Lien Bonds.

2. Definitions.

Any term used but not defined in this 2006B Second Lien Bond shall be defined as in the Indenture.

3. Source Of Payments.

The 2006B Second Lien Bonds are legal, valid and binding limited obligations of the City having a claim for payment of principal and interest solely from certain monies and securities held by the Trustee under the provisions of the Indenture and, together with any other Second Lien Bonds Outstanding, from Second Lien Bond Revenues and from amounts on deposit in the Second Lien Construction Accounts, and are valid claims of their owners only against the monies and securities held by the Trustee with respect to the 2006B Second Lien Bonds and against Second Lien Bond Revenues and amounts on deposit in the Second Lien Construction Accounts, all on an equal and ratable basis with any Second Lien Parity Bonds which may be issued and Outstanding from time to time. The 2006B Second Lien Bonds and the interest on them do not constitute an indebtedness of the City within the meaning of any constitutional or statutory provision or limitation as to indebtedness and shall have no claim to be paid from taxes of the City.

4. Method Of Payment.

Bondholders must surrender 2006B Second Lien Bonds to the Trustee to collect principal. All payments of interest on the 2006B Second Lien Bonds shall be paid by the Trustee to Bondholders of record as shown on the registration books kept by the Trustee on the applicable Record Date. Such interest shall be paid on the Interest Payment Date or special interest payment date, as applicable, by clearinghouse funds check or draft mailed (or under certain circumstances, by wire transfer of immediately available funds made) on the Interest Payment Date to the persons entitled to such payment at such address appearing on the registration books of the Trustee or at such other address as has been furnished to the Trustee in writing by such person. Principal and interest will be paid in money of the United States that at the time of payment is legal tender for payment of public and private debts. If any payment on any 2006B Second Lien Bonds is due on a day other than a Business Day, it will be made on the next Business Day and no interest will accrue as a result.

5. Denominations; Transfer; Exchange.

The 2006E Second Lien Bonds are issuable in fully registered form without coupons in Authorized Denominations. A Bondholder may transfer or exchange 2006B Second Lien Bonds in accordance with the Indenture. The Trustee may exchange 2006B Second Lien Bonds in accordance with the Indenture. The Trustee may require a Bondholder, among other things, to furnish appropriate endorsements and transfer documents and to pay any taxes and fees required by law or permitted by the Indenture. The 2006B Second Lien Bonds may be exchanged for other 2006B Second Lien Bonds at the Principal Office of the Trustee upon the terms set forth in the Indenture.

6. Persons Deemed Owners.

The registered Bondholder of this 2006B Second Lien Bond shall be treated as the owner of this 2006B Second Lien Bond for all purposes, subject to certain rights of the Insurer to act in lieu of Bondholders pursuant to the Indenture.

7. Unclaimed Money.

If monies for the payment of principal or interest remains unclaimed for two (2) years, the Trustee will, upon the request of the City, pay such monies to or for the account of the City. Thereafter, Bondholders entitled to such monies must look only to the City and not to the Trustee for payment.

8. Amendment And Supplement.

Subject to certain exceptions, the Indenture be amended or supplemented, with the consent of the holders of more than fifty percent (50%) in aggregate principal amount of the 2006B Second Lien Bonds Outstanding. Without the consent of any Bondholder, the City and the Trustee may enter into amendments or supplements to the Indenture as provided in the Indenture to, among other purposes, cure any ambiguity, omission, formal defect or inconsistency, or to make any change that does not materially adversely affect the rights of any Bondholder. So long as the Insurer has not lost its right to consent as provided in the Indenture, consent by the Insurer shall be in lieu of consent by any Bondholder.

9. Defeasance.

Provision for payment of all or any portion of the 2006B Second Lien Bonds may be made, and the Indenture may be discharged, prior to payment of the 2006B Second Lien Bonds in the manner provided in the Indenture.

10. Remedies.

Any registered owner of a 2006B Second Lien Bond may proceed by civil action to compel performance of all duties required by the Indenture. The Trustee may refuse to enforce the Indenture or the 2006B Second Lien Bonds unless it receives indemnity satisfactory to it.

11. No Recourse Against Others.

Any official, officer, agent or employee, as such, of the City shall not have any liability for any obligations of the City under the 2006B Second Lien Bonds or the

Indenture or for any claim based on such obligations or their creation. Each Bondholder by accepting a 2006B Second Lien Bond waives and releases all such liability. The waiver and release are part of the consideration for the issue of the 2006B Lien Bonds.

12. Authentication.

This 2006B Second Lien Bond shall not be valid until the Trustee executes the certificate of authentication on this 2006B Second Lien Bond.

Statement Of Insurance.

[To Be Updated Based On Insurance Provided]

The _____ (the "Insurer") has issued a policy containing the following provisions, such policy being on file at [Trustee] in Chicago, Illinois.

The Insurer, in consideration of the payment of the premium and subject to the terms of the policy, hereby unconditionally and irrevocably guarantees to any owner, as hereinafter defined, of the following described obligations, the full and complete payment required to be made by or on behalf of the Issuer to [Trustee] or its successor (the "Paying Agent") of an amount equal to (i) the principal of (either at the stated maturity or by any advancement of maturity pursuant to a mandatory sinking fund payment) and interest on, the obligations (as that term is defined below) as such payments shall become due but shall not be so paid (except that in the event of any acceleration of the due date of such principal by reason of mandatory or optional redemption or acceleration resulting from default or otherwise, other than any advancement of maturity pursuant to a mandatory sinking fund payment, the payments guaranteed hereby shall be made in such amounts and at such times as such payments of principal would have been due had there not been any such acceleration); and (ii) the reimbursement of any such payment which is subsequently recovered from any owner pursuant to a final judgment by a court of competent jurisdiction that such payment constitutes an avoidable preference to such owner within the meaning of any applicable bankruptcy law. The amounts referred to in clauses (i) and (ii) of the preceding sentence shall be referred to herein collectively as the "Insured Amounts". "Obligations" shall mean:

§ _____

City Of Chicago
Second Lien Wastewater Transmission
Revenue Refunding Bonds,
Series 2006B.

Upon receipt of telephonic or telegraphic notice, such notice subsequently confirmed in writing by registered or certified mail, or upon receipt of written notice by registered or certified mail, by the Insurer from the Paying Agent or any owner of an Obligation the payment of an Insured Amount for which is then due, that such required payment has not been made, the Insurer on the due date of such payment or within one business day after receipt of notice of such nonpayment, whichever is later, will make a deposit of funds, in an account with U. S. Bank Trust National Association in New York, New York, or its successor, sufficient for the payment of any such Insured Amounts which are then due. Upon presentment and surrender of such Obligations or presentment of such other proof of ownership of the Obligations, together with any appropriate instruments of assignment to evidence the assignment of the Insured Amounts due on the Obligations as are paid by the Insurer, and appropriate instruments to effect the appointment of the Insurer as agent for such owners of the Obligations in any legal proceeding related to payment of Insured Amounts on the Obligations, such instruments being in a form satisfactory to U. S. Bank Trust National Association, U. S. Bank Trust National Association shall disburse to such owners or the Paying Agent payment of the Insured Amounts due on such Obligations, less any amount held by the Paying Agent for the payment of such Insured Amounts and legally available therefor. The policy does not insure against loss of any prepayment premium which may at any time be payable with respect to any Obligation.

As used herein, the term "owner" shall mean the registered owner of any Obligation as indicated in the books maintained by the Paying Agent, the Issuer, or any designee of the Issuer for such purpose. The term owner shall not include the Issuer or any party whose agreement with the Issuer constitutes the underlying security for the Obligations.

Any service of process on the Insurer may be made to the Insurer at its offices located at _____ and such service of process shall be valid and binding.

The policy is non-cancelable for any reason. The premium on the policy is not refundable for any reason including the payment prior to maturity of the Obligations.

Assignment.

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

Ten. Com. -- as tenants in common

Tenant. -- as tenants by the entireties

Jt. Ten. -- as joint tenants with right of survivorship and not as tenants in common

Unif. Gift Min. Act _____ Custodian _____
(Cust.) (Minor)

under Uniform Gifts to Minors Act

(State)

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

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

(Name and Address of Assignee)

this Bond of the City of Chicago and does hereby irrevocably constitute and appoint _____, to transfer said 2006B Second Lien Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature: _____

Signature Guaranteed: _____

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

*Exhibit "B".
(To Ordinance)*

Trust Indenture

From

City Of Chicago

To

[Trustee]

As Trustee

Securing

\$ _____

City Of Chicago

Second Lien Wastewater Transmission

Variable Rate Revenue Bonds,

Series 2006A

Dated As Of _____ 1, 2006.

TRUST INDENTURE

THIS TRUST INDENTURE (this "*Indenture*") dated as of _____ 1, 2006, is from the CITY OF CHICAGO (the "*City*"), a municipal corporation and home rule unit of local government organized and existing under the Constitution and laws of the State of Illinois, to [TRUSTEE], an Illinois banking corporation with trust powers, having its Principal Office in the City of Chicago, Illinois, as trustee (said corporation, and any successor or successors as trustee under this Indenture, being referred to in this Indenture as the "*Trustee*");

The City is a duly constituted and existing municipality within the meaning of Section 1 of Article VII of the 1970 Constitution of the State of Illinois (the "*Constitution*"), and is a "home rule unit" under Section 6(a) of Article VII of the Constitution.

The City has constructed and is maintaining and operating the Sewer System (as defined below) to meet the needs of the City's inhabitants and other users of the Sewer System. The Sewer System is operated under the supervision and control of the Department of Water Management of the City.

The City has previously issued and may in the future issue its Senior Lien Bonds (as defined below) for any lawful purpose of the Sewer System, including refunding Outstanding Senior Lien Bonds or obligations payable from revenues of the Sewer System on a basis subordinate to the Senior Lien Bonds (including Second Lien Bonds and Subordinate Lien Obligations) or for paying costs of issuance.

The City has previously issued and may in the future issue its Second Lien Bonds (as defined below) for any lawful purpose of the Sewer System, including refunding Outstanding Senior Lien Bonds and Second Lien Bonds or obligations payable from revenues of the Sewer System on a basis subordinate to the Second Lien Bonds (including Subordinate Lien Obligations) or for paying costs of issuance.

Pursuant to an ordinance duly adopted by the City Council on _____, 2006 (the "*Series 2006 Bond Ordinance*"), the City has determined to issue its Second Lien Wastewater Transmission Variable Rate Revenue Bonds, Series 2006A (the "*Series 2006A Second Lien Bonds*"), for the purposes of (i) refunding a portion of certain Outstanding Senior Lien Bonds and Second Lien Bonds (the "*Refunded Bonds*") and (ii) paying Project Costs, including capitalized interest, and (iii) paying Costs of Issuance of the Series 2006A Second Lien Bonds, including costs of acquiring a Debt Service Reserve Account Credit Instrument (as defined below), the premium for the Initial Bond Insurance Policy and certain fees related to the Liquidity Facility.

Simultaneously with the issuance of the Series 2006A Second Lien Bonds, pursuant to the Series 2006 Bond Ordinance, the City has determined to issue its Second Lien Wastewater Transmission Revenue Refunding Bonds, Series 2006B (the "*Series 2006B Second Lien Bonds*," and together with the Series 2006A Second Lien Bonds, the "*Series 2006 Second Lien Bonds*"), on a parity with the Series 2006A Second Lien Bonds for the purposes of (i) refunding the Refunded Bonds, and (ii) paying Costs of Issuance of the Series 2006B Second Lien Bonds, including costs of acquiring a debt service reserve account credit instrument and the premium for a bond insurance policy.

The estimated amount of Project Costs (as defined below), together with the amounts described above for refunding the Refunded Bonds, is in excess of \$ _____.

The City does not have available funds sufficient to pay the Project Costs, refund the Refunded Bonds and pay Costs of Issuance.

Pursuant to the Series 2006 Bond Ordinance, the City has authorized the issuance and sale of the Series 2006 Second Lien Bonds in an aggregate principal amount of not to exceed \$175,000,000.

The Series 2006A Second Lien Bonds will have a claim for payment solely from Second Lien Bond Revenues (as defined below) and the other sources pledged under this Indenture and shall be valid claims of their registered owners only against the funds and assets and other money held by the Trustee with respect to the Series 2006A Second Lien Bonds and, together with other Second Lien Bonds, against Second Lien Bond Revenues and amounts on deposit in the Second Lien Construction Accounts (as defined below).

In connection with the issuance of the Series 2006A Second Lien Bonds bearing interest at a Short Rate, the City and a Remarketing Agent (as defined below) have entered into a Remarketing Agreement, pursuant to which the Remarketing Agent will arrange for the purchase of Series 2006A Second Lien Bonds tendered for purchase by Bondholders and attempt to remarket said tendered Series 2006A Second Lien Bonds on behalf of the City.

The Series 2006A Second Lien Bonds bearing interest at a Short Rate are entitled to the benefits of a Liquidity Facility (as defined below) issued to the Trustee by the Bank (as defined below) for the account of the City, pursuant to the terms of this Indenture and the Liquidity Agreement (as defined below) between such Bank and the City.

The Initial Bond Insurer (as defined below) has issued an Initial Bond Insurance Policy (as defined below) insuring the payment of the principal of and interest on the Series 2006A Second Lien Bonds, as provided therein.

The Bank has delivered the Liquidity Facility to pay the purchase price of Tendered Bonds to the extent they are not remarketed by the Remarketing Agent.

The execution and delivery of the Series 2006A Second Lien Bonds and this Indenture have in all respects been duly authorized. All things necessary to make the Series 2006A Second Lien Bonds, when executed by the City and authenticated by the Trustee, the valid and binding legal obligations of the City and to make this Indenture a valid and binding agreement, have been done.

GRANTING CLAUSES

The City, in consideration of the premises and the acceptance by the Trustee of the trusts hereby created and of the purchase and acceptance of the Series 2006A Second Lien Bonds by their Owners, and of the sum of one dollar lawful money of the United States of America duly paid by the Trustee to the City at or before the execution and delivery of these presents, and for other good and valuable consideration, the receipt of which is acknowledged, in order to secure

the payment of the principal of, redemption premium, if any, and interest on the Series 2006A Second Lien Bonds according to their tenor and effect, and to secure the performance and observance by the City of all the covenants expressed or implied herein and in the Series 2006A Second Lien Bonds, assigns and grants a security interest in and to the following (the "*Trust Estate*") to the Trustee, and its successors in trust and assigns forever, for the securing of the performance of the obligations of the City hereinafter set forth.

GRANTING CLAUSE FIRST

All right, title and interest of the City in and to the Second Lien Bond Revenues and amounts on deposit in the Second Lien Construction Accounts; provided that the pledge and assignment of such Second Lien Bond Revenues and amounts on deposit in the Second Lien Construction Accounts shall rank *pari passu* with any pledge and assignment made by the City to secure the Series 1998 Second Lien Bonds, the Series 2000 Second Lien Bonds, the Series 2001 Second Lien Bonds, the Series 2001A Second Lien Bonds, the Series 2004A Second Lien Bonds, the Series 2004B Second Lien Bonds and the Series 2006B Second Lien Bonds (each as defined below) and any Second Lien Parity Bonds (as defined below), in the manner and to the extent described in Section 2.2 hereof.

GRANTING CLAUSE SECOND

All moneys and securities from time to time held by the Trustee under the terms of this Indenture, except for moneys deposited with or paid to the Trustee and held in trust hereunder for the redemption of Series 2006A Second Lien Bonds, notice of the redemption of which, or irrevocable instruction to give such notice, has been duly given, moneys and securities held in the Escrow Account established under the Escrow Agreement (as defined below), moneys on deposit in the Bond Purchase Fund (as defined below) and moneys held in the rebate account.

GRANTING CLAUSE THIRD

Any and all other property, rights and interest of every kind and nature from time to time hereafter by delivery or by writing of any kind granted, bargained, sold, alienated, demised, released, conveyed, assigned, transferred, mortgaged, pledged, hypothecated or otherwise subjected hereto, as and for additional security hereunder by the City or by any other person on its behalf or with its written consent to the Trustee, and the Trustee is hereby authorized to receive any and all property thereof at any time and all times and to hold and apply the same subject to the terms hereof.

TO HAVE AND TO HOLD all and singular the Trust Estate, whether now owned or hereafter acquired, unto the Trustee and its successors in said trust and assigns forever;

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth for the equal and proportionate benefit, security and protection of all present and future owners of the Series 2006A Second Lien Bonds without privilege, priority or distinction as to the lien or otherwise of any of the foregoing over any other of the foregoing except to the extent herein or in this Indenture otherwise specifically provided, and the Bank, the Bond Insurer and the Initial Swap Provider, as expressly provided herein;

PROVIDED that if the City, its successors or assigns, shall well and truly pay, or cause to be paid, the principal of, redemption premium, if any, and interest on the Series 2006A Second Lien Bonds due or to become due thereon, at the times and in the manner set forth therein according to the true intent and meaning thereof, and shall cause the payments to be made on the Series 2006A Second Lien Bonds as required under Article V hereof, or shall provide, as permitted hereby, for the payment thereof and shall well and truly cause to be kept, performed and observed all of its covenants and conditions pursuant to the terms of this Indenture, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof, then upon the final payment thereof this Indenture and the rights hereby granted shall cease, determine and be void; otherwise this Indenture shall remain in full force and effect; and it is expressly declared, that all Series 2006A Second Lien Bonds issued and secured hereunder are to be issued, authenticated and delivered and all said property, rights and interests and any other amounts hereby assigned and pledged are to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as herein expressed, and the City has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the Owners of the Series 2006A Second Lien Bonds, as follows:

ARTICLE I

DEFINITIONS; CONSTRUCTION

Section 1.1 Definitions. Terms defined in the Series 2006 Bond Ordinance are used with the same meanings in this Indenture, unless the context clearly requires otherwise. The terms defined in this Section shall, for all purposes of this Indenture, have the meanings specified in this Indenture, unless the context clearly requires otherwise.

"Adjustment Date" means (a) the date of issuance of the Series 2006A Second Lien Bonds, (b) any date which is the first day of an Adjustment Period designated in the manner set forth in Section 4.1 hereof, (c) any Substitute Adjustment Date designated in the manner set forth in Section 4.2 hereof, and (d) any proposed Term Rate Conversion Date or Fixed Rate Conversion Date designated in the manner set forth in Section 4.3 hereof.

"Adjustment Period" means, with respect to each Series 2006A Second Lien Bond, each period commencing on an Adjustment Date for such Series 2006A Second Lien Bond to and including the day immediately preceding the immediately succeeding Adjustment Date for such Series 2006A Second Lien Bond (or the Maturity Date thereof), during which period such Series 2006A Second Lien Bond shall operate in one type of Interest Mode.

"Administrative Expenses" means (a) the fees and expenses payable to the Trustee and the Remarketing Agent, (b) the fees, expenses and other obligations (other than Bank Bonds) payable to the Bank under the Liquidity Facility and the Liquidity Agreement, (c) all amounts due to the Initial Bond Insurer under the Insurance Agreement, (d) the fees and expenses payable to the Auction Agent under the Auction Agreement, and (e) the fees and expenses payable to any Broker-Dealer under the Broker-Dealer Agreement.

"Agent Member" means a member of, or participant in, DTC who will act on behalf of a Bidder.

"Aggregate Second Lien Debt Service" means, as of any particular date of computation and with respect to a particular Fiscal Year or other specified 12-month period, an amount of money equal to the aggregate of the amounts of Annual Second Lien Debt Service with respect to such Fiscal Year or other specified 12-month period for the Second Lien Bonds of all series.

"Aggregate Senior Lien Debt Service" means, as of any particular date of computation and with respect to a particular Fiscal Year or other specified 12-month period, an amount of money equal to the aggregate of the amounts of Annual Senior Lien Debt Service with respect to such Fiscal Year or other specified 12-month period for the Senior Lien Bonds of all series.

"Annual Second Lien Debt Service" means, as of any particular date of computation and with respect to a particular Fiscal Year or other specified 12-month period and for Second Lien Bonds of a particular series, an amount of money equal to the sum of (a) all interest payable during such Fiscal Year or other specified 12-month period on all Second Lien Bonds of said series Outstanding on said date of computation and (b) all Principal Installments payable during such Fiscal Year or other specified 12-month period with respect to all Second Lien Bonds of said series Outstanding on said date of computation, all calculated on the assumption that such Second Lien Bonds will after said date of computation cease to be Outstanding by reason, but only by reason, of the payment when due and application in accordance with the ordinances and trust indentures creating such series of Second Lien Bonds of Principal Installments payable at or after said date of computation. For purposes of computing the interest payable on any Variable Rate Bonds constituting Second Lien Bonds in any future Fiscal Year or other specified future 12-month period, the rate of interest shall be assumed to equal the highest monthly average rate of interest paid with respect to such Variable Rate Bonds during the 12 months preceding the date of such calculation, plus 0.5 percent, or if such Variable Rate Bonds were not Outstanding during the entire 12-month period preceding the date of calculation, the highest monthly average rate of interest paid with respect to comparable debt obligations having a comparable interest rate determination method, interest rate period and rating during such 12-month period, plus 0.5 percent. In the event the City has entered into an Interest Rate Hedge Agreement with respect to any Second Lien Bonds, the interest payable on such Second Lien Bonds shall be deemed to be the sum of (i) the amount payable under the Interest Rate Hedge Agreement for the years in which the Interest Rate Hedge Agreement is in effect, plus (ii) the difference between the amount paid as interest on such Second Lien Bonds and the amount received by the City pursuant to the Interest Rate Hedge Agreement (but not less than zero). If the City is to pay a variable rate pursuant to the Interest Rate Hedge Agreement, the variable rate calculation shall be made in the same manner as for Variable Rate Bonds. Amounts deposited in the Principal and Interest Account pursuant to Sections 2.5 and 5.3(c) or similar provisions in any trust indenture or ordinances securing Second Lien Bonds shall be credited against Annual Second Lien Debt Service.

"Annual Senior Lien Debt Service" means, as of any particular date of computation and with respect to a particular Fiscal Year or other specified 12-month period for Senior Lien Bonds of a particular series, an amount of money equal to the sum of (a) all interest payable during such Fiscal Year or other specified 12-month period on all Senior Lien Bonds of said series Outstanding on said date of computation and (b) all Principal Installments payable during such Fiscal Year or other specified 12-month period with respect to all Senior Lien Bonds of said series Outstanding on said date of computation, all calculated on the assumption that Senior Lien

Bonds will after said date of computation cease to be Outstanding by reason, but only by reason, of the payment when due and application in accordance with the Senior Lien Bond Ordinances of Principal Installments payable at or after said date of computation. For purposes of computing the interest payable on any Variable Rate Bonds constituting Senior Lien Bonds in any future Fiscal Year or other specified future 12-month period, the rate of interest shall be assumed to equal the highest monthly average rate of interest paid with respect to such Variable Rate Bonds during the 12 months preceding the date of such calculation, plus 0.5 percent, or if such Variable Rate Bonds were not Outstanding during the entire 12-month period preceding the date of calculation, the highest monthly average rate of interest paid with respect to comparable debt obligations having a comparable interest rate determination method, interest rate period and rating during such 12-month period, plus 0.5 percent. In the event the City has entered into an Interest Rate Hedge Agreement with respect to any Senior Lien Bonds, the interest payable on such Senior Lien Bonds shall be deemed to be the sum of (i) the amount payable under the Interest Rate Hedge Agreement for the years in which the Interest Rate Hedge Agreement is in effect, plus (ii) the difference between the amount paid as interest on such Senior Lien Bonds and the amount received by the City pursuant to the Interest Rate Hedge Agreement (but not less than zero). If the City is to pay a variable rate pursuant to the Interest Rate Hedge Agreement, the variable rate calculation shall be made in the same manner as for Variable Rate Bonds.

"*ARS Bonds*" means a Sub-series of Series 2006A Second Lien Bonds bearing interest at the ARS Rate.

"*ARS Index*" has the meaning specified in Section 4.5(i) of this Indenture.

"*ARS Multiple*" means, as of any Auction Date, the Percentage of ARS Index (in effect on such Auction Date) determined as set forth below, based on the Prevailing Rating of the ARS Bonds in effect at the close of business on the Business Day immediately preceding such Auction Date:

<u>Prevailing Rating</u>	<u>Percentage of ARS Index</u>
AAA/Aaa/AAA	175%
AA/Aa/AA	250%
A/A/A	350%
BBB/Baa/BBB	450%
Below BBB/Baa/BBB	500%

"*ARS Rate*" means for each Sub-series of ARS Bonds, the rates of interest to be borne by the ARS Bonds during each Auction Period determined in accordance with Section 4.5 of this Indenture; provided, in no event may the ARS Rates exceed the Maximum Interest Rate.

"*ARS Rate Adjustment Date*" means the date on which a Sub-series of ARS Bonds convert from an Interest Mode other than an Auction Rate Mode and begin to bear interest at an ARS Rate.

"*ARS Rate Period*" means, with respect to any ARS Bonds which bear interest at an ARS Rate, any period of time commencing on an ARS Rate Adjustment Date and ending on an Adjustment Date.

"Auction" means each periodic implementation of the Auction Procedures.

"Auction Agent" means the auctioneer, if any, named in the Auction Agreement.

"Auction Agreement" means an agreement between the Auction Agent and the Trustee, as approved by the Initial Bond Insurer, pursuant to which the Auction Agent agrees to follow the procedures specified in this Indenture with respect to the ARS Bonds while bearing interest at an ARS Rate, as such agreement may from time to time be amended or supplemented in accordance with its terms, with the consent of the Initial Bond Insurer.

"Auction Date" means, with respect to any Sub-series of ARS Bonds, during any period in which the Auction Procedures are not suspended in accordance with the provisions of this Indenture (i) if the ARS Bonds are in a Special Auction Period, the last Business Day of the Special Auction Period, and (ii) if the ARS Bonds are in any other Auction Period, the Business Day next preceding each Interest Payment Date for such ARS Bonds (whether or not an Auction will be conducted on such date); *provided, however*, that the last Auction Date with respect to the ARS Bonds in an Auction Period or a Special Auction Period will be the earlier of (a) the Business Day next preceding the Interest Payment Date next preceding the Adjustment Date on which the ARS Bonds will be converted to another Interest Mode and (b) the Business Day next preceding the Interest Payment Date next preceding the Maturity Date for the ARS Bonds. The last Business Day of a Special Auction Period will be the Auction Date for the Auction Period which begins on the next succeeding Business Day, if any.

"Auction Period" means (i) a Special Auction Period, (ii) with respect to a Sub-series of ARS Bonds in a seven-day mode, a period of generally seven days beginning on the day of the week designated by the Broker-Dealer (or the day following the last day of the prior Auction Period if the prior Auction Period does not end on such day of the week) and ending on the day of the week designated by the Broker-Dealer thereafter (unless such day of the week is not followed by a Business Day, in which case on the next succeeding day which is followed by a Business Day), (iii) with respect to a Sub-series of ARS Bonds in the 28-day mode, a period of generally 28 days beginning on the day of the week designated by the Broker-Dealer (or the day following the last day of the prior Auction Period if the prior Auction Period does not end on such day of the week) and ending on such day of the fourth week thereafter designated by the Broker-Dealer (unless such day of the week is not followed by a Business Day, in which case on the next succeeding day which is followed by a Business Day), (iv) with respect to a Sub-series of ARS Bonds in the 35-day mode, a period of generally 35 days beginning on the day of the week designated by the Broker-Dealer (or the day following the last day of the prior Auction Period if the prior Auction Period does not end on such day of the week) and ending on such day of the fifth week thereafter designated by the Broker-Dealer (unless such day of the week is not followed by a Business Day, in which case on the next succeeding day which is followed by a Business Day), (v) with respect to a Sub-series of ARS Bonds in a three-month mode, a period of generally three months (or shorter period upon conversion from another Auction Period) beginning on the date following the last day of the prior Auction Period and ending on such same day of the week that is most closely three months following the beginning date of such Auction Period, and (vi) with respect to a Sub-series of ARS Bonds in a six-month mode, a period of generally six months (or shorter period upon a conversion from another Auction Period) beginning on the day following the last day of the prior Auction Period and ending on such same

day of the week that is most closely six months following the beginning date of such Auction Period.

"Auction Procedures" means the procedures for conducting Auctions set forth in Section 4.5 hereof.

"Auction Rate" means for any Sub-series of ARS Bonds for each Auction Period, (i) if Sufficient Clearing Bids exist, the Winning Bid Rate for such Sub-series; provided, however, if all of the ARS Bonds are the subject of Submitted Hold Orders, the Minimum ARS Rate for the ARS Bonds and (ii) if Sufficient Clearing Bids do not exist, the Maximum ARS Rate for the ARS Bonds.

"Auction Rate Documents" means any Auction Agreement, Broker-Dealer Agreement or other agreement required to be executed and delivered at any time in order to effectuate the Auction Procedures in connection with any Auction Rate Mode designated by the City hereunder.

"Auction Rate Mode" means an Interest Mode during which the rate of interest borne by any Sub-series of Series 2006A Second Lien Bonds is determined in accordance with Section 4.5 hereof.

"Authorized Denominations" means, (i) with respect to a particular Series 2006A Second Lien Bond in a Short Mode, \$100,000 and any multiple of \$5,000 in excess thereof, [(ii) with respect to a particular Series 2006A Second Lien Bond in an Auction Rate Mode, \$25,000 and any integral multiple thereof,] and (iii) after the Term Rate Conversion Date or Fixed Rate Conversion Date with respect to a particular Series 2006A Second Lien Bond, \$5,000 and any integral multiple thereof.

"Authorized Officer" means the City Comptroller of the City, or if the City Comptroller so determines and designates, the Chief Financial Officer.

"Available Bonds" means for each Sub-series of ARS Bonds on each Auction Date, the aggregate principal amount of ARS Bonds that are not the subject of Submitted Hold Orders.

"Bank" means a banking institution in its capacity as issuer of a Liquidity Facility and its successors in such capacity and assigns and, if a Substitute Liquidity Facility has been issued in accordance with Section 5.6 of this Indenture, shall mean the issuer or issuers of any Substitute Liquidity Facility in its or their capacity as issuer of such Substitute Liquidity Facility and its or their successors in such capacity and assigns, each of which is subject to the approval by the Initial Bond Insurer. The initial Bank is _____.

"Bank Approval" means the written approval of the Bank, if such approval is required pursuant to the then-applicable Liquidity Agreement.

"Bank Bonds" means Tendered Bonds purchased with moneys drawn under the Liquidity Facility pursuant to Section 3.8(c) hereof, which are owned by the Bank or its permitted assigns in accordance with the Liquidity Agreement or the Custody Agreement, if any, until such Bank

Bonds are remarketed by the Remarketing Agent pursuant to the Remarketing Agreement or such Bank Bonds lose their characterization as Bank Bonds pursuant to the Liquidity Agreement.

"Bank Obligations" means the City's obligations under the Liquidity Agreement which may be evidenced by a promissory note of the City.

"Bank Rate" means with respect to any Bank Bond, such interest rate or sequence of rates (which may be stated as a formula and may be determined by reference to a specified index or indices) as is specified in the Liquidity Agreement then in effect pursuant to which such Bank Bond was purchased. Notwithstanding the foregoing, at no time shall the Bank Rate be higher than the Maximum Interest Rate.

"Bank Variable Rate" means such portion of the then applicable Bank Rate as is determined by the Remarketing Agent to equal the rate of interest Bank Bonds bearing such Bank Rate would have borne had they not been tendered and purchased by the Bank under the Liquidity Agreement.

"Bid" has the meaning set forth in Section 4.5(d) hereof.

"Bidder" means each Existing Owner and Potential Owner who places an Order.

"BMA Municipal Index" means the "BMA Municipal Swap Index"TM (such index previously known as the "PSA Municipal Swap Index"TM) announced by Municipal Market Data on the BMA Index Determination Date and based upon the weekly interest rate resets of tax-exempt variable rate issues included in a database maintained by Municipal Market Data which meet specified criteria established by the Bond Market Association. The BMA Municipal Swap Index shall be based upon current yields of high-quality weekly adjustable variable rate demand bonds which are subject to tender upon seven days notice, the interest on which under the Code, is excludable from gross income for federal income tax purposes. The BMA Municipal Swap Index shall not include any bonds the interest on which is subject to any personal "alternative minimum tax" or similar tax unless all tax exempt bonds are subject to such tax; provided, however, that if such index is no longer produced by Municipal Market Data, Inc. or its successor, then "BMA Municipal Index" means such other reasonably comparable index selected by the City.

"Beneficial Owner" means the owner of a beneficial interest in Series 2006A Second Lien Bonds registered in the name of Cede & Co., as nominee of DTC (or a successor securities depository or nominee for either of them).

"Bond Counsel" means one or more firms of nationally recognized bond counsel designated by the Corporation Counsel of the City.

"Bondholder" or *"Owner"* means the person in whose name any Series 2006A Second Lien Bond is registered on the registration books of the City kept by the Trustee.

"Bond Insurance Policy" means the Initial Bond Insurance Policy for the Series 2006A Second Lien Bonds to be delivered by the Initial Bond Insurer to the Trustee on the date of issuance, unless and until such Bond Insurance Policy is canceled pursuant to Section 5.8 hereof,

and thereafter means any Substitute Bond Insurance Policy delivered by a Substitute Bond Insurer and accepted by the Trustee in substitution therefor pursuant to Section 5.8 hereof.

"Bond Insurance Substitution Date" means the date on which a Substitute Bond Insurance Policy becomes effective.

"Bond Insurer" means the Initial Bond Insurer, as issuer of the Initial Bond Insurance Policy, until such Bond Insurance Policy is canceled pursuant to Section 5.8 hereof, and thereafter means a Substitute Bond Insurer as the obligor on any Substitute Bond Insurance Policy accepted by the Trustee in substitution therefor pursuant to Section 5.8 hereof.

"Bond Insurer Approval" means the written approval of the Bond Insurer, if such approval is required pursuant to this Indenture or the then-applicable insurance agreement.

"Bond Insurer Obligations" means the City's obligations to the Bond Insurer pursuant to this Indenture or in connection with the Bond Insurance Policy or any applicable insurance agreement between the City and the Bond Insurer with respect to the Series 2006A Second Lien Bonds, including the Insurance Agreement.

"Bond Purchase Fund" means the fund of that name established in Section 5.5 hereof.

"Broker-Dealer" means any entity that is permitted by law to perform the function required of a Broker-Dealer described in this Indenture, that is a member of, or a direct participant in, DTC, that is approved by the Initial Bond Insurer and that is a party to a Broker-Dealer Agreement with the Auction Agent.

"Broker-Dealer Agreement" means an agreement approved by the Initial Bond Insurer among the Auction Agent, the City and a Broker-Dealer pursuant to which such Broker-Dealer agrees to follow the Auction Procedures, as such Auction Procedures may from time to time be amended or supplemented with the consent of the Initial Bond Insurer.

"Broker-Dealer Rate" means the interest rate with respect to the ARS Bonds as may be established pursuant to a Broker-Dealer Agreement.

"Business Day" means any day other than a Saturday, Sunday or (i) a day on which banks located (a) in the city in which the Principal Office of the Trustee is located, (b) in the city in which the office of the Bond Insurer [or the Bond Insurer's custodian] at which claims under the Bond Insurance Policy are to be paid (initially, [New York], New York) is located, (c) in the city in which the designated United States office of the Bank at which drawings under the Liquidity Agreement are to be honored is located, (d) in the city in which the designated corporate trust office of the Trustee or the Trustee's Agent at which the Bonds may be tendered for purchase by the holders thereof is located, (e) in the city in which the designated office of the Auction Agent is located and (f) in the city in which the Principal Office of the Remarketing Agent is located, are required or authorized to remain closed, (ii) a day on which The New York Stock Exchange is closed, or (iii) while any Series 2006A Second Lien Bonds are in the Auction Rate Mode, April 14, April 15, December 30 or December 31 with respect to such Series 2006A Second Lien Bonds.

"Chief Financial Officer" means the person designated by the Mayor as the City's Chief Financial Officer, or if no such designation has been made or if such position is vacant, the City Comptroller of the City.

"City" means the City of Chicago.

"City Council" means the City Council of the City.

"Code" means the Internal Revenue Code of 1986, as amended.

"Construction Account: 2006A Second Lien Bonds" means the separate account of that name in the Sewer Revenue Fund established pursuant to Section 4.1 of the Series 2006 Bond Ordinance.

"Costs of Issuance" means all fees and costs incurred by the City relating to the issuance of the Series 2006A Second Lien Bonds, including, without limitation, printing costs, the Trustee's and any Remarketing Agent's initial fees and charges, financial advisory fees, engineering fees, legal fees, accounting fees, the costs related to any Interest Rate Hedge Agreements or other similar arrangements entered into pursuant to Section 3.6 of the Series 2006 Bond Ordinance, the cost of any premiums for financial guaranty or municipal bond insurance to insure the Series 2006A Second Lien Bonds, the cost of providing any Debt Service Reserve Account Credit Instrument or other credit facilities with respect to the Series 2006A Second Lien Bonds, including the initial fees of the Bank and the Remarketing Agent and the cost of any related services with respect to the Series 2006A Second Lien Bonds.

"Custody Account" means the Account of that name established on behalf of a Bank pursuant to Section 3.8 of this Indenture.

"Custody Agreement" means a custody agreement or a pledge and security agreement (which may also be the Liquidity Agreement), if any, entered into by the Trustee, as custodian, the Bank, and any other Person, and any and all amendments and supplements thereto, relating to Bank Bonds and approved by the Initial Bond Insurer.

"Debt Service Requirement" means, in any Fiscal Year, the principal of and interest on any Outstanding Series 2006A Second Lien Bonds required to be paid in that Fiscal Year.

"Debt Service Reserve Account" means the account of that name established in the Series 2006A Second Lien Bonds Revenue Fund as described in Section 5.3 of this Indenture.

"Debt Service Reserve Account Credit Instrument" means a noncancelable insurance policy, a noncancelable surety bond or an irrevocable letter of credit which may be delivered to the Trustee in lieu of or in partial substitution for cash or securities required to be on deposit in the Debt Service Reserve Account. In the case of an insurance policy or surety bond, the company providing the insurance policy or surety bond shall be an insurer which, at the time of issuance of the insurance policy or surety bond, has been assigned a credit rating which is within one of the two highest ratings accorded insurers by at least two Rating Agencies, without regard to any refinement or gradation of rating category by numerical modifier or otherwise. Letters of credit shall be issued by a banking institution which has, or the parent of which has, or the

holding corporation of which it is the principal bank has, at the time of issuance of the letter of credit, a credit rating on its long-term unsecured debt within one of the two highest rating categories from at least two Rating Agencies, without regard to any refinement or gradation of rating category by numerical modifier or otherwise. Unless any letter of credit or surety bond is rated in the highest long-term rating category by S&P or Moody's, Initial Bond Insurer Approval is required. The insurance policy, surety bond or letter of credit shall grant to the City the right to receive payment for the purposes for which the Debt Service Reserve Account may be used or for deposit in that Account and shall be irrevocable during its term.

"Debt Service Reserve Requirement" means, as of any date of computation, an amount equal to the least of (i) the highest future Debt Service Requirement of all Series 2006A Second Lien Bonds in any Fiscal Year including the Fiscal Year in which the date of computation falls; (ii) 10 percent of the original principal amount of the Series 2006A Second Lien Bonds (less any original issue discount); or (iii) 125 percent of the average annual Debt Service Requirement on the Series 2006A Second Lien Bonds. Any Series 2006A Second Lien Bonds required to be redeemed pursuant to mandatory Sinking Fund Payments shall be treated for purposes of this definition as being due on the dates they are required to be redeemed and not on their stated Maturity Dates.

"Default Auction Rate" means, for ARS Bonds in respect of any Auction Period, a per annum rate equal to five hundred fifty percent (550%) of the ARS Index determined on the Auction Date next preceding the first day of such Auction Period, provided that in no event will the Default Auction Rate exceed the Maximum Interest Rate.

"Defaulted Interest" means interest on any Series 2006A Second Lien Bond which is payable but not duly paid on the date due.

"Defeasance Obligations" means (i) cash, (ii) U.S. Treasury (the *"Treasury"*) Certificates, Notes and Bonds (including State and Local Government Series), (iii) direct obligations of the Treasury which have been stripped by the Treasury itself, CATS, TIGRS and similar securities, (iv) pre-refunded municipal bonds rated *"Aaa"* by Moody's and *"AAA"* by S&P; provided, however, if the issue is only rated by S&P, then the pre-refunded bonds must have been pre-refunded with cash, direct U.S. or U.S. guaranteed obligations, or *"AAA"* rated pre-refunded municipals, (v) the interest component of REFCORP strips which have been stripped by request to the Federal Reserve Bank of New York in book entry form, (vi) obligations issued by the following agencies which are backed by the full faith and credit of the U.S.: U.S. Export-Import Bank (Eximbank) (direct obligations or fully guaranteed certificates of beneficial ownership), Farmers Home Administration (FmHA) (certificates of beneficial ownership), Federal Financing Bank, General Services Administration (participation certificates), U.S. Maritime Administration (guaranteed Title XI financing), U.S. Department of Housing and Urban Development (HUD) (Project Notes, Local Authority Bonds, New Communities Debentures - U.S. government guaranteed debentures), and U.S. Public Housing Notes and Bonds - U.S. government guaranteed public housing notes and bonds, or (vii) any other investment approved by the Bond Insurer; provided that Defeasance Obligations described in (iii) and (vii) above shall not be used without the consent of S&P if the City seeks to have the defeasance escrow rated by S&P.

"Demand Date" means, with respect to any Series 2006A Second Lien Bond during a Weekly Mode, the Business Day specified in the notice received by the Trustee's Agent upon which the Owner of such Bond intends to tender such Bond (or any portion thereof in an Authorized Denomination) for purchase as provided in Section 3.1 hereof, which Business Day shall be not less than seven calendar days after the date such notice is received.

"Determination Certificate" means the Certificate of the Authorized Officer with respect to the Series 2006A Second Lien Bonds filed with the office of the City Clerk, addressed to the City Council as provided in Section 3.5(h) of the Series 2006 Bond Ordinance.

"Differential Interest Amount" means an amount equal to the excess of (a) interest which has accrued and could actually be paid on Bank Bonds at the Bank Rate up to but excluding the Sale Date, less (b) the interest accrued on such Bank Bonds at the Bank Variable Rate received by the Bank from the purchaser or purchasers of such Bank Bonds on the Sale Date as part of the purchase price thereof.

"DTC" means The Depository Trust Company, New York, New York.

[*"Escrow Agent"* means, collectively, the Series 1993 Escrow Agent, Series 1995 Escrow Agent, the Series 2000 Escrow Agent, the Series 2001A Escrow Agent and the Series 2004 Escrow Agent].

[*"Escrow Agreement"* means, collectively, the Series 1993 Escrow Agreement, the Series 1995 Escrow Agreement, the Series 2000 Escrow Agreement and the Series 2001A Escrow Agreement and the Series 2004 Escrow Agreement].

"Existing Owner" means a Person who is listed as the beneficial owner of the ARS Bonds in the records of the Auction Agent.

"Fiscal Year" means the period beginning January 1 and ending December 31 of any year.

"Fitch" means Fitch Ratings, its successors and assigns, and, if Fitch shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Fitch" shall be deemed to refer to any other nationally recognized securities rating agency designated by the City by notice to the Trustee.

"Fixed Mode" means the Adjustment Period commencing on the Fixed Rate Conversion Date for a Series 2006A Second Lien Bond and ending on the Maturity Date thereof, as established pursuant to Section 4.3 hereof, during which the Series 2006A Second Lien Bonds which bear interest during such Adjustment Period bear interest at the Fixed Rate.

"Fixed Rate" means, for the Fixed Mode applicable to a Series 2006A Second Lien Bond, a fixed per annum interest rate borne by such Series 2006A Second Lien Bond established pursuant to Sections 2.6(m) and 4.3 hereof equal to the lowest interest rate which, in the judgment of the Remarketing Agent, would enable such Series 2006A Second Lien Bond to be remarketed at the principal amount thereof on the Fixed Rate Conversion Date for such Fixed Mode and which shall not exceed the Maximum Interest Rate.

"Fixed Rate Conversion" means the conversion of the interest rate to be borne by all or any portion of the Series 2006A Second Lien Bonds to a Fixed Rate pursuant to Sections 2.6(m) and 4.3 hereof.

"Fixed Rate Conversion Date" means an Adjustment Date for any Series 2006A Second Lien Bond on which it begins to bear interest at a Fixed Rate.

"Flexible Mode" means, for a Sub-series of Series 2006A Second Lien Bonds, any Adjustment Period during which the Rate Determination Date and the Rate Change Date for each Rate Period therein (which shall have a duration which is not less than 30 days (or such duration as short as two days as may be approved by the City by written notice to the Trustee and the Remarketing Agent) nor more than 366 days) shall occur on the first day of such Rate Period which shall be designated by the Remarketing Agent pursuant to Section 2.6(j), 4.1(d) or 4.2(b) hereof, and during which the Series 2006A Second Lien Bonds which bear interest during such Adjustment Period bear interest at the Flexible Rate; provided that the Rate Determination Date and the Rate Change Date for each Rate Period within any such Adjustment Period shall not have a duration of more than 270 days without Bond Insurer Approval.

"Flexible Rate" means, for each Rate Period within a Flexible Mode applicable to a Series 2006A Second Lien Bond, a fixed per annum interest rate borne by such Series 2006A Second Lien Bond established pursuant to Section 2.6(j), 4.1(d) or 4.2(b) hereof equal to the lowest interest rate which, in the judgment of the Remarketing Agent, would enable such Series 2006A Second Lien Bond to be remarketed at the principal amount thereof on the Rate Change Date for such Rate Period.

"Government Obligations" means securities that are obligations described in clauses (a) and (b) of the definition of Permitted Investments.

"Gross Revenues" means all income and receipts from any source which under generally accepted accounting principles are properly recognized as being derived from the operation of the Sewer System, including without limitation (a) charges imposed for sewer service and usage, (b) charges imposed for inspections and permits for connection to the Sewer System, (c) grants (excluding grants received for capital projects) and (d) Investment Earnings.

"Hold Order" has the meaning set forth in Section 4.5(d) hereof.

"Indenture" or *"Series 2006A Indenture"* means this Trust Indenture as amended or supplemented in accordance with the terms of this Indenture, providing for the issuance of the Series 2006A Second Lien Bonds.

"Initial Bond Insurance Policy" means the insurance policy issued by the Initial Bond Insurer guaranteeing the regularly scheduled payment of principal of and interest on the Series 2006A Second Lien Bonds when due.

"Initial Bond Insurer" means _____, a stock insurance company incorporated under the laws of the State of New York, or any successor thereto or assignee thereof.

"Initial Swap Agreement" means one or more ISDA Master Agreements, Schedules (the "Schedule") and Credit Support Annexes to the Schedules, dated _____, and the related Confirmations, between the City and the Initial Swap Provider.

"Initial Swap Provider" means _____ and its successors and assigns, as counterparty to the Initial Swap Agreement.

"Insurance Agreement" means the [Reimbursement and Indemnity] Agreement, dated as of _____, 2006, between the City and the Initial Bond Insurer.

"Interest Coverage Rate" means the rate used in the Liquidity Facility to calculate the maximum amount (as reduced and restated from time to time in accordance with the terms thereof) which is available for the payment of the portion of the purchase price of Tendered Bonds corresponding to interest accrued on the Tendered Bonds.

"Interest Mode" means a period of time relating to the frequency with which the interest rate on the Series 2006A Second Lien Bonds is determined pursuant to Section 2.6 hereof. An Interest Mode may be a Weekly Mode, a Flexible Mode, a Term Rate Mode, an Auction Rate Mode or a Fixed Mode.

"Interest Payment Date" means _____, 2006 and, thereafter, (a) for each Series 2006A Second Lien Bond, each Adjustment Date therefor, (b) for any Series 2006A Second Lien Bond in the Weekly Mode, the first Business Day of each calendar month, (c) for any Series 2006A Second Lien Bond in a Flexible Mode, each Rate Change Date therefor, (d) for any Series 2006A Second Lien Bond in the Term Rate Mode, each Stated Interest Payment Date occurring in such Rate Period (beginning with the first Stated Interest Payment Date that occurs no earlier than 6 months after the commencement of such Rate Period), (e) for any Series 2006A Second Lien Bond in a Fixed Mode, each January 1 and July 1, commencing as provided in Section 4.3 hereof, (f) for any Bank Bond, such dates as are specified in the Liquidity Agreement, (g) during an ARS Rate Period, (i) when used with respect to any Auction Period other than a Special Auction Period, the Business Day immediately following such Auction Period, and (ii) when used with respect to a Special Auction Period of (x) seven or more but fewer than 92 days, the Business Day immediately following such Special Auction Period, (y) 92 or more days, such day of the week designated by the Broker-Dealer of each thirteenth week after the first day of such Special Auction Period or the next Business Day if such day of the week is not a Business Day and on the Business Day immediately following such Special Auction Period and (h) for each Series 2006A Second Lien Bond, the Maturity Date thereof; provided that, except with respect to (i) any Series 2006A Second Lien Bond in the Flexible Mode (without the approval of the City described in the definition of such term) or (ii) any Interest Payment Dates with respect to remarketed Bank Bonds under (f), in no event shall more than one Interest Payment Date for the Series 2006A Second Lien Bonds occur in any one calendar month.

"Interest Rate Determination Method" means the method pursuant to which the Interest Rate is determined from time to time in accordance with Section 2.6 of this Indenture.

"Interest Rate Hedge Agreement" means an interest rate exchange, hedge or similar agreement, expressly identified in the Determination Certificate as being entered into in order to

hedge or manage the interest payable on all or a portion of the Series 2006A Second Lien Bonds, which agreement may include, without limitation, an interest rate swap, a forward or futures contract or an option (e.g., a call, put, cap, floor or collar) and which agreement does not constitute an obligation to repay money borrowed, credit extended or the equivalent thereof. Obligations of the City under an Interest Rate Hedge Agreement shall not constitute indebtedness of the City for which its full faith and credit are pledged or for any other purpose.

"Investment Earnings" means interest plus net profits and less net losses derived from investments made with any portion of the Gross Revenues or with any money in the accounts in the Sewer Revenue Fund (other than the rebate accounts established and held for the Senior Lien Bonds and Second Lien Bonds and Subordinate Lien Obligations) specified in Section 2.2 of the Series 2006 Bond Ordinance. Investment Earnings do not include interest or earnings on investments of the Construction Account: 2006A Second Lien Bonds.

"Liquidity Agreement" means any agreement then governing a Liquidity Facility, including a Substitute Liquidity Agreement, as it may from time to time be amended or supplemented, provided that the form of any such agreement shall be subject to Bond Insurer Approval.

"Liquidity Agreement Default" means each "default" or "event of default," if any, under a Liquidity Facility for the Series 2006A Second Lien Bonds, the consequence of notice of which is that the Series 2006A Second Lien Bonds shall be subject to mandatory tender pursuant to Section 3.2 hereof.

"Liquidity Facility" means the obligation of the Bank to provide funds for the purpose of purchasing Tendered Bonds, which Liquidity Facility may be in the form of a line of credit, bond purchase agreement or letter of credit, and includes any Substitute Liquidity Facility that may be delivered pursuant to Section 5.6(c) hereof.

"Liquidity Facility Cancellation Date" has the meaning attributed to it in Section 5.7(b) hereof.

"Liquidity Substitution Date" means the day on which a Substitute Liquidity Facility becomes effective.

"Maturity Date" means January 1, 2037.

"Maximum ARS Rate" means, as of any Auction Date, a per annum rate equal to the product of the ARS Index multiplied by the ARS Multiple; provided that in no event will the Maximum ARS Rate exceed the Maximum Interest Rate.

"Maximum Interest Rate" means, with respect to a Sub-series of the Series 2006A Second Lien Bonds at any time the Series 2006A Second Lien Bonds are not ARS Bonds, the least of (i) the Statutory Maximum Rate, (ii) while the Series 2006A Second Lien Bonds, other than Bank Bonds, are in a Short Mode and a Liquidity Facility is in effect, the applicable Interest Coverage Rate or (iii) 20%, and at any time the Series 2006A Second Lien Bonds are ARS Bonds, 15%.

"Minimum ARS Rate" means, as of any Auction Date, 45% of the ARS Index in effect on such Auction Date, provided that in no event will the Minimum ARS Rate exceed the Maximum Interest Rate.

"Moody's" means Moody's Investors Service, a corporation organized and existing under the laws of the State of Delaware, its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, *"Moody's"* shall be deemed to refer to any other nationally recognized securities rating agency designated by the City by notice to the Trustee.

"Net Revenues" means that portion of the Gross Revenues remaining in any period after providing sufficient funds for Operation and Maintenance Costs.

"Net Revenues Available for Bonds" means that portion of the Net Revenues remaining in any period, minus any amounts deposited during that period in the Sewer Rate Stabilization Account as provided in Section 2.2 of the Series 2004 Bond Ordinance (other than amounts transferred to that Account upon the issuance of any Senior Lien Parity Bonds) and plus the amounts withdrawn during that period from that Account.

"No Auction Rate" means, as of any Auction Date, the rate determined by multiplying the Percentage of ARS Index set forth below, based on the Prevailing Rating of the ARS Bonds in effect at the close of business on the Business Day immediately preceding such Auction Date, by the ARS Index, provided that in no event will the No Auction Rate exceed the Maximum Interest Rate:

<u>Prevailing Rating</u>	<u>Percentage of ARS Index</u>
AAA/Aaa/AAA	65%
AA/Aa/AA	70%
A/A/A	85%
Below A/A/A	100%

"Notice by Mail" means a written notice mailed by first class mail to Bondholders at their addresses as shown on the registration books kept pursuant to Section 2.11 of this Indenture.

"Operation and Maintenance Costs" means all expenses reasonably incurred by the City in connection with the operation, maintenance, renewal, replacement and repair of the Sewer System, that under generally accepted accounting principles are properly chargeable to the Sewer System and not capitalized, including, without limitation, salaries, wages, taxes, contracts for services, costs of materials and supplies, purchase of power, fuel, insurance, reasonable repairs and extensions necessary to render efficient service, the costs related to any Interest Rate Hedge Agreements or other similar arrangements entered into pursuant to Section 3.6 of the Series 2004 Bond Ordinance, paying agents' fees and all incidental expenses, including Administrative Expenses, but excluding any provision for depreciation or for interest on Senior Lien Bonds, Second Lien Bonds, Subordinate Lien Obligations or other obligations for borrowed money payable from the Net Revenues Available for Bonds.

"Opinion of Bond Counsel" means a written opinion of Bond Counsel.

"Order" means a Hold Order, Bid or Sell Order.

"Outstanding," means, when used with reference to any series of Second Lien Bonds, all of such obligations that are outstanding and unpaid, provided that such term does not include:

(a) Second Lien Bonds canceled at or prior to such date or delivered to or acquired by the trustee or paying agent for such Second Lien Bonds at or prior to such date for cancellation;

(b) matured or redeemed Second Lien Bonds which have not been presented for payment in accordance with the provisions of the trust indenture or ordinance authorizing such series of Second Lien Bonds and for the payment of which the City has deposited funds with the trustee or paying agent for such Second Lien Bonds;

(c) Second Lien Bonds for which the City has provided for payment by depositing in an irrevocable trust or escrow, cash or Defeasance Obligations, in each case, the maturing principal of and interest on which will be sufficient to pay at maturity, or if called for redemption on the applicable redemption date, the principal of, redemption premium, if any, and interest on such Second Lien Bonds;

(d) Second Lien Bonds in lieu of or in exchange or substitution for which other Second Lien Bonds shall have been authenticated and delivered pursuant to the trust indenture or ordinance authorizing such series of Second Lien Bonds; and

(e) Second Lien Bonds owned by the City.

When used with respect to Senior Lien Bonds, "Outstanding" shall have the meaning ascribed to such term in the respective Senior Lien Bond Ordinances.

"Payment Default" has the meaning set forth in Section 4.5(d)(iii)(d) hereof.

"Permitted Investments" means any of the following:

(a) direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America;

(b) trust receipts or other certificates of ownership evidencing an ownership interest in the principal of or interest on, or both principal of and interest on, obligations described in clause (a) of this definition, which obligations are held in trust by a bank described in clause (d) of this definition, provided that such bank holds such obligations separate and segregated from all other funds and accounts of the City and of such bank and that a perfected first security interest under the Illinois Uniform Commercial Code, or under book entry procedures prescribed at 31 C.F.R. 306.0 et seq. or 31 C.F.R. 350.0 et seq. (or other similar book entry procedures similarly prescribed by federal law or regulations adopted after the date of this Indenture), has been created in such obligations for the benefit of the applicable account in the Sewer Revenue Fund or, to the extent permitted, in any irrevocable trust or escrow established to make provision for the

payment and discharge of the indebtedness on any 2004B Second Lien Bonds or other obligations that are payable from Net Revenues Available for Bonds;

(c) obligations of Fannie Mae, Federal Home Loan Mortgage Corporation or of any agency or instrumentality of the United States of America now existing or created after the issuance and delivery of the 2004B Second Lien Bonds, including but not limited to the United States Postal Service, the Government National Mortgage Association and the Federal Financing Bank;

(d) negotiable or non-negotiable time deposits evidenced (i) by certificates of deposit issued by any bank, trust company, national banking association or savings and loan association that has capital of not less than \$100,000,000 or (ii) by certificates of deposit that are continuously and fully insured by any agency of the United States of America, or an insurer that, at the time of issuance of the policy securing such deposits, has been assigned a credit rating on its long-term unsecured debt within one of the two highest rating categories, without regard to any refinement or gradation of rating category by numerical modifier or otherwise, from at least two Rating Agencies;

(e) repurchase agreements with banks described in clause (d) of this definition or with government bond dealers reporting to, trading with, and recognized as primary dealers by a Federal Reserve Bank, provided (i) that the underlying securities are obligations described in clauses (a) or (c) of this definition and are required to be continuously maintained at a market value not less than the amount so invested, (ii) the City has received an opinion of counsel to the effect that a custodian for the City has possession of the underlying securities as collateral and has a perfected first security interest in the collateral, and (iii) the collateral is in the opinion of such counsel free and clear of claims by third parties;

(f) obligations of any state of the United States of America or any political subdivision of a state or any agency or instrumentality of a state or political subdivision that are, at the time of purchase, rated by at least two Rating Agencies in one of their two highest respective long-term rating categories, without regard to any refinement or gradation of rating category by numerical modifier or otherwise (if not rated by at least two Rating Agencies then a rating by one Rating Agency shall be sufficient) for comparable types of debt obligations;

(g) bonds, notes, debentures or other evidences of indebtedness issued or guaranteed by any corporation that are, at the time of purchase, rated by at least two Rating Agencies in their highest long-term rating category, without regard to any refinement or gradation of rating category by numerical modifier or otherwise (if not rated by at least two Rating Agencies then a rating by one Rating Agency shall be sufficient), for comparable types of debt obligations;

(h) repurchase agreements and investment agreements with any bank, trust company, national banking association (which may include the Trustee or a Depository), insurance company or any other financial institution that at the date of the agreement has an outstanding, unsecured, uninsured and unguaranteed debt issue rated by at least two Rating Agencies in their three highest long-term rating categories, without regard to any

refinement or gradation of rating category by numerical modifier or otherwise (if not rated by at least two Rating Agencies, then a rating by one Rating Agency shall be sufficient), or if such institution is not so rated, that the agreement is secured by such securities as are described in clauses (a) through (d) above, inclusive, having a market value at all times (exclusive of accrued interest, other than accrued interest paid in connection with the purchase of such securities) at least equal to the principal amount invested pursuant to the agreement, provided that (i) a custodian for the City (which custodian is not the entity with which the City has the repurchase or investment agreement) has a perfected first security interest in the collateral and the City has received an opinion of counsel to that effect, (ii) the custodian or an agent of the custodian (which agent is not the entity with which the City has the repurchase or investment agreement) has possession of the collateral, and (iii) such obligations are in the opinion of such counsel free and clear of claims by third parties;

(i) prime commercial paper of a corporation incorporated under the laws of any state of the United States of America, rated by at least one Rating Agency in its highest short-term rating category, without regard to any refinement or gradation of rating category by numerical modifier or otherwise;

(j) certificates of deposit of national banks that are either fully collateralized at least 110 percent by marketable U.S. government securities marked to market at least monthly or secured by a corporate surety bond issued by an insurance company licensed to do business in Illinois and having a claims-paying rating in the top rating category without regard to any refinement or gradation of rating categories by numerical modifier or otherwise as rated by a Rating Agency and maintaining such rating during the term of such investment;

(k) shares of a money market fund registered under the Investment Company Act of 1940, whose shares are registered under the Securities Act of 1933;

(l) Defeasance Obligations to the extent not included in (a) through (k) above; and

(m) any other investment approved by the Bond Insurer.

"Person" means and includes an association, unincorporated organization, a corporation, a partnership, a joint venture, a limited liability company, a business trust, or a government or an agency or a political subdivision thereof, or any other public or private entity, or a natural person.

"Pledged Series 2006A Second Lien Bonds" means Series 2006A Second Lien Bonds held to the credit of the Custody Account pursuant to Section 3.8 of this Indenture.

"Potential Owner" means any Person, including any Existing Owner, who may be interested in acquiring a beneficial interest in the ARS Bonds in addition to the ARS Bonds currently owned by such Person, if any.

"Prevailing Rating" means (a) AAA/Aaa/AAA, if the ARS Bonds have a rating of AAA or better by S&P and a rating of Aaa or better by Moody's and a rating of AAA or better by Fitch, (b) if not AAA/Aaa/AAA, then AA/Aa/AA if the ARS Bonds have a rating of AA- or better by S&P, a rating of Aa3 or better by Moody's and a rating of AA- or better by Fitch, (c) if not AAA/Aaa/AAA or AA/Aa/AA, then A/A/A if the ARS Bonds have a rating of A- or better by S&P, a rating of A3 or better by Moody's and a rating of A- or better by Fitch, and (d) if not AAA/Aaa/AAA, AA/Aa/AA or A/A/A, then BBB/Baa/BBB if the ARS Bonds shall have a rating of BBB- or better by S&P, a rating of Baa3 or better by Moody's and BBB- or better by Fitch and (e) if not AAA/Aaa/AAA, AA/Aa/AA, A/A/A or BBB/Baa/BBB, then below BBB/Baa/BBB, whether or not the ARS Bonds are rated by any securities rating agency. For purposes of this definition, (i) the ratings on the ARS Bonds described above refer to the greater of the insured ratings on the ARS Bonds or the underlying ratings on the ARS Bonds and (ii) S&P's rating categories of "AAA," "AA," "A-" and "BBB," Moody's rating categories of "Aaa," "Aa," "A3" and "Baa," and Fitch's rating categories of "AAA," "AA," "A," and "BBB" will be deemed to refer to and include the respective rating categories correlative thereto in the event that any such Rating Agencies have changed or modified their generic rating categories or if any successor thereto appointed in accordance with the definitions thereof will use different rating categories. If the ARS Bonds are not rated by a Rating Agency, the requirement of a rating by such Rating Agencies will be disregarded. If the ratings for the ARS Bonds are split between two or more of the foregoing categories, the lower rating will determine the Prevailing Rating. If there is no rating for the ARS Bonds, then the ARS Rate will be the Maximum ARS Rate.

"Principal and Interest Account" means the account of that name in the Series 2004A Second Lien Bonds Revenue Fund as described in Section 5.3 of this Indenture.

"Principal Installment" means:

(a) as of any particular date of computation and with respect to Senior Lien Bonds of a particular series, an amount of money equal to the aggregate of (i) the principal amount of Outstanding Senior Lien Bonds of said series which mature on a single future date, reduced by the aggregate principal amount of such Outstanding Senior Lien Bonds which would at or before said future date be retired by reason of the payment when due and application in accordance with the Senior Lien Bond Ordinance authorizing the issuance of each series of Senior Lien Bonds of Sinking Fund Payments payable at or before said future date for the retirement of such Outstanding Senior Lien Bonds, plus (ii) the amount of any Sinking Fund Payments payable on said future date for the retirement of any Outstanding Senior Lien Bonds of such series, and for all purposes of this Indenture, said future date shall be deemed to be the date when such Principal Installment is payable and the date of such Principal Installment; and

(b) as of any particular date of computation and with respect to Second Lien Bonds of a particular series, an amount of money equal to the aggregate of (i) the principal amount of Outstanding Second Lien Bonds of said series which mature on a single future date, reduced by the aggregate principal amount of such Outstanding Second Lien Bonds which would at or before said future date be retired by reason of the payment when due and the application in accordance with this Indenture, with respect to the Series 2006A Second Lien Bonds, or the ordinance or trust indenture creating any

other series of Second Lien Bonds, of Sinking Fund Payments payable at or before said future date for the retirement of such Outstanding Second Lien Bonds, plus (ii) the amount of any Sinking Fund Payments payable on said future date for the retirement of such Outstanding Second Lien Bonds, and for all purposes hereof, said future date shall be deemed to be the date when such Principal Installment is payable and the date of such Principal Installment.

"Principal Office" means (i) with respect to a Bank, the address supplied in writing by the Bank to the City, the Trustee and the appropriate Remarketing Agent, (ii) with respect to the Trustee, its principal office in Chicago, Illinois; (iii) with respect to the Remarketing Agent, the address supplied in writing by the Remarketing Agent to the City, the Trustee and the Bank; (iv) with respect to the Trustee's Agent, the address supplied in writing by the Trustee's Agent to the City, the Trustee and the Bank; and (v) with respect to any paying agent, the address supplied in writing by a paying agent to the City and the Trustee.

"Project Costs" means the cost of acquiring, constructing and equipping the Projects, including without limitation, acquisition of necessary interests in property, engineering fees or costs of the City, restoration costs, legal fees or costs of the City and Costs of Issuance.

"Projects" means the program of improvement, extension and rehabilitation of the Sewer System consisting of the construction and acquisition of flood relief sewers, the rehabilitation and replacement of existing sewers, the expansion of operational facilities, the provision of any and all necessary facilities, services and equipment to protect and enhance the safety, integrity and security of the Sewer System.

"Rate Change Date" means for each Rate Period (a) during any Weekly Mode, Thursday or such other day of the week designated as such by the Remarketing Agent from time to time, in accordance with the provisions of Section 2.6(i) hereof, (b) during any Flexible Mode, the Business Days specified in the notice delivered to the Trustee in accordance with Section 2.6(j), 4.1(d) or 4.2(b) hereof, (c) during any Term Rate Mode, the Business Days specified in the notice delivered to the Trustee in accordance with Section 2.6(k), 4.1(e) or 4.2(d) hereof, (d) during any Auction Rate Mode, as provided in Section 4.5 hereof, and (e) each Adjustment Date.

"Rate Determination Date" means for (a) each Rate Period during any Weekly Mode, Wednesday or such other day of the week designated as such by the Remarketing Agent from time to time, in accordance with the provisions of Section 2.6(i) hereof, next preceding the Rate Change Date for such Rate Period (unless such day is not a Business Day, in which case the Rate Determination Date shall be the immediately preceding Business Day), (b) each Rate Period during any Flexible Mode, the Rate Change Date for such Rate Period specified in the notice delivered to the Trustee in accordance with Section 2.6(j), 4.1(d) or 4.2(b) hereof, (c) each Rate Period during a Term Rate Mode, a Business Day no earlier than 30 Business Days and no later than the Business Day next preceding the first day of a Rate Period, as determined by the Remarketing Agent, (d) the Rate Period during a Fixed Mode, the date of the firm underwriting or purchase contract referred to in Section 4.3 hereof, (e) the Rate Period following a proposed Fixed Rate Conversion Date in the event of a failed conversion, such proposed Fixed Rate Conversion Date, (f) for each Auction Period during any Auction Rate Mode, as provided in

Section 4.5 hereof, and (g) the Rate Period following a failed Interest Mode conversion pursuant to Section 4.1(e) hereof, the proposed Adjustment Date.

"Rate Period" means, with respect to each Series 2006A Second Lien Bond, each period commencing on a Rate Change Date for such Series 2006A Second Lien Bond to and including the day immediately preceding the immediately succeeding Rate Change Date for such Series 2006A Second Lien Bond (or the Maturity Date or date of redemption thereof), during which period such Series 2006A Second Lien Bond shall bear interest at one specific interest rate.

"Rating Agency" means Fitch, Moody's and S&P or any other nationally recognized securities rating agency.

"Record Date" means (a) with respect to any Series 2006A Second Lien Bond during a Short Mode, the Business Day immediately preceding each Interest Payment Date for such Series 2006A Second Lien Bond, (b) with respect to any Series 2006A Second Lien Bond during an Auction Rate Mode, the Business Day preceding an Interest Payment Date for such Adjustment Period, (c) with respect to any Series 2006A Second Lien Bond in a Term Rate Mode, the fifteenth (15th) day (whether or not a Business Day) of the month next preceding each Interest Payment Date, and (d) with respect to any Series 2006A Second Lien Bond during a Fixed Mode, December 15 and June 15 (whether or not a Business Day); provided, however, that if the Fixed Rate Conversion Date shall occur on or after December 15 but prior to January 1, or on or after June 15 but prior to July 1, the Record Date shall be the Fixed Rate Conversion Date.

[*"Refunded Bonds"* means, collectively, the Series 1993 Refunded Bonds, the Series 1995 Refunded Bonds, the Series 2000 Refunded Bonds, the Series 2001A Refunded Bonds and the Series 2004 Refunded Bonds].

"Remarketing Agent" means the investment banking firm and any other remarketing agent appointed in respect of a Sub-series of Series 2006A Second Lien Bonds in accordance with Section 7.17 of this Indenture.

"Remarketing Agreement" means the agreement between the City and a Remarketing Agent entered into pursuant to Section 7.17 of this Indenture, and any and all modifications, alterations, amendments and supplements to that agreement.

"S&P" means Standard & Poor's, a division of The McGraw Hill Companies, Inc., a corporation organized and existing under the laws of the State of New York, its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "S&P" shall be deemed to refer to any other nationally recognized securities rating agency designated by the City by notice to the Trustee.

"Sale Date" has the meaning assigned to such term in the Liquidity Agreement.

"Second Lien Bond Revenues" means any Net Revenues Available for Bonds deposited into the Second Lien Bonds Account pursuant to (i) the ordinances authorizing the Outstanding Second Lien Bonds, (ii) the Series 2006 Bond Ordinance, and (iii) the ordinances authorizing any Second Lien Parity Bonds.

"Second Lien Bonds" means the Series 1998 Second Lien Bonds, the Series 2000 Second Lien Bonds, the Series 2001 Second Lien Bonds, the Series 2001A Second Lien Bonds, the Series 2004A Second Lien Bonds, the Series 2004B Second Lien Bonds, the Series 2006A Second Lien Bonds and the Series 2006B Series Lien Bonds and all other Second Lien Parity Bonds.

"Second Lien Bonds Account" means the separate account of that name in the Sewer Revenue Fund established as provided in Section 2.2 of the Series 2006 Bond Ordinance.

"Second Lien Construction Accounts" means (i) the Construction Account: 2006A Second Lien Bonds and the various accounts established for construction purposes by the ordinances authorizing the Series 1997 Second Lien Bonds, the Series 1998 Second Lien Bonds, the Series 2000 Second Lien Bonds, the Series 2001 Second Lien Bonds, the Series 2001A Second Lien Bonds, the Series 2004B Second Lien Bonds, the Series 2006B Second Lien Bonds and any Second Lien Parity Bonds and (ii) any account established to pay Costs of Issuance of Second Lien Bonds.

"Second Lien Parity Bonds" means obligations, other than the Series 1998 Second Lien Bonds, the Series 2000 Second Lien Bonds, the Series 2001 Second Lien Bonds, the Series 2001A Second Lien Bonds, the Series 2004 Second Lien Bonds, and the Series 2006B Second Lien Bonds which are payable from Second Lien Bonds Revenues on an equal and ratable basis with all other Outstanding Second Lien Bonds.

"Sell Order" has the meaning set forth in Section 4.5(d) hereof.

"Senior Lien Bond Ordinances" means the Series 1993 Bond Ordinance, the Series 1994 Bond Ordinance, the Series 1995 Bond Ordinance, Part B and, to the extent applicable, Parts A and D of the Series 1998 Bond Ordinance, Part B, and, to the extent applicable, Parts A and D of the Series 2000 Bond Ordinance, and Part B, and, to the extent applicable, Parts A and D of the Series 2001A Bond Ordinance, and ordinances of the City authorizing the issuance of Senior Lien Parity Bonds.

"Senior Lien Bonds" means the Series 1993 Senior Lien Bonds, the Series 1995 Senior Lien Bonds, the Series 1998 Senior Lien Bonds, and all Senior Lien Parity Bonds issued and outstanding pursuant to the Senior Lien Bond Ordinances.

"Senior Lien Parity Bonds" means obligations, other than the Series 1993 Senior Lien Bonds, the Series 1995 Senior Lien Bonds and the Series 1998 Senior Lien Bonds, which are payable from Net Revenues Available for Bonds on an equal and ratable basis with all other Outstanding Senior Lien Bonds.

"Series 1993 Bond Ordinance" means the ordinance passed by the City Council on February 10, 1993, as amended by the City Council on March 8, 1993, authorizing the issuance of the Series 1993 Senior Lien Bonds.

"Series 1994 Bond Ordinance" means the ordinance passed by the City Council on March 23, 1994, authorizing the issuance of the Series 1994 Senior Lien Bonds.

"Series 1995 Bond Ordinance" means the ordinance passed by the City Council on November 8, 1995, authorizing the issuance of the Series 1995 Senior Lien Bonds.

"Series 1997 Bond Ordinance" means the ordinance passed by the City Council of the City on June 4, 1997, authorizing the issuance of the Series 1997 Second Lien Bonds.

"Series 1998 Bond Ordinance" means the ordinance passed by the City Council of the City on December 10, 1997, as amended by the City Council on February 5, 1998, authorizing the issuance of the Series 1998 Senior Lien Bonds and the Series 1998 Second Lien Bonds.

"Series 2000 Bond Ordinance" means the ordinance passed by the City Council of the City on November 17, 1999, authorizing the issuance of the Series 2000 Second Lien Bonds.

"Series 2001 Bond Ordinance" means the ordinance passed by the City Council of the City on March 7, 2001, authorizing the issuance of the 2001 Second Lien Bonds.

"Series 2001A Bond Ordinance" means the ordinance passed by the City Council of the City on October 31, 2001, authorizing the issuance of the Series 2001A Second Lien Bonds.

"Series 2004 Bond Ordinance" means the ordinance passed by the City Council of the City on May 26, 2004, authorizing the issuance of the Series 2004 Second Lien Bonds.

"Series 2006 Bond Ordinance" means the Ordinance posted by the City Council of the City on _____, 2006 authorizing issuance of the Series 2006 Second Lien Bonds.

[*"Series 1993 Escrow Agent"* means U.S. Bank National Association, as escrow agent under the Series 1993 Escrow Agreement, its successors and assigns.]

[*"Series 1995 Escrow Agent"* means J.P. Morgan Trust Company, National Association, as escrow agent under the Series 1995 Escrow Agreement, its successors and assigns.]

[*"Series 2000 Escrow Agent"* means Amalgamated Bank of Chicago, as escrow agent under the Series 2000 Escrow Agreement, its successors and assigns.]

[*"Series 2001A Escrow Agent"* means Amalgamated Bank of Chicago, as escrow agent under the Series 2001A Escrow Agreement, its successors and assigns.]

[*'Series 2004 Escrow Agent'* means Amalgamated Bank of Chicago, as escrow agent under the Series 2004 Escrow Agreement, its successors and assigns.]

[*Series 1993 Escrow Agreement"* means the Escrow Agreement with respect to Series 1993 Refunded Bonds, dated as of _____ 1, 2006, between the City and the Series 1993 Escrow Agent, as authorized by Section 4.2 of the Series 2004 Bond Ordinance.]

[*"Series 1995 Escrow Agreement"* means the Escrow Agreement with respect to Series 1995 Refunded Bonds, dated as of _____ 1, 2006, between the City and the Series 1995 Escrow Agent, as authorized by Section 4.2 of the Series 2006 Bond Ordinance.]

["*Series 2000 Escrow Agreement*"] means the Escrow Agreement with respect to Series 2000 Refunded Bonds, dated as of _____ 1, 2006, between the City and the Series 2000 Escrow Agent, as authorized by Section 4.2 of the Series 2006 Bond Ordinance.]

["*Series 2001A Escrow Agreement*"] means the Escrow Agreement with respect to Series 2001A Refunded Bonds, dated as of _____ 1, 2006, between the City and the Series 2001A Escrow Agent, as authorized by Section 4.2 of the Series 2004 Bond Ordinance.]

["*Series 2004 Escrow Agreement*"] means the Escrow Agreement with respect to Series 2004A Refunded Bonds, dated as of _____ 1, 2006, between the City and the Series 2004 Escrow Agent, as authorized by Section 4.2 of the Series 2006 Bond Ordinance.]

"*Series 1993 Indenture*" means the Trust Indenture dated as of March 1, 1993 from the City to U.S. Bank National Association, as successor trustee, providing for the issuance of the Series 1993 Senior Lien Bonds.

"*Series 1997 Indenture*" means the Trust Indenture dated as of September 1, 1997 from the City to U.S. Bank Trust National Association, as trustee, providing for the issuance of the Series 1997 Second Lien Bonds.

"*Series 1998 Indenture*" means the Trust Indenture dated as of March 1, 1998 from the City to U.S. Bank Trust National Association, as trustee, providing for the issuance of the Series 1998 Second Lien Bonds.

"*Series 2000 Indenture*" means the Trust Indenture dated as of February 1, 2000 from the City to Amalgamated Bank of Chicago, as trustee, providing for the issuance of the Series 2000 Second Lien Bonds.

"*Series 2001 Indenture*" means the Trust Indenture dated as of December 1, 2001 from the City to Amalgamated Bank of Chicago, as trustee, providing for issuance of the Series 2001 Second Lien Bonds.

"*Series 2001A Indenture*" means the Trust Indenture dated as of December 1, 2001 from the City to Amalgamated Bank of Chicago, as trustee, providing for issuance of the Series 2001A Second Lien Bonds.

"*Series 2004 Indenture*" means, collectively (i) the Series 2004A Indenture and (ii) the Series 2004B Indenture.

"*Series 2004A Indenture*" means the Trust Indenture dated as of July 1, 2004 from the City to Amalgamated Bank of Chicago, as trustee, providing for the issuance of the Series 2004A Second Lien Bonds.

"*Series 2004B Indenture*" means the Trust Indenture dated as of July 1, 2004 from the City to Amalgamated Bank of Chicago, as trustee, providing for issuance of the Series 2004B Second Lien Bonds.

Series 2006 Indenture" means, collectively, (i) the Series 2006A Indenture and (ii) the Series 2006B Indenture.

Series 2006A Indenture means the Trust Indenture date as of _____, 2006 from the City to the trustee providing for the issuance of the Series 2006A Second Lien Bonds.

Series 2006B Indenture means the Trust Indenture dated as _____, 2006 from the City to [Trustee], as trustee, providing for the issuance of the Series 2006B Second Lien Bonds."

[*Series 1993 Refunded Bonds* means the Series 1993 Senior Lien Bonds maturing on January 1, 20__.]

[*Series 1995 Refunded Bonds* means that portion of the Series 1995 Senior Lien Bonds maturing on January 1, 200__ in the principal amount of \$_____ and on January 1, 20__ in the principal amount of \$_____.]

Series 2000 Refunded Bonds means the Series 2000 Second Lien Bonds maturing on January 1, 200__ and January 1, 20__.

[*Series 2001A Refunded Bonds* means the Series 2001A Second Lien Bonds maturing on January 1, 200__, 20__, 2031 and 20__.]

[*Series 2004 Refunded Bonds* means the Series 2004 Second Lien Bonds maturing on _____.]

Series 1998 Second Lien Bonds means the Second Lien Wastewater Transmission Revenue Bonds, Series 1998B, of the City authorized pursuant to the Series 1998 Bond Ordinance and issued pursuant to the Series 1998 Indenture.

Series 2000 Second Lien Bonds means the Second Lien Wastewater Transmission Revenue Bonds, Series 2000, of the City authorized pursuant to the Series 2000 Bond Ordinance and issued pursuant to the Series 2000 Indenture.

Series 2001 Second Lien Bonds means the Second Lien Wastewater Transmission Revenue Refunding Bonds, Series 2001 of the City authorized pursuant to the Series 2001 Bond Ordinance and issued pursuant to the Series 2001 Indenture.

Series 2001A Second Lien Bonds means the Second Lien Wastewater Transmission Revenue Bonds, Series 2001A of the City authorized pursuant to the Series 2001 Bond Ordinance and issued pursuant to the Series 2001A Indenture.

Series 2004A Second Lien Bonds means the \$332.230,000 aggregate principal amount of Second Lien Wastewater Transmission Variable Rate Revenue Bonds, Series 2004A.

Series 2004A Second Lien Bonds Revenue Fund means the fund of that name created by Section 5.1 of Series 2004A Indenture.

Series 2006A Second Lien Bonds Revenue Fund means the fund of trust name created by Section 5.1 of this Indenture.

"Series 2004B Second Lien Bonds" means the \$61,925,000 aggregate principal amount of the Second Lien Wastewater Transmission Revenue Bonds, Series 2004B.

"Series 2004 Second Lien Bonds" means, collectively, the Series 2004A Second Lien Bonds and the Series 2004B Second Lien Bonds.

"Series 2006A Second Lien Bonds" means the \$_____ aggregate principal amount of Wastewater Transmission Variable Rate Revenue Bonds, Series 2006A, authorized by Section 3.1 of the 2006 Bond Ordinance and issued pursuant to this Indenture, as more fully described in Article II of this Indenture.

"Series 2006B Second Lien Bonds" means the \$_____ aggregate principal amount of Wastewater Transmission Variable Rate Revenue Bonds, Series 2006B, authorized pursuant to the Series 2006 Ordinance and issued pursuant to the Series 2006B Indenture.

"Series 2006 Bonds" means, collectively, the Series 2006A Second Lien Bonds and the Series 2006B Second Lien Bonds.

"Series 1993 Senior Lien Bonds" means the Wastewater Transmission Revenue Bonds, Refunding Series 1993, of the City, authorized pursuant to the Series 1993 Bond Ordinance, and issued pursuant to the Series 1993 Indenture.

"Series 1995 Senior Lien Bonds" means the Wastewater Transmission Revenue Bonds, Series 1995, of the City, authorized and issued pursuant to the Series 1995 Bond Ordinance.

"Series 1998 Senior Lien Bonds" means the Wastewater Transmission Revenue Bonds, Refunding Series 1998A, of the City, authorized by and issued pursuant to the Series 1998 Bond Ordinance.

"Sewer Rate Stabilization Account" means the separate account of that name previously established by the City in the Sewer Revenue Fund and described in Section 2.2 of the Series 2004 Bond Ordinance.

"Sewer Revenue Fund" means the separate fund designated the "Sewer Revenue Fund of the City of Chicago" previously established by the City pursuant to the Municipal Code and described in Section 2.1 of the Series 2004 Bond Ordinance.

"Sewer System" means all property, real, personal or otherwise, owned or to be owned by the City or under the control of the City and used for sewer and wastewater transmissions and any and all further extensions, improvements and additions to the Sewer System.

"Short Mode" means a Flexible Mode or a Weekly Mode.

"Short Rate" means a Flexible Rate or a Weekly Rate.

"Sinking Fund Payment" means:

(a) as of any particular date of determination and with respect to the Outstanding Senior Lien Bonds of any series, the amount required by a Senior Lien Bond Ordinance to be paid in any event by the City on a single future date for the retirement of Senior Lien Bonds of such series which mature after said future date, but does not include any amount payable by the City by reason only of the maturity on such future date of a Senior Lien Bond; and

(b) as of any particular date of determination and with respect to the Outstanding Second Lien Bonds of any series, the amount required by this Indenture, with respect to the Series 2006A Second Lien Bonds, or the amount required by any ordinance or trust indenture creating any other series of Second Lien Bonds, to be paid in any event by the City on a single future date for the retirement of such Second Lien Bonds which mature after said future date, but does not include any amount payable by the City by reason only of the maturity on such future date of a Second Lien Bond.

"Special Auction Period" means, for a Sub-series of ARS Bonds, any period of not less than seven days and not more than 365 days to be determined by the Broker-Dealer which begins on an Interest Payment Date and ends on a date designated by the Broker-Dealer unless such date is not followed by a Business Day, in which case on the next succeeding day which is followed by a Business Day.

"Special Liquidity Default" means each "default" or "event of default," if any, under a Liquidity Agreement the consequence of which is that the obligation of the Bank to provide funds for the purchase of Tendered Bonds thereunder is either suspended or terminated without prior notice to Owners, as described in Section 3.2 hereof.

"Special Record Date" means the date fixed by the Trustee pursuant to Section 2.6(n) hereof for the payment of Defaulted Interest.

"State" means the State of Illinois.

"Stated Interest Payment Date" means each January 1 and/or July 1.

"Stated Termination Date" means the stated date upon which a Liquidity Facility under a Liquidity Agreement by its term expires, as the same may be extended from time to time.

"Statutory Maximum Rate" means the maximum rate of interest permitted for the Series 2006A Second Lien Bonds from time to time pursuant to applicable law.

"Statutory Maximum Rate Failed Auction" means an Auction in which the ARS Rate determined pursuant to the application of the Auction Procedures, determined without regard to the application of the Statutory Maximum Rate, exceeds the Statutory Maximum Rate but does not exceed 15% or the rate equal to the product of the ARS Index multiplied by the ARS Multiple.

"Submission Deadline" means 1:00 p.m., New York City time, on each Auction Date for a Sub-series of ARS Bonds or such other time on such date as will be specified from time to time

by the Auction Agent pursuant to the Auction Agreement as the time by which Broker-Dealers are required to submit Orders to the Auction Agent.

"Submitted Bid" has the meaning set forth in Section 4.5(f) hereof.

"Submitted Hold Order" has the meaning set forth in Section 4.5(f) hereof.

"Submitted Order" has the meaning set forth in Section 4.5(f) hereof.

"Submitted Sell Order" has the meaning set forth in Section 4.5(f) hereof.

"Sub-series" means a distinct portion of the Series 2006A Second Lien Bonds with an Interest Mode distinguished by numerical designation reflecting different Rate Periods, Auction Periods, credit providers, liquidity providers or Rate Change Dates or any combination thereof.

"Substitute Adjustment Date" means any Business Day during any Adjustment Period for Bank Bonds designated by the City in accordance with Section 4.2 hereof as the first day of a new Adjustment Period.

"Substitute Bank" means one or more commercial banks, trust companies or financial institutions obligated under any Substitute Liquidity Agreement selected by the City.

"Substitute Bond Insurance Policy" means a policy (including endorsements) containing terms which are in all material respects the same as or equivalent to those provided by the Initial Bond Insurance Policy, which insures the payment of the principal of and interest on the Series 2006A Second Lien Bonds when due and acceptable to the Bank and the City.

"Substitute Bond Insurer" means an insurance company or financial institution obligated on any Substitute Bond Insurance Policy and acceptable to the Bank and the City, and its successors and assigns and any surviving, resulting and transferee corporation.

"Substitute Liquidity Agreement" means any agreement (other than the Liquidity Agreement then in place) between the City and any Substitute Bank pursuant to which a Substitute Liquidity Facility shall be in effect, as it may from time to time be amended and supplemented.

"Substitute Liquidity Facility" means a Liquidity Facility provided by a Substitute Bank other than the Bank providing the Liquidity Facility on or prior to the Liquidity Substitution Date; provided, however, that none of the following shall be deemed a Substitute Liquidity Facility: a change in a Liquidity Agreement pursuant to which a Liquidity Facility is issued; a change in the number of days of interest or interest rate covered by a Liquidity Facility; and a renewal of the term of an existing Liquidity Facility.

"Sufficient Clearing Bids" means, with respect to a Sub-series of ARS Bonds, an Auction for which the aggregate principal amount of such ARS Bonds that are the subject of Submitted Bids by Potential Owners specifying one or more rates not higher than the Maximum ARS Rate is not less than the aggregate principal amount of such ARS Bonds that are the subject of Submitted Sell Orders and of Submitted Bids by Existing Owners specifying rates higher than the Maximum ARS Rate.

"Supplemental Indenture" means any indenture modifying, altering, amending, supplementing or confirming this Indenture duly entered into in accordance with the terms of this Indenture.

"Surety Bond" means the Debt Service Reserve Surety Bond issued by the Initial Bond Insurer guaranteeing certain payments into the Debt Service Reserve Account as provided therein and subject to the limitations set forth therein. The Surety Bond constitutes a Debt Service Reserve Account Credit Instrument.

"Swap Agreements" means the Initial Swap Agreement and any other agreement between the City and one or more counterparties authorized under the Series 2006 Bond Ordinance, the purpose of which is to provide to the City an interest rate basis, cash flow basis or other basis from that provided in the Series 2006A Second Lien Bonds for the payment of interest, provided that the stated notional amount under all such Swap Agreements shall not in the aggregate exceed the then outstanding principal amount of the Series 2006A Second Lien Bonds. Obligations of the City under a Swap Agreement shall not constitute indebtedness of the City for which its full faith and credit are pledged or for any other purpose.

"Swap Payment" means, with respect to each Swap Agreement, each periodic scheduled payment owing to the Swap Provider made with respect to the notional amount identified in such Swap Agreement. For purposes of this Indenture, "Swap Payment" excludes any non-scheduled payments, including but not limited to termination payments, indemnification payments, tax gross-up payments, expenses and default interest payments.

"Swap Payment Account" means the account of that name in the Series 2006A Second Lien Bonds Revenue Fund established in Section 5.3 hereof.

"Swap Payment Date" has the meaning set forth in Section 5.3(d) hereof.

"Swap Providers" means the Initial Swap Provider and any other counterparty to a Swap Agreement.

"Tendered Bonds" means Series 2006A Second Lien Bonds tendered or deemed tendered for purchase pursuant to Sections 3.1, 3.2, 3.3, 3.4 or 3.5 hereof.

"Term Rate" means for each Rate Period within a Term Mode applicable to a Series 2006A Second Lien Bond, a fixed per-annum interest rate borne by such Series 2006A Second Lien Bond established pursuant to Section 2.6(k), 4.1(d) or 4.2(b) hereof equal to the lowest interest rate which, in the judgment of the Remarketing Agent, would enable such Series 2006A Second Lien Bond to be remarketed at the principal amount thereof on the Rate Change Date for such Rate Period.

"Term Rate Conversion Date" means an Adjustment Date for any Series 2006A Second Lien Bond on which it begins to bear interest at a Term Rate.

"Term Rate Mode" means any Adjustment Period during which the Rate Determination Date and the Rate Change Date for each Rate Period therein (which shall have a duration which is not less than 12 months nor extend beyond the Maturity Date) shall occur on the first day of

such Rate Period which shall be designated by the Remarketing Agent pursuant to Section 2.6(k), 4.1(d) or 4.2(b) hereof, and during which the Series 2006A Second Lien Bonds which bear interest during such Adjustment Period bear interest at the Term Rate.

"Trustee" means [TRUSTEE], as Trustee under this Indenture, and its successors and assigns.

"Trustee's Agent" means (i) the Trustee or (ii) any agent designated as Trustee's Agent by the Trustee and at the time serving in that capacity. Any agent so designated by the Trustee shall execute a written agreement with the Trustee assuming all obligations of the Trustee hereunder with respect to those duties of the Trustee such agent agrees to perform on behalf of the Trustee.

"Undertaking" means the City's Continuing Disclosure Undertaking related to the Series 2006A Second Lien Bonds, as amended from time to time, if required by law.

"Variable Rate Bonds" means any Second Lien Bonds or Senior Lien Bonds the interest rate on which is not established at the time of issuance thereof at a single numerical rate for the entire term thereof.

"Weekly Mode" means an Interest Mode during which the rate of interest borne by the Series 2006A Second Lien Bonds is determined on a weekly basis as set forth in Section 2.6(i) hereof.

"Weekly Rate" means, for each Rate Period during any Weekly Mode, the rate of interest established pursuant to Section 2.6(i) hereof equal to the lowest interest rate which, in the judgment of the Remarketing Agent, would enable such Series 2006A Second Lien Bond to be remarketed at the principal amount thereof, plus accrued interest thereon, if any, on the Rate Change Date for such Rate Period.

"Winning Bid Rate" means, if Sufficient Clearing Bids exist, the lowest rate specified in Submitted Bids such that if: (i) each Submitted Bid from Existing Owners specifying such lowest rate and all other Submitted Bids from Existing Owners specifying lower rates were accepted, thus entitling such Existing Owners to continue to hold the principal amount of ARS Bonds subject to such Submitted Bids, and (ii) each Submitted Bid from Potential Owners specifying such lowest rate and all other Submitted Bids from Potential Owners specifying lower rates were accepted, then the Existing Owners described in clause (i) would continue to hold an amount of outstanding ARS Bonds which, when added to the amount of outstanding ARS Bonds to be purchased by Potential Owners described in clause (ii), would be equal to not less than the Available Bonds of such Sub-series.

Section 1.2 Construction. This Indenture, except when the context by clear implication shall otherwise require, shall be construed and applied as follows:

- (a) All words and terms importing the singular number shall where the context requires, import the plural number and vice versa.
- (b) Pronouns include both singular and plural and cover all genders.

(c) Any percentage of Series 2006A Second Lien Bonds, for the purposes of this Indenture, shall be computed on the basis of the Series 2006A Second Lien Bonds Outstanding at the time the computation is made or is required to be made under this Indenture.

(d) Headings of sections in this Indenture are solely for convenience of reference and do not constitute a part of this Indenture and shall not affect the meaning, construction or effect of this Indenture.

(e) Unless otherwise expressly provided, all times specified in this Indenture shall mean Chicago time.

(f) When the context shall require references in this Indenture to the Series 2006A Second Lien Bonds they shall include the Series 2006A Second Lien Bonds of a Sub-series established in accordance with this Indenture.

(g) Unless expressly indicated otherwise, references to Articles or Sections shall be construed as references to Articles or Sections of this Indenture as originally executed.

ARTICLE II

THE SERIES 2006A SECOND LIEN BONDS

Section 2.1 Authorization of Series 2006A Second Lien Bonds; Purpose.

(a) No Series 2006A Second Lien Bonds may be issued under the provisions of this Indenture except in accordance with this Article. The 2006A Second Lien Bonds are being issued in the aggregate principal amount of \$ _____.

(b) The 2006A Second Lien Bonds are authorized to be issued for the purposes of (i) paying Project Costs, including capitalized interest, (ii) refunding the Refunded Bonds, and (iii) paying Costs of Issuance of the 2006B Second Lien Bonds, including costs of acquiring a Debt Service Reserve Account Credit Instrument, the premium for the Initial Bond Insurance Policy and certain fees related to the Liquidity Facility.

Section 2.2 Source of Payment; Pledge of Bond Revenues and Other Moneys. The Series 2006A Second Lien Bonds are legal, valid and binding limited obligations of the City having a claim for payment of principal, redemption premium and interest solely from the moneys and securities held by the Trustee under the provisions of this Indenture, payments on the Bond Insurance Policy, pursuant to its terms and, together with any other Second Lien Bonds Outstanding, from Second Lien Bond Revenues and from amounts in the Second Lien Construction Accounts. The Series 2006A Second Lien Bonds and the interest on them do not constitute an indebtedness of the City within the meaning of any constitutional or statutory provision or limitation as to indebtedness and shall have no claim to be paid from taxes of the City. To secure the payment of the principal of, redemption premium, if any, and interest on, the Series 2006A Second Lien Bonds and the obligations of the City arising under the Liquidity

Agreement and the Initial Swap Agreement, the City pledges, assigns and grants to the Trustee a lien on and security interest in all funds and accounts held by the Trustee under this Indenture and, together with any other Second Lien Bonds Outstanding, in the Second Lien Bond Revenues and the amounts on deposit in the Second Lien Construction Accounts, subject to the provisions of this Indenture requiring or permitting the payment, setting apart or appropriation of such amounts or to the purposes and on the terms, conditions, priorities and order set forth in or provided under this Indenture. This pledge, assignment and grant of a lien and security interest is valid and binding from and after the date of issuance of any Series 2006A Second Lien Bonds under this Indenture without any further physical delivery or further act; and shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the City, irrespective of whether such parties have notice thereof. The claim of the Series 2006A Second Lien Bonds to Net Revenues Available for Bonds is junior and subordinate to the claim of the City's Outstanding Senior Lien Bonds.

Section 2.3 General Terms of Series 2006A Second Lien Bonds. The 2006A Second Lien Bonds shall be designated "City of Chicago Second Lien Wastewater Transmission Variable Rate Revenue Bonds, Series 2006A."

The 2006A Second Lien Bonds shall mature on January 1, 2037 and initially bear interest in the Weekly Mode.

Section 2.4 Conditions Precedent to Delivery of any Series. Series 2006A Second Lien Bonds shall be executed by the City and delivered to the Trustee and thereupon shall be authenticated by the Trustee and delivered to the City or upon its order, but only following the receipt by the Trustee of:

(a) an executed original of the Determination Certificate authorizing the execution and delivery of this Indenture and the issuance and sale of the Series 2006A Second Lien Bonds;

(b) executed counterparts of the Remarketing Agreement and the Liquidity Facility for the Series 2006A Second Lien Bonds;

(c) a written authorization as to the authentication and delivery of the Series 2006A Second Lien Bonds, signed by the Authorized Officer;

(d) a certificate signed by the Authorized Officer delivered pursuant to Section 2.2(d) of the Bond Ordinance specifying the amounts of the Net Revenues Available for Bonds to be deposited by the City in the Second Lien Bonds Account and transferred to the Series 2006A Second Lien Bonds Revenue Fund two Business Days immediately preceding each Interest Payment Date and each January 1 commencing on the second Business Day preceding September 1, 2006, which amounts shall be sufficient to pay the principal of and interest on the Series 2006A Second Lien Bonds coming due on each Interest Payment Date and on each January 1 and all amounts owed by the City under any Swap Agreements.

(e) an Opinion of Bond Counsel to the effect that (i) this Indenture has been duly and lawfully authorized by all necessary action on the part of the City, has been duly

and lawfully executed by authorized officers of the City, is in full force and effect and is valid and binding upon the City and enforceable in accordance with its terms; (ii) this Indenture creates the valid pledge of Second Lien Bond Revenues, moneys and securities which it purports to create; and (iii) upon the execution, authentication and delivery of the Series 2006A Second Lien Bonds, the Series 2006A Second Lien Bonds will have been duly and validly authorized and issued in accordance with the Constitution and laws of the State of Illinois, the Series 2006 Bond Ordinance and this Indenture;

(f) the Initial Bond Insurance Policy for the Series 2006A Second Lien Bonds;

(g) an executed counterpart of the Escrow Agreement; and

(h) such further documents and moneys as are required by the terms of this Indenture and the Series 2006 Bond Ordinance.

Section 2.5 Application of Proceeds of Series 2006A Second Lien Bonds. The proceeds of the sale of the Series 2006A Second Lien Bonds shall be applied as directed in the Determination Certificate as follows:

The proceeds of the 2006A Second Lien Bonds will be used for (i) transfer to the applicable Escrow Agent for deposit in the respective Escrow Account for refunding the Refunded Bonds, (ii) deposit in the Construction Account: 2006A Second Lien Bonds and used for Costs of Issuance, Project Costs, the cost of acquiring a Debt Service Reserve Account Credit Instrument for the 2006A Second Lien Bonds as described in Section 4.1 of the Series 2006 Bond Ordinance, paying the premium for the Initial Bond Insurance Policy and certain fees of the Bank related to the Liquidity Facility, and (iii) funding capitalized interest which shall be deposited in the Principal and Interest Account.

Section 2.6 Issuance of Series 2006A Second Lien Bonds; Interest Rate Determination Methods for the Series 2006A Second Lien Bonds (or Sub-series, if applicable).

(a) The Series 2006A Second Lien Bonds shall be issuable as fully registered bonds, without coupons, in Authorized Denominations, substantially in the form attached as *Exhibit A* hereto, with such appropriate variations, omissions and insertions as are permitted or required by this Indenture. Unless the City shall otherwise direct, the Series 2006A Second Lien Bonds shall be lettered and numbered from R-1 and upwards. The Series 2006A Second Lien Bonds, as initially issued, shall be dated the date of issuance and shall mature, subject to optional and mandatory redemption as provided in Article III hereof and further subject to the designation of additional Maturity Dates in connection with a Fixed Rate Conversion Date, on the Maturity Date.

(b) Each Series 2006A Second Lien Bond authenticated prior to the first Interest Payment Date thereon shall bear interest from the date of issuance and thereafter interest shall accrue as set forth in the next paragraph except that if, as shown by the records of the Trustee, interest on such Series 2006A Second Lien Bond shall not have been paid when due, any Series 2006A Second Lien Bond issued in exchange for or upon

the registration of transfer of such Series 2006A Second Lien Bond shall bear interest from the date to which interest has been paid in full on such Series 2006A Second Lien Bond or, if no interest has been paid on such Series 2006A Second Lien Bond, the date of issuance. Each Series 2006A Second Lien Bond shall bear interest on overdue principal and, to the extent permitted by law, on overdue premium, if any, and interest at the rate borne by such Series 2006A Second Lien Bond on the date on which such principal, premium or interest came due and payable.

(c) Interest on any Series 2006A Second Lien Bond in a Weekly Mode shall be payable on each Interest Payment Date for the period from the later of (i) the first Business Day of each calendar month, or (ii) the Adjustment Date for such Weekly Mode to, but not including, the earlier of (a) the first Business Day of the next calendar month, or (b) the Adjustment Date for the Interest Mode which succeeds such Weekly Mode. Interest on any Series 2006A Second Lien Bonds in a Flexible Mode shall be payable on each Interest Payment Date for the period from the Rate Change Date for such Series 2006A Second Lien Bonds to, but not including, the next succeeding Rate Change Date. Interest on any Series 2006A Second Lien Bonds in a Term Rate Mode shall be payable for the period from (and including) the Rate Change Date to (but excluding) the last day of the first period that such Series 2006A Second Lien Bond shall be in the Term Rate Mode as established for such Series 2006A Second Lien Bond pursuant to Section 2.6(k) hereof and, thereafter, the period from (and including) the beginning date of each successive interest period selected for such Series 2006A Second Lien Bond pursuant to Section 2.6(k) hereof, while it is in the Term Rate Mode (but excluding) the ending date for such period selected for such Series 2006A Second Lien Bond. The Rate Period for a Series 2006A Second Lien Bond in the Term Rate Mode shall end on a Stated Interest Payment Date occurring not earlier than 6 months after the commencement of such Rate Period. Interest on Series 2006A Second Lien Bonds which are Bank Bonds shall be payable on each Interest Payment Date for the period to, but not including, such Interest Payment Date from the preceding Interest Payment Date to which interest has been paid. Interest on any Series 2006A Second Lien Bonds in a Fixed Mode shall be payable on each Interest Payment Date for the period from the Fixed Rate Conversion Date to, but not including, the next succeeding January 1 or July 1, and from each succeeding January 1 or July 1, as the case may be, to, but not including, the next succeeding January 1 or July 1. Interest on Series 2006A Second Lien Bonds in an Auction Rate Mode shall be payable on each Interest Payment Date for the preceding Auction Period. The foregoing notwithstanding, no interest shall accrue on any Series 2006A Second Lien Bonds prior to the date of issuance or after the Maturity Date thereof, after the redemption or mandatory or optional purchase date for such Series 2006A Second Lien Bond (provided the redemption or purchase price is paid or provided for in accordance with the provisions of the Indenture), or after the date to which such Series 2006A Second Lien Bond is accelerated and paid.

(d) The principal and purchase price of, premium, if any, and interest on the Series 2006A Second Lien Bonds shall be payable in any coin or currency of the United States of America which, at the respective dates of payment thereof, is legal tender for the payment of public and private debts.

(e) The principal of and premium, if any, on Series 2006A Second Lien Bonds bearing interest at a Bank Rate, a Short Rate or an ARS Rate shall be payable at the Principal Office of the Trustee, upon presentation and surrender of such Series 2006A Second Lien Bonds. The principal of and premium, if any, on Series 2006A Second Lien Bonds bearing interest at a Term Rate or Fixed Rate shall be payable at the Principal Office of the Trustee or, at the option of the Owners, at the Principal Office of any paying agent named in such Series 2006A Second Lien Bonds, upon presentation and surrender of such Series 2006A Second Lien Bonds. Any payment of the purchase price of a Tendered Bond shall be payable at the Principal Office of the Trustee's Agent (or at such other office as may be designated by the Trustee), upon presentation and surrender of such Tendered Bond, as provided in Section 3.6 hereof.

(f) Payment of interest on Series 2006A Second Lien Bonds bearing interest at a Weekly Rate, an ARS Rate, a Term Rate or a Fixed Rate shall be paid by check mailed on the Interest Payment Date to the person appearing on the bond register as the Owner thereof as of the close of business of the Trustee on the Record Date at the address of such Owner as it appears on the bond register, or at such other address as is furnished to the Trustee in writing by such Owner not later than the Record Date. Payment of interest on Series 2006A Second Lien Bonds bearing interest at a Flexible Rate shall be made to the person appearing on the bond register as the Owner thereof as of the close of business of the Trustee on the applicable Record Date, upon presentation and surrender of such Series 2006A Second Lien Bond at the Principal Office of the Trustee on the applicable Interest Payment Date. Payment of interest on any Series 2006A Second Lien Bond shall be made to the Owner of \$1,000,000 or more in aggregate principal amount of Series 2006A Second Lien Bonds as of the close of business of the Trustee on the Record Date for a particular Interest Payment Date by wire transfer to such Owner on such Interest Payment Date upon written notice from such Owner containing the wire transfer address within the United States to which such Owner wishes to have such wire directed, which written notice is received not later than the Business Day next preceding the Record Date; provided that such wire transfer shall only be made for Series 2006A Second Lien Bonds bearing interest at a Flexible Rate upon presentation and surrender of such Series 2006A Second Lien Bonds at the Principal Office of the Trustee on the applicable Interest Payment Date. Payment of interest on Bank Bonds shall be made to the Bank by wire transfer on each Interest Payment Date at the wire transfer address specified in the Liquidity Agreement (or such other wire transfer address as is specified by the Bank in writing from time to time).

(g) The net proceeds of the Series 2006A Second Lien Bonds, upon receipt, shall be applied as provided in Article V hereof.

(h) *Interest Rate Determination Methods.* The Series 2006A Second Lien Bonds shall bear interest from and including the date of issuance until payment of the principal or redemption price thereof shall have been made or provided for in accordance with the provisions hereof, whether at the Maturity Date, upon redemption, or otherwise. The Series 2006A Second Lien Bonds shall be initially issued in the Weekly Mode and thereafter shall continue to bear interest at the Weekly Rate until and unless converted in whole or in part to a different Interest Mode as provided in Section 4.1, 4.2 or 4.3 hereof.

Interest accrued on the Series 2006A Second Lien Bonds during each Rate Period shall be paid in arrears on each Interest Payment Date. Interest on the Series 2006A Second Lien Bonds shall be computed (i) during any Short Mode upon the basis of a 365- or 366-day year, as applicable, for the number of days actually elapsed, (ii) during a Term Rate Mode or Fixed Mode, upon the basis of a 360-day year comprised of twelve 30-day months, (iii) during an Auction Rate Mode, (x) for Auction Periods other than Special Auction Periods of more than 180 days, upon the basis of a 360-day year and the actual number of days elapsed, and (y) for Special Auction Periods of more than 180 days, upon the basis of a 360-day year consisting of twelve 30-day months, and (iv) with respect to Bank Bonds, upon the basis of a 365/366-day year and the actual number of days elapsed. Each Bank Bond shall bear interest at the Bank Rate. At no time shall the Series 2006A Second Lien Bonds (including Bank Bonds) bear interest at a rate higher than the Maximum Interest Rate and at no time shall Series 2006A Second Lien Bonds entitled to the benefit of a Liquidity Facility bear interest at a rate higher than the Interest Coverage Rate. No Rate Period shall be established during a Flexible Mode which extends beyond the Business Day preceding the Stated Termination Date.

(i) *Weekly Mode.*

(i) For each Rate Period during any Weekly Mode, Series 2006A Second Lien Bonds in such Interest Mode shall bear interest beginning on the Rate Change Date at the Weekly Rate determined on the Rate Determination Date in the following manner for each such Rate Period. No later than 3:00 p.m., Chicago time, on the Rate Determination Date for each such Rate Period, the Remarketing Agent will determine the Weekly Rate and will give electronic notice or telephonic notice (confirmed by telecopy) to the Trustee of the Weekly Rate by 1:00 p.m., Chicago time, on the following Rate Change Date. Except on an Adjustment Date, in the event that the Weekly Rate is not determined by the Remarketing Agent on a Rate Determination Date, the rate of interest borne by the Series 2006A Second Lien Bonds bearing interest at a Weekly Rate shall be equal to the BMA Municipal Index until the Remarketing Agent next determines the Weekly Rate as required hereunder.

(ii) If at any time the Remarketing Agent shall determine that, in its judgment, the scheduled Rate Determination Dates or Rate Change Dates during a Weekly Mode have become inappropriate (taking into account general market practice with respect to periodic adjustment of rates on instruments comparable to the Series 2006A Second Lien Bonds bearing interest at the Weekly Rate, whether based upon the time of compilation or reporting of any interest rate or financial index or indicator or otherwise), the Remarketing Agent may, after consultation with the City, designate new scheduled Rate Determination Dates and/or Rate Change Dates, to remain in effect until another redetermination of scheduled Rate Determination Dates or Rate Change Dates in accordance with this subparagraph. The Remarketing Agent shall give written notice of any change in scheduled Rate Determination Dates and/or Rate Change Dates during a Weekly Mode to the City, the Trustee, the Trustee's Agent, the Bank and the Bond Insurer, and such change shall become effective on the first scheduled Rate

Determination Date or Rate Change Date, as the case may be, so designated occurring not less than 14 days following the giving of such notice. Promptly upon receipt of such notice, the Trustee shall notify or cause the Remarketing Agent to notify each affected Owner of such change in writing.

(j) *Flexible Mode.*

(i) For each Rate Period during any Flexible Mode, each Series 2006A Second Lien Bond which will bear interest at a Flexible Rate for such Rate Period shall bear interest beginning on the Rate Change Date at the Flexible Rate determined on the Rate Determination Date in the following manner for each such Rate Period. No later than 11:00 a.m., Chicago time, on the Rate Determination Date for a Series 2006A Second Lien Bond bearing interest at the Flexible Rate, the Remarketing Agent will determine, and is required to give electronic notice or telephonic notice (confirmed by telecopy) to the Trustee of, (a) the duration of the Rate Period for such Series 2006A Second Lien Bond by specifying the succeeding Rate Change Date (which shall also be the succeeding Rate Determination Date) for such Series 2006A Second Lien Bond which Rate Change Date shall (i) be no later than the Business Day prior to the Stated Termination Date, and (ii) not extend beyond the number of days of interest coverage provided by the then-current Liquidity Facility, in either case if a Liquidity Facility is required to be in place, and (b) the Flexible Rate applicable to such Series 2006A Second Lien Bonds bearing interest at the Flexible Rate during such Rate Period. The last day of such Rate Period must be a Business Day and the day next succeeding such Business Day must also be a Business Day. No Rate Period during any Flexible Mode shall extend beyond January 1 of any year unless Series 2006A Second Lien Bonds in an aggregate principal amount equal to the mandatory sinking fund redemption requirement on January 1 of such year shall remain Outstanding and callable for redemption or subject to purchase in lieu of redemption on such January 1. Except on an Adjustment Date, in the event that the Flexible Rate for any Series 2006A Second Lien Bond is not determined by the Remarketing Agent on any Rate Determination Date, such Series 2006A Second Lien Bond shall bear interest at a Flexible Rate equal to the BMA Municipal Index for a Rate Period of the shortest possible duration until the Remarketing Agent next determines the Flexible Rate, as required hereunder.

(ii) The Remarketing Agent shall determine the duration of Rate Periods during a Flexible Mode as will, in the judgment of the Remarketing Agent, result in the lowest aggregate cost being payable by the City with respect to the Series 2006A Second Lien Bonds bearing interest at Flexible Rates, taking into account interest and any other determinable fees and expenses. The Remarketing Agent may establish different Rate Periods on the same Rate Change Date for Series 2006A Second Lien Bonds in the Flexible Mode in order to achieve an average duration of Rate Periods that, in the judgment of the Remarketing Agent, is most likely to achieve the lowest total aggregate cost being payable by the City with respect to such Series 2006A Second Lien Bonds, taking into account interest and any other determinable fees and expenses. The

Remarketing Agent's determination shall be based upon the market for, and the relative yields of, the Series 2006A Second Lien Bonds and other securities that bear interest at variable rates or at fixed rates that, in the judgment of the Remarketing Agent, are otherwise comparable to the Series 2006A Second Lien Bonds, or any fact or circumstance relating to the Series 2006A Second Lien Bonds, affecting the market for the Series 2006A Second Lien Bonds or affecting such other comparable securities in a manner that, in the judgment of the Remarketing Agent, will affect the market for the Series 2006A Second Lien Bonds. The Remarketing Agent's determination shall be conclusive and binding upon all parties. Except on an Adjustment Date, in the event that the Rate Period for any Series 2006A Second Lien Bond in a Flexible Mode is not determined by the Remarketing Agent as provided in this clause, the Rate Period for such Series 2006A Second Lien Bond shall be a Rate Period of the shortest possible duration.

(k) *Term Rate Mode.*

(i) For each Rate Period during any Term Rate Mode, each Series 2006A Second Lien Bond which will bear interest at a Term Rate for such Rate Period shall bear interest beginning on the Rate Change Date at the Term Rate determined on the Rate Determination Date in the following manner for each such Rate Period. No later than 11:00 a.m., Chicago time, on the Rate Determination Date for a Series 2006A Second Lien Bond bearing interest at the Term Rate, the Remarketing Agent will determine, and is required to give electronic notice or telephonic notice (confirmed by telecopy) to the Trustee of, (a) the duration of the Rate Period for such Series 2006A Second Lien Bond by specifying the succeeding Rate Change Date (which shall also be the succeeding Rate Determination Date) for such Series 2006A Second Lien Bond which Rate Change Date shall (i) be no later than the Business Day prior to the Stated Termination Date and (ii) not extend beyond the number of days of interest coverage provided by the then-current Liquidity Facility, in either case if a Liquidity Facility is required to be in place, and (b) the Term Rate applicable to such Series 2006A Second Lien Bonds bearing interest at the Term Rate during such Rate Period. Except on an Adjustment Date, in the event that the Term Rate for any Series 2006A Second Lien Bond is not determined by the Remarketing Agent on any Rate Determination Date, such Series 2006A Second Lien Bond shall bear interest at a Term Rate equal to the Term Rate for the immediately preceding Rate Period.

(ii) The Remarketing Agent shall determine the duration of Rate Periods during a Term Rate Mode as will, in the judgment of the Remarketing Agent, result in the lowest aggregate cost being payable by the City with respect to the Series 2006A Second Lien Bonds bearing interest at Term Rates, taking into account interest and any other determinable fees and expenses. The Remarketing Agent may establish different Rate Periods on the same Rate Change Date for Series 2006A Second Lien Bonds in the Term Rate Mode in order to achieve an average duration of Rate Periods that, in the judgment of the

Remarketing Agent, is most likely to achieve the lowest total aggregate cost being payable by the City with respect to such Series 2006A Second Lien Bonds, taking into account interest and any other determinable fees and expenses. The Remarketing Agent's determination shall be based upon the market for, and the relative yields of, the Series 2006A Second Lien Bonds and other securities that bear interest at variable rates or at fixed rates that, in the judgment of the Remarketing Agent, are otherwise comparable to the Series 2006A Second Lien Bonds, or any fact or circumstance relating to the Series 2006A Second Lien Bonds, affecting the market for the Series 2006A Second Lien Bonds or affecting such other comparable securities in a manner that, in the judgment of the Remarketing Agent, will affect the market for the Series 2006A Second Lien Bonds. The Remarketing Agent's determination shall be conclusive and binding upon all parties. Except on an Adjustment Date, in the event that the Rate Period for any Series 2006A Second Lien Bond in a Term Rate Mode is not determined by the Remarketing Agent as provided in this clause, the Rate Period for such Series 2006A Second Lien Bond shall be a Rate Period of the same length as the current Rate Period (or such lesser period as shall be necessary to comply with the next sentence). No Rate Period in the Term Rate Mode may extend beyond the applicable Maturity Date.

(l) *Auction Rate Mode.* From and after the first day of any Auction Period for a Series 2006A Second Lien Bond, such Series 2006A Second Lien Bond shall bear interest at the ARS Rate with respect thereto, determined as provided in Section 4.5 hereof.

(m) *Fixed Rate.* From and after the Fixed Rate Conversion Date for a Series 2006A Second Lien Bond, such Series 2006A Second Lien Bond shall bear interest at the Fixed Rate with respect thereto established as provided in Section 4.3 hereof.

(n) *Defaulted Interest.* Defaulted Interest with respect to any Series 2006A Second Lien Bond shall cease to be payable to the Owner of such Series 2006A Second Lien Bond on the relevant Record Date, and shall be payable to the Owner in whose name such Series 2006A Second Lien Bond is registered at the close of business of the Trustee on the Special Record Date for the payment of such Defaulted Interest, which shall be fixed in the following manner. The City shall notify the Trustee in writing of the amount of Defaulted Interest proposed to be paid on each Series 2006A Second Lien Bond and the date of the proposed payment (which date shall be such as will enable the Trustee to comply with the next sentence hereof), and at the same time the City shall deposit with the Trustee an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Trustee for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the Owners entitled to such Defaulted Interest as provided in this Section. Following receipt of such funds, the Trustee shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than ten days prior to the date of the proposed payment and not less than ten days after the receipt by the Trustee of the notice of the proposed payment. The

Trustee shall promptly notify the City of such Special Record Date and, in the name and at the expense of the City shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first class postage prepaid, to each Owner of a Series 2006A Second Lien Bond at the address of such Owner as it appears on the bond register not less than ten days prior to such Special Record Date. Such Defaulted Interest shall be paid to the Owners in whose names the Series 2006A Second Lien Bonds on which such Defaulted Interest is to be paid are registered on such Special Record Date.

(o) *Information for Owners.* The Trustee agrees to provide to any Owner, upon the written request of such Owner, information regarding the Adjustment Periods, Rate Periods, Interest Payment Dates, optional redemption provisions and interest rate or rates applicable to such Owner's Series 2006A Second Lien Bonds.

(p) *Notices to City.* The Remarketing Agent agrees to provide to the City, at such address and to the attention of the officers of the City named in the Remarketing Agreement, notice of all determinations made by the Remarketing Agent pursuant to the Indenture, including, but not limited to, interest rate determinations and duration of Rate Periods, on a timely basis.

Section 2.7 Form, Payment and Dating of Series 2006A Second Lien Bonds; Authorized Denominations.

(a) The Series 2006A Second Lien Bonds and the certificate of authentication to be executed on the Series 2006A Second Lien Bonds by the Trustee are to be in substantially the form set forth in *Exhibit A* to this Indenture, with necessary or appropriate variations, omissions and insertions as permitted or required by this Indenture.

(b) The Series 2006A Second Lien Bonds shall be issuable only as fully registered Series 2006A Second Lien Bonds in Authorized Denominations. The Series 2006A Second Lien Bonds shall be numbered from R-1 consecutively upwards and shall contain an appropriate prefix to such numbers to identify such Series 2006A Second Lien Bonds.

(c) The principal or redemption price of each Series 2006A Second Lien Bond shall be payable upon surrender of such Series 2006A Second Lien Bond at the Principal Office of the Trustee. While any Series 2006A Second Lien Bonds (or Sub-series, if applicable) bear interest at a Weekly Rate, Auction Rate, Term Rate or a Short Rate, payments of principal or redemption price of such Series 2006A Second Lien Bonds shall be payable in immediately available funds except as provided in paragraph (d)(iv) below. While any Series 2006A Second Lien Bonds (or Sub-series, if applicable) bear interest at a Fixed Rate, payments of principal or redemption price of the Series 2006A Second Lien Bonds shall be payable in clearinghouse funds except as provided in paragraph (d)(iv) below. Such payments shall be made to the holder of the Series 2006A Second Lien Bond so surrendered, as shown on the registration books maintained by the Trustee on the applicable Record Date.

(d) Each such Series 2006A Second Lien Bond (or Sub-Series, if applicable) shall bear interest and be payable as to interest as follows:

(i) Each such Series 2006A Second Lien Bond shall bear interest (at the applicable rate determined pursuant to Article II of this Indenture) from the date of authentication, if authenticated on an Interest Payment Date to which interest has been paid, or from the preceding Interest Payment Date to which interest has been paid (or the date of original issuance of such Series 2006A Second Lien Bond if no interest on such Series 2006A Second Lien Bond has been paid) in all other cases.

(ii) Subject to the provisions of subparagraph (iii) below, the interest due on any such Series 2006A Second Lien Bond on any Interest Payment Date shall be paid to the holder of such Series 2006A Second Lien Bond as shown on the registration books kept by the Trustee on the applicable Record Date. The amount of interest so payable on any Interest Payment Date shall be computed by the Trustee on the basis of a 365- or 366-day year as applicable for the number of days actually elapsed while such Series 2006A Second Lien Bonds bear interest at a Weekly Rate, Auction Rate or a Short Rate, on the basis of a 360-day year of twelve 30-day months while such Series 2006A Second Lien Bonds bear interest at a Term Rate or a Fixed Rate, and as described in Section 2.6(h) with respect to Bank Bonds.

(iii) If the available funds under this Indenture or the Bond Insurance Policy are insufficient on any Interest Payment Date to pay the interest then due, the regular applicable Record Date shall no longer be applicable with respect to such Series 2006A Second Lien Bonds. If sufficient funds for the payment of such overdue interest shall thereafter become available, the Trustee immediately shall establish a special Interest Payment Date for the payment of the overdue interest and a Special Record Date (which shall be a Business Day) for determining the Bondholders entitled to such payments. Notice of each date so established shall be mailed by the Trustee to each such Bondholder at least 10 days prior to the Special Record Date, but not more than 30 days prior to the related special Interest Payment Date. The overdue interest shall be paid on the special Interest Payment Date to such Bondholders as shown on the registration books kept by the Trustee as of the close of business on the Special Record Date.

(iv) All payments of interest on such Series 2006A Second Lien Bonds shall be paid to the persons entitled to such payments pursuant to this Section 2.7(d)(ii) or (iii) above by the Trustee on the Interest Payment Date or special Interest Payment Date, as applicable, (x) upon instructions to the Trustee from such person entitled to payment in immediately available funds (by federal funds check or by deposit to the account of the owner of such Series 2006A Second Lien Bonds if such owner maintains an account with the Trustee or, upon request of any owner of such Series 2006A Second Lien Bonds in the principal amount of \$1,000,000 or more, by federal funds wire) on the Interest Payment Date according to such instructions, or (y) if no instructions are given as aforesaid, and during a period when such Series 2006A Second Lien Bonds bear

interest at a Fixed Rate, by clearinghouse funds check or draft mailed on the Interest Payment Date to the persons entitled to such payment at such address appearing on the registration books of the Trustee or such other address as has been furnished to the Trustee in writing by such person.

(v) The payment of the purchase price of such Series 2006A Second Lien Bonds tendered pursuant to Article III of this Indenture shall be made in immediately available funds to the tendering Bondholder in the same manner as interest on Series 2006A Second Lien Bonds pursuant to subparagraph (iv) above.

(vi) All Series 2006A Second Lien Bonds will be dated the date of their original issuance.

(e) Interest on the Series 2006A Second Lien Bonds will accrue and be payable during the periods and at the times provided for in the form of Series 2006A Second Lien Bond attached to this Indenture as Exhibit A.

Section 2.8 Execution of Series 2006A Second Lien Bonds. Each of the Series 2006A Second Lien Bonds shall be executed on behalf of the City by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of its City Clerk or Deputy City Clerk, and the corporate seal of the City shall be impressed, printed or lithographed on each Series 2006A Second Lien Bond. The Series 2006A Second Lien Bonds bearing the manual or facsimile signatures of individuals who were at the time of the execution of this Indenture the proper officers of the City shall bind the City notwithstanding that such individuals shall cease to hold such offices prior to the registration, authentication or delivery of such Series 2006A Second Lien Bonds or shall not have held such offices at the dated date of such Series 2006A Second Lien Bonds.

Section 2.9 Delivery and Registration. No Series 2006A Second Lien Bond shall be entitled to any right or benefit under this Indenture, or be valid or obligatory for any purpose, unless there appears on such Series 2006A Second Lien Bond a certificate of authentication substantially in the form provided in *Exhibit A* to this Indenture, executed by the Trustee by manual signature, and such certificate upon any such Series 2006A Second Lien Bond shall be conclusive evidence that such Series 2006A Second Lien Bond has been duly authenticated, registered and delivered.

Section 2.10 Lost, Destroyed, Improperly Canceled or Undelivered Series 2006A Second Lien Bonds. If any Series 2006A Second Lien Bond, whether in temporary or definitive form, is lost (whether by reason of theft or otherwise), destroyed (whether by mutilation, damage or otherwise) or improperly canceled, the Trustee may authenticate a new Series 2006A Second Lien Bond of the same date and denomination and bearing a number not contemporaneously outstanding; provided that (a) in the case of any mutilated Series 2006A Second Lien Bond, such mutilated Series 2006A Second Lien Bond shall first be surrendered to the Trustee and (b) in the case of any lost Series 2006A Second Lien Bond or Series 2006A Second Lien Bond destroyed in whole, there shall be first furnished to the Trustee evidence of such loss or destruction, together with indemnification of the City and the Trustee, satisfactory to each of them. If any lost, destroyed or improperly canceled Series 2006A Second Lien Bond shall have matured or is about to mature, or has been called for redemption, instead of issuing a duplicate Series 2006A

Second Lien Bond, the Trustee shall pay the same without surrender of such Series 2006A Second Lien Bond if there shall be first furnished to the Trustee evidence of such loss, destruction or cancellation, together with indemnification of the City, the Trustee and such Bank, satisfactory to each of them. Upon the issuance of any substitute Series 2006A Second Lien Bond, the Trustee may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation to such issuance. The Trustee may charge the Bondholder reasonable fees and expenses in connection with any transaction described in this Section 2.10, except for improper cancellation by the Trustee.

If the City elects to purchase for cancellation any Series 2006A Second Lien Bond tendered for purchase as provided in Section 3.16 and funds are deposited with the Trustee sufficient for the purchase, whether or not the Series 2006A Second Lien Bond subject to tender is ever delivered, interest on such Series 2006A Second Lien Bond shall cease to be payable to the prior holder of such Series 2006A Second Lien Bond from and after the purchase date, such holder shall cease to be entitled to the benefits or security of this Indenture and shall have recourse solely to the funds held by the Trustee for the purchase of such Series 2006A Second Lien Bond and the Trustee shall not register any further transfer of such Series 2006A Second Lien Bond by such prior holder.

All Series 2006A Second Lien Bonds shall be owned upon the express condition that, to the extent permitted by law, the foregoing provisions are exclusive with respect to the replacement or payment of lost, destroyed or improperly canceled Series 2006A Second Lien Bonds, notwithstanding any law or statute now existing or enacted after the date of this Indenture.

Section 2.11 Transfer, Registration and Exchange of Series 2006A Second Lien Bonds. The Trustee shall maintain and keep, at its Principal Office, books for the registration and transfer of Series 2006A Second Lien Bonds, which at all reasonable times shall be open for inspection by the City and the Bond Insurer.

The transfer of any Series 2006A Second Lien Bond shall be registered upon the books of the Trustee at the written request of the Bondholder or its attorney duly authorized in writing, upon surrender of such Series 2006A Second Lien Bond at the Principal Office of the Trustee, together with a written instrument of transfer satisfactory to the Trustee duly executed by the Bondholder or its attorney duly authorized in writing.

The City, the Trustee and the Remarketing Agent may deem and treat the Bondholder as the absolute owner of such Series 2006A Second Lien Bond, whether such Series 2006A Second Lien Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on, or the purchase price of, such Series 2006A Second Lien Bond and for all other purposes, and neither the City, the Trustee nor the Remarketing Agent shall be affected by any notice to the contrary. All such payments so made to any such Bondholder shall be valid and effectual to satisfy and discharge the liability upon such Series 2006A Second Lien Bond to the extent of the sum or sums so paid.

Any Series 2006A Second Lien Bond, upon surrender of such Series 2006A Second Lien Bond at the Principal Office of the Trustee may, at the option of the Bondholder, be exchanged for an equal aggregate principal amount of Series 2006A Second Lien Bond or Series 2006A

Second Lien Bonds of the same Sub-series as applicable of any Authorized Denomination bearing interest pursuant to the same Interest Rate Determination Method as the Series 2006A Second Lien Bond being surrendered.

In all cases in which the privilege of exchanging Series 2006A Second Lien Bonds or registering the transfer of Series 2006A Second Lien Bonds is exercised, the City shall execute and the Trustee shall authenticate and deliver Series 2006A Second Lien Bonds in accordance with the provisions of this Indenture. For every such exchange or registration of transfer of Series 2006A Second Lien Bonds, whether temporary or definitive, the Trustee may make a charge in an amount sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such exchange or registration of transfer, which sum or sums shall be paid by the person requesting such exchange or registration of transfer as a condition precedent to the exercise of the privilege of making such exchange or registration of transfer. During the Fixed Mode for any Series 2006A Second Lien Bonds, the Trustee shall not be obligated to make any such exchange or registration of transfer of such Series 2006A Second Lien Bonds during the 10 days next preceding the date of the mailing of notice of any redemption of such Series 2006A Second Lien Bonds nor shall the Trustee be required to make any exchange or registration of transfer of any such Series 2006A Second Lien Bonds called for redemption.

Section 2.12 Temporary Series 2006A Second Lien Bonds. Pending the preparation of definitive Series 2006A Second Lien Bonds, the City may execute and the Trustee shall authenticate and deliver temporary Series 2006A Second Lien Bonds. Temporary Series 2006A Second Lien Bonds may be issuable as Series 2006A Second Lien Bonds of any Authorized Denomination and substantially in the form of the definitive Series 2006A Second Lien Bonds but with omissions, insertions and variations as may be appropriate for temporary Series 2006A Second Lien Bonds, all as may be approved by the City, as evidenced by the execution and delivery of such Series 2006A Second Lien Bonds. Temporary Series 2006A Second Lien Bonds may contain such reference to any provisions of this Indenture as may be appropriate. Every temporary Series 2006A Second Lien Bond shall be executed by the City and be authenticated by the Trustee upon the same conditions and in substantially the same manner, and with like effect, as the definitive Series 2006A Second Lien Bonds. As promptly as practicable the City shall execute and shall furnish definitive Series 2006A Second Lien Bonds and thereupon temporary Series 2006A Second Lien Bonds may be surrendered in exchange therefor without charge at the Principal Office of the Trustee, and the Trustee shall authenticate and deliver in exchange for such temporary Series 2006A Second Lien Bonds a like aggregate principal amount of definitive Series 2006A Second Lien Bonds and of Authorized Denominations. Until so exchanged, the temporary Series 2006A Second Lien Bonds shall be entitled to the same benefits under this Indenture as definitive Series 2006A Second Lien Bonds.

Section 2.13 Cancellation of Series 2006A Second Lien Bonds. All Series 2006A Second Lien Bonds which shall have been surrendered to the Trustee for payment or redemption, and all Series 2006A Second Lien Bonds which shall have been surrendered to the Trustee for exchange or registration of transfer, shall be canceled by the Trustee and cremated or otherwise destroyed, and counterparts of a certificate of destruction evidencing such cremation or other destruction shall be furnished by the Trustee to the City. The Trustee shall furnish to the City and the Remarketing Agent, a certificate evidencing any such cancellation and specifying such Series 2006A Second Lien Bonds by number.

Section 2.14 Book-Entry Provisions.

(a) Except as provided in paragraph (c) below, the Owner of all of the Series 2006A Second Lien Bonds shall be DTC, and the Series 2006A Second Lien Bonds shall be registered in the name of Cede & Co., as nominee for DTC. Payment of interest for any Series 2006A Second Lien Bond registered in the name of Cede & Co. shall be made by wire transfer of immediately available funds to the account of Cede & Co. on the applicable Interest Payment Date for the Series 2006A Second Lien Bonds at the address indicated for Cede & Co. in the registration books of the City kept by the Trustee.

(b) The Trustee and the City may treat DTC (or its nominee) as the sole and exclusive Owner of such Series 2006A Second Lien Bonds registered in its name for the purposes of payment of the principal or redemption price of or interest on such Series 2006A Second Lien Bonds, selecting such Series 2006A Second Lien Bonds or portions of such Series 2006A Second Lien Bonds to be redeemed, giving any notice permitted or required to be given to Bondholders under this Indenture, registering the transfer of such Series 2006A Second Lien Bonds, obtaining any consent or other action to be taken by Bondholders and for all other purposes whatsoever, and neither the Trustee nor the City shall be affected by any notice to the contrary. Except as otherwise provided in paragraph (c) below, no Beneficial Owner shall receive an authenticated Series 2006A Second Lien Bond certificate. Upon delivery by DTC to the Trustee of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions of this Indenture with respect to transfers of Series 2006A Second Lien Bonds, the words "Cede & Co." in this Indenture shall refer to such new nominee of DTC.

(c) If the Owner of all the Series 2006A Second Lien Bonds shall be DTC and the City determines to discontinue DTC's book-entry system, the City may notify DTC and the Trustee, whereupon DTC will notify its participating organizations (the "*Participants*") of the availability through DTC of certificated Series 2006A Second Lien Bonds, and such Participants may utilize DTC's withdrawal procedure to withdraw the Series 2006A Second Lien Bonds from DTC. In the event a Participant utilizes such process, the Trustee shall issue, transfer and exchange such Series 2006A Second Lien Bond certificates as requested by DTC in appropriate amounts in accordance with the provisions of this Indenture. DTC may determine to discontinue providing its services with respect to all, but not less than all, of the Series 2006A Second Lien Bonds at any time by giving written notice to the City and the Trustee and discharging its responsibilities with respect to this Indenture under applicable law. Under such circumstances (if there is no successor securities depository), the City and the Trustee shall be obligated (at the sole cost and expense of the City) to make available for delivery Series 2006A Second Lien Bond certificates as described in this Indenture. Whenever DTC requests the City and the Trustee to do so, the City will direct the Trustee (at the sole cost and expense of the City) to cooperate with DTC in taking appropriate action after reasonable notice (i) to make available one or more separate certificates evidencing the Series 2006A Second Lien Bonds to any Participant having the Series 2006A Second

Lien Bonds credited to its DTC account or (ii) to arrange for another securities depository to maintain custody of certificates evidencing such Series 2006A Second Lien Bonds.

(d) So long as any Series 2006A Second Lien Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal or redemption price of and interest on such Series 2006A Second Lien Bond and all notices with respect to such Series 2006A Second Lien Bond shall be made and given, respectively, to DTC or its nominee as provided in the City's representation letter to DTC.

(e) *In connection with any notice or other communication to be provided to Bondholders pursuant to this Indenture by the City or the Trustee, or by the Trustee with respect to any consent or other action to be taken by Bondholders, the City or the Trustee, as the case may be, shall establish a record date for such consent or other action and give DTC notice of such record date not less than 15 calendar days in advance of such record date to the extent possible. Such notice to DTC or its nominee shall be given only when DTC is the sole Bondholder.*

(f) Neither the City nor the Trustee shall have any responsibility or obligation to the Participants or the Beneficial Owners with respect to (i) the accuracy of any records maintained by DTC or any Participant; (ii) the payment by DTC or any Participant of any amount due to any Beneficial Owner in respect of the principal or redemption price of or interest on the Series 2006A Second Lien Bonds; (iii) the delivery by DTC or any Participant of any notice to any Beneficial Owner which is required or permitted under the terms of this Indenture to be given to Bondholders; (iv) the selection of the Beneficial Owners to receive payment in the event of any partial redemption of the Series 2006A Second Lien Bonds; or (v) any consent given or other action taken by DTC as Bondholder.

(g) So long as Cede & Co. is the registered owner of the Series 2006A Second Lien Bonds, as nominee of DTC, references in this Indenture to the Bondholders of the Series 2006A Second Lien Bonds or Owners of the Series 2006A Second Lien Bonds shall mean Cede & Co. and shall not mean the Beneficial Owners of the Series 2006A Second Lien Bonds.

(h) So long as DTC is the registered owner of the Series 2006A Second Lien Bonds:

(i) selection of the Series 2006A Second Lien Bonds to be redeemed upon partial redemption and presentation of the Series 2006A Second Lien Bonds to the Trustee upon partial redemption. shall be deemed made when the right to exercise ownership rights in such Series 2006A Second Lien Bonds through DTC or DTC's Participants is transferred by DTC on its books; and

(ii) DTC may present notices, approvals, waivers or other communications required or permitted to be made by Bondholders under this Indenture on a fractionalized basis on behalf of some or all of those persons

entitled to exercise ownership rights in the Series 2006A Second Lien Bonds through DTC or its Participants.

ARTICLE III

PURCHASE AND REDEMPTION OF SERIES 2006A SECOND LIEN BONDS

Section 3.1 Purchase on Demand of Owner While Series 2006A Second Lien Bonds Bear Weekly Rate.

(a) While a Series 2006A Second Lien Bond (other than a Bank Bond) bears interest at a Weekly Rate, such Series 2006A Second Lien Bond (or portion thereof in an Authorized Denomination) shall be purchased on a Demand Date therefor upon the demand of the Owner thereof, at a purchase price equal to 100 percent of the principal amount thereof plus accrued interest, if any, to such Demand Date, upon irrevocable written notice (which may be given by telecopy) to the Trustee's Agent and the Remarketing Agent, which notice must be received by the Trustee's Agent and the Remarketing Agent not later than 4:00 p.m., Chicago time, on a Business Day in order to be effective on that day. Any notice received after 4:00 p.m., Chicago time, on a Business Day shall be deemed given on the next succeeding Business Day. Such notice must specify (i) the principal amount and number of such Series 2006A Second Lien Bond, the name and the address of such Owner and the taxpayer identification number, if any, of such Owner, and (ii) the Demand Date on which such Series 2006A Second Lien Bond is to be purchased. The Trustee's Agent shall give immediate notice (which notice shall be given no later than 4:30 p.m., Chicago time, on the Business Day on which it receives notice of tender) to the Trustee, the Remarketing Agent, the City and the Bank as to the contents of any such notices received by it.

(b) The determination of the Trustee's Agent as to whether a notice of tender has been properly delivered pursuant to the foregoing shall be conclusive and binding upon the Owner of such Series 2006A Second Lien Bond. Any notice received by the Trustee's Agent pursuant to this Section from any person reasonably believed by the Trustee's Agent to be the Owner of a Series 2006A Second Lien Bond may be conclusively relied upon by the Trustee's Agent as a true, irrevocable notice of demand with respect to such Series 2006A Second Lien Bond.

Section 3.2 Purchase on Notice of Certain Events of Default Under Liquidity Agreement While Liquidity Facility is Required; Notice of Special Liquidity Default. During the period a Liquidity Facility is required by Section 5.7 hereof, the Series 2006A Second Lien Bonds (other than Bank Bonds and Series 2006A Second Lien Bonds bearing interest at an ARS Rate or a Fixed Rate) are subject to mandatory tender by the Owners thereof to the Trustee when the Trustee gives immediate notice to the Owners of such Series 2006A Second Lien Bonds and the Remarketing Agent (with a copy to the Bond Insurer) of the occurrence and continuation of a Liquidity Agreement Default. Upon the giving of such immediate notice, such Series 2006A Second Lien Bonds shall be purchased, on a date designated by the Trustee, which date is no more than 15 days after the date of the immediate notice to the Owners, and in no event later than the Business Day prior to the last day on which funds will be available under the Liquidity Facility, at a purchase price equal to 100 percent of the principal amount thereof plus

accrued interest, if any, to the purchase date. In such case, the Owner of any such Series 2006A Second Lien Bond required to be purchased may not elect to retain its Series 2006A Second Lien Bond and by the acceptance of such Series 2006A Second Lien Bond shall be deemed to have agreed to deliver such Series 2006A Second Lien Bond to the Trustee on the date specified pursuant to this Section. The Trustee shall give such immediate notice upon receipt by the Trustee of a written notice from the Bank of the occurrence of a Liquidity Agreement Default.

Upon receipt by the Trustee of a written notice from the Bank of the occurrence of a Special Liquidity Default under the Liquidity Agreement, the Trustee shall give immediate notice thereof to the Owners of all the Series 2006A Second Lien Bonds and the Remarketing Agent (with a copy to the Bond Insurer), which notice shall state that (i) there will be no mandatory purchase of the Series 2006A Second Lien Bonds as a result of such Special Liquidity Default, (ii) the Series 2006A Second Lien Bonds will no longer be entitled to the benefits of a Liquidity Facility and (iii) all rights granted to the Owners to tender the Series 2006A Second Lien Bonds for purchase pursuant to this Indenture are suspended until such time as the Trustee shall give immediate notice to such Owners that the Special Liquidity Default is cured and the obligation of the Bank to purchase Series 2006A Second Lien Bonds pursuant to the Liquidity Facility has been reinstated or that a Substitute Liquidity Facility is in place. If immediate notice of a mandatory tender has been given due to receipt by the Trustee of written notice from the Bank of the occurrence of a Liquidity Agreement Default but a Special Liquidity Default occurs prior to the mandatory tender date, the Trustee shall give immediate notice of such Special Liquidity Default to the Owners of all the Series 2006A Second Lien Bonds and the Remarketing Agent as provided above and the Series 2006A Second Lien Bonds shall not be subject to mandatory tender on such date.

Section 3.3 Purchase While Series 2006A Second Lien Bonds Bear Flexible Rate.

While any Series 2006A Second Lien Bond (other than a Bank Bond) bears interest at a Flexible Rate, such Series 2006A Second Lien Bond shall be purchased pursuant to this Section on each Rate Change Date for such Series 2006A Second Lien Bond, other than the Rate Change Date which is the first day of a Flexible Mode applicable to such Series 2006A Second Lien Bond, and on the Adjustment Date immediately following the last day of the Flexible Mode at a purchase price equal to 100 percent of the principal amount thereof. The Owner of such Series 2006A Second Lien Bond may not elect to retain its Series 2006A Second Lien Bond and by acceptance of such Series 2006A Second Lien Bond shall be deemed to have agreed to deliver such Series 2006A Second Lien Bond to the Trustee on the date specified pursuant to this Section.

Section 3.4 Purchase Prior to Stated Termination Date When Required Substitute Liquidity Facility Not in Place; Purchase Prior to Liquidity Substitution Date; Purchase Prior to Liquidity Facility Cancellation Date; Purchase Prior to Bond Insurance Substitution Date. (a) If, during the period a Liquidity Facility is required pursuant to the terms of Section 5.7 hereof, by the 20th day preceding any Stated Termination Date of the Liquidity Facility the Trustee has not received notice of an extension of the then current Liquidity Facility or a Substitute Liquidity Facility in accordance with the terms of this Indenture, all Series 2006A Second Lien Bonds (other than Bank Bonds and Series 2006A Second Lien Bonds bearing interest at an ARS Rate or a Fixed Rate) shall be purchased on the Business Day prior to the Stated Termination Date of the Liquidity Facility pursuant to this

Section. If a Liquidity Facility is required pursuant to the terms of this Indenture, and the City gives notice to the Trustee that it will provide a Substitute Liquidity Facility pursuant to Section 5.6 hereof, Series 2006A Second Lien Bonds shall be subject to purchase hereunder on the Liquidity Substitution Date; provided that any draw in connection with a tender on the Liquidity Substitution Date shall be made on the existing Liquidity Facility and not the Substitute Liquidity Facility. In addition, if a Liquidity Facility is no longer required pursuant to Section 5.7 hereof, all Series 2006A Second Lien Bonds (other than Bank Bonds and Series 2006A Second Lien Bonds bearing interest at an ARS Rate or a Fixed Rate) shall be purchased on the Business Day prior to the Liquidity Facility Cancellation Date pursuant to the mandatory tender described in Section 5.7(b) hereof. In addition, all Series 2006A Second Lien Bonds (other than Bank Bonds and Series 2006A Second Lien Bonds bearing interest at an ARS Rate or a Fixed Rate) shall be purchased on the Bond Insurance Substitution Date pursuant to this Section; provided that if no Liquidity Facility is in effect in any Interest Mode, other than the Weekly Mode, and the Bond Insurer has waived the rating requirement of Section 5.7(a)(iii), then such tender shall only occur if the Remarketing Agent has successfully remarketed all of the Series 2006A Second Lien Bonds subject to such mandatory tender. If not all the Series 2006A Second Lien Bonds are successfully remarketed, then such mandatory tender shall be cancelled, and all the Series 2006A Second Lien Bonds shall be returned to their respective Owners. A purchase of Series 2006A Second Lien Bonds pursuant to this Section shall be at a purchase price for each such Series 2006A Second Lien Bond equal to the principal amount thereof plus accrued interest, if any, to the purchase date. The Owner of any Series 2006A Second Lien Bond subject to purchase pursuant to this Section may not elect to retain its Series 2006A Second Lien Bond and by acceptance of such Series 2006A Second Lien Bond shall be deemed to have agreed to deliver such Series 2006A Second Lien Bond to the Trustee on the date specified pursuant to this Section.

(b) Not later than the 15th day preceding the Stated Termination Date of the Liquidity Facility, if no extension of such Liquidity Facility or Substitute Liquidity Facility has been delivered, the Trustee shall give immediate notice to the Owners of the Series 2006A Second Lien Bonds (other than Bank Bonds and Series 2006A Second Lien Bonds bearing interest at an ARS Rate or a Fixed Rate) and the Bond Insurer stating (i) the Stated Termination Date, (ii) that no Substitute Liquidity Facility has been received as of the date of such notice, and (iii) that the Series 2006A Second Lien Bonds are required to be purchased on the Stated Termination Date.

(c) Not later than the 15th day preceding a Liquidity Substitution Date or a Bond Insurance Substitution Date, the Trustee shall give immediate notice to the Owners of the Series 2006A Second Lien Bonds (other than Bank Bonds and Series 2006A Second Lien Bonds bearing interest at an ARS Rate or a Fixed Rate) and the Bond Insurer stating (i) the Liquidity Substitution Date or the Bond Insurance Substitution Date, and (ii) the Series 2006A Second Lien Bonds are required to be purchased on the Liquidity Substitution Date or the Bond Insurance Substitution Date.

(d) If pursuant to subsection (a) of this Section the Series 2006A Second Lien Bonds are subject to mandatory tender and purchase, not later than the 15th day preceding the Liquidity Facility Cancellation Date, the Trustee shall give immediate notice to the Owners of the Series 2006A Second Lien Bonds (other than Bank Bonds

and Series 2006A Second Lien Bonds bearing interest at an ARS Rate or a Fixed Rate) and the Bond Insurer stating (i) that the existing Liquidity Facility is to be canceled pursuant to Section 5.7 hereof, and (ii) the Series 2006A Second Lien Bonds are required to be purchased on the Business Day prior to the Liquidity Facility Cancellation Date.

Section 3.5 Purchase on Adjustment Date. On each Adjustment Date with respect to a Series 2006A Second Lien Bond (other than a Bank Bond), including, without limitation, a proposed Fixed Rate Conversion Date or a Substitute Adjustment Date, such Series 2006A Second Lien Bond shall be purchased pursuant to this Section at a purchase price equal to 100 percent of the principal amount thereof, except that a Series 2006A Second Lien Bond which is to be purchased on an Adjustment Date which immediately follows the last day of a Flexible Mode shall be purchased pursuant to Section 3.3 hereof. The Owner of such Series 2006A Second Lien Bond may not elect to retain its Series 2006A Second Lien Bond and by acceptance of such Series 2006A Second Lien Bond shall be deemed to have agreed to deliver such Series 2006A Second Lien Bond to the Trustee on the date specified pursuant to this Section.

Not later than the 15th day next preceding the Adjustment Date for any Series 2006A Second Lien Bond bearing interest at a Weekly Rate or an ARS Rate, the Trustee shall give immediate notice to the Owner of such Series 2006A Second Lien Bond stating (i) the last day of the Adjustment Period then ending, and (ii) that such Series 2006A Second Lien Bond is required to be purchased on the Adjustment Date.

Section 3.6 Purchase of Tendered Bonds Delivered to Trustee's Agent; Notices.
(a) Tendered Bonds shall be purchased from the Owners thereof at a purchase price equal to 100 percent of the principal amount thereof, plus accrued interest thereon (unless purchased on an Interest Payment Date, in which event such accrued interest shall not be paid as part of the purchase price secured by the Liquidity Facility), from amounts in the Bond Purchase Fund but solely from the following sources in order of priority indicated, neither the City, the Trustee, the Trustee's Agent nor the Remarketing Agent having an obligation to use funds from any other source:

(i) proceeds of the sale of such Tendered Bonds pursuant to Section 3.7 hereof (other than Tendered Bonds sold to the City for purchase or purchase and cancellation pursuant to Section 3.14(b) hereof);

(ii) moneys received from the underwriter or purchaser (other than the City) of Tendered Bonds upon the conversion of the interest rate thereon to a Fixed Rate;

(iii) proceeds of the Liquidity Facility, to the extent such a Liquidity Facility is available; and

(iv) moneys furnished by the City to the Trustee for the purchase, or purchase and cancellation, of Tendered Bonds pursuant to Section 3.14(b) hereof.

(b) The Trustee's Agent shall pay the purchase price specified above from the sources specified above of each Tendered Bond to the Owner thereof by 1:30 p.m., Chicago time, on the purchase date; provided that the Trustee's Agent shall have

confirmed that such Owner has delivered such Tendered Bond (with any necessary endorsements) to the Principal Office of the Trustee's Agent no later than 12:00 noon, Chicago time, on such date.

(c) If funds described in Section 3.6(a) shall not be available to purchase a Tendered Bond, the Owner shall continue to hold such Series 2006A Second Lien Bond and it shall bear interest, commencing on the date on which such Series 2006A Second Lien Bond was tendered for purchase, at an interest rate equal to the lesser of (i) the BMA Municipal Index for Series 2006A Second Lien Bonds in the Weekly Mode or the Flexible Mode, or the then-existing Term Rate for Series 2006A Second Lien Bonds in the Term Rate Mode, or (ii) the Maximum Interest Rate.

Section 3.7 Remarketing of Tendered Bonds by Remarketing Agent. Upon the delivery or deemed delivery of Tendered Bonds by the Owners thereof in accordance with the provisions hereof, the Remarketing Agent shall offer for sale and use all reasonable efforts to remarket such Tendered Bonds pursuant to the Remarketing Agreement, any such remarketing to be made on the date on which such Tendered Bonds are to be purchased, at a price equal to 100 percent of the principal amount thereof plus accrued interest, if any.

If Series 2006A Second Lien Bonds are delivered or deemed delivered for purchase under Section 3.1(a) hereof, the Remarketing Agent shall give telephonic notice (promptly confirmed by telecopy) to the Trustee, the Trustee's Agent, the City, the Bond Insurer and the Bank no later than 11:00 a.m., Chicago time, on the date on which such Series 2006A Second Lien Bonds are to be so delivered or deemed delivered, of the aggregate principal amount of such Series 2006A Second Lien Bonds to be purchased on such date which it has reasonable grounds to expect will not be remarketed on such date.

In addition, with respect to Series 2006A Second Lien Bonds delivered or deemed delivered for purchase under Section 3.1(a), 3.2, 3.3, 3.4 or 3.5 hereof, the Remarketing Agent shall give telephonic notice (promptly confirmed by telecopy) to the Trustee, the Trustee's Agent, the City, the Bond Insurer and the Bank no later than 11:00 a.m., Chicago time, on the Business Day next preceding the date on which such Series 2006A Second Lien Bonds are to be so delivered or deemed delivered, of the aggregate principal amount of such Series 2006A Second Lien Bonds to be purchased on such date which it has reasonable grounds to expect will not be remarketed on such date.

The Remarketing Agent shall remarket Bank Bonds to the extent, and subject to the conditions, set forth herein and in the Remarketing Agreement; provided, however, that no Bank Bond may be remarketed unless the amount of funds which are available and may be loaned under the Liquidity Facility has been reinstated to the amount which was available prior to the purchase of such Bank Bonds, unless the Liquidity Facility has been reduced pursuant to Section 5.6 hereof or the Liquidity Facility is no longer required pursuant to Section 5.7 hereof. Bank Bonds shall be remarketed at a price of par plus accrued interest, if any, at the Bank Variable Rate until the Sale Date; accrued interest on Bank Bonds at the Differential Interest Amount shall be due to the Bank from the City on the Sale Date. Purchasers of Bank Bonds will receive on the next Interest Payment Date following purchase, interest at the applicable rate from the purchase thereof plus accrued interest paid at the date of purchase. Upon the remarketing of Bank Bonds, the Remarketing Agent shall immediately provide telephonic notice, promptly

confirmed by telecopy, of such remarketing to the Trustee, the City, the Bank and the Bond Insurer, and thereupon the Trustee shall, subject to Section 3.8(a)(ii) hereof, immediately deliver or provide for transfer of beneficial interest in such Series 2006A Second Lien Bonds for delivery to the purchasers thereof upon payment to the Bank of the principal amount of such Bank Bonds.

Section 3.8 Delivery of Series 2006A Second Lien Bonds and Proceeds of Sale.

(a) (i) Subject to Section 3.9 hereof, Series 2006A Second Lien Bonds remarketed by the Remarketing Agent pursuant to Section 3.7 hereof shall be delivered by the Trustee or the Trustee's Agent as directed by the Remarketing Agent by 11:00 a.m., Chicago time, on the date of purchase against payment therefor. The proceeds of sale by the Remarketing Agent shall be delivered to the Trustee by 10:45 a.m., Chicago time, on the date of purchase.

(ii) Bank Bonds shall be delivered to the Trustee or otherwise at the direction of the Bank, or for as long as the Series 2006A Second Lien Bonds are in the book-entry system described in Section 2.14 hereof, credited to the designated account of the Bank or its designee as beneficial owner of such Bank Bonds by DTC (in its capacity as custodian) pursuant to the Liquidity Agreement or the Custody Agreement, if any. Notwithstanding anything herein to the contrary, if the Trustee holds Bank Bonds as custodian for the Bank pursuant to the Liquidity Agreement or the Custody Agreement, if any, the Trustee shall not release to the purchaser thereof Bank Bonds remarketed pursuant to Section 3.7 hereof unless the Bank shall have given written notification (which may be by facsimile communication) to the Trustee that it has reinstated the Liquidity Facility as required pursuant to Section 3.7. The Trustee hereby agrees to follow the provisions of the Liquidity Agreement or the Custody Agreement, if any, as to registration and procedures for Bank Bonds during the effective period of the Liquidity Facility.

(b) Except as otherwise provided in the Liquidity Agreement or the Custody Agreement, if any, Tendered Bonds delivered as provided in this Section shall be registered in the manner directed by the purchaser thereof, except that Bank Bonds shall be registered in the name of the Bank or its designee, and beneficial interest therein shall be transferred as provided in paragraph (a)(ii) above.

(c) The Trustee's Agent shall notify the Trustee in writing (which may be delivered by telecopy) no later than 4:30 p.m., Chicago time, on the Business Day prior to the day on which Tendered Bonds in any Interest Mode, are delivered or deemed delivered for purchase under Section 3.1, 3.2, 3.3, 3.4 or 3.5 hereof of the aggregate principal amount of Tendered Bonds to be purchased on such date. The Trustee shall take such actions as are necessary to draw or obtain funds under the applicable Liquidity Facility in accordance with its terms to pay the purchase price of all Tendered Bonds (of a Sub-series, as applicable, other than Bank Bonds or Series 2006A Second Lien Bonds owned by the City) by 1:30 p.m., Chicago time, on such date. If surplus moneys from the Bank remain after the payment in full of all Tendered Bonds, the Trustee shall provide immediate notice to the Bank of the amount of funds made available by the Bank on such

date which are not required for the payment of Tendered Bonds and shall promptly return such excess funds to the Bank.

(d) If sufficient moneys are on deposit with the Trustee or the Trustee's Agent pursuant to Section 3.6(a) to pay the applicable purchase price of any Tendered Bond, such Tendered Bond shall be deemed to have been purchased whether or not delivered by the Owner thereof on the date such Tendered Bond is to be purchased. If any such purchased Tendered Bond is not so delivered, the City shall execute, and the Trustee shall authenticate and deliver, a replacement Series 2006A Second Lien Bond of like Sub-series, date, Maturity Date and denomination as the Tendered Bond and bearing a number not contemporaneously outstanding.

Section 3.9 No Remarketing After Certain Defaults. Unless directed to do so in writing by the City and the Bond Insurer, there shall be no remarketing of Tendered Bonds during the period when there is no Liquidity Facility in effect when such Liquidity Facility is required pursuant to Section 5.7 of this Indenture. Unless directed not to do so in writing by the City and the Bond Insurer, the Remarketing Agent shall use all reasonable efforts to remarket the Tendered Bonds pursuant to Section 3.7 hereof if there shall have occurred and be continuing a breach under this Indenture of which an authorized officer of the Remarketing Agent or an authorized officer of the Trustee has actual knowledge; provided, however, that the Initial Bond Insurer may provide such direction to the Remarketing Agent if the City shall fail to make payments pursuant to Section 6.2 hereof. In addition, the Remarketing Agent shall be under no obligation to remarket Series 2006A Second Lien Bonds upon the occurrence and continuance of a Special Liquidity Default or Liquidity Agreement Default.

Section 3.10 Redemption Terms, Dates and Prices. The Series 2006A Second Lien Bonds shall be subject to redemption prior to their Maturity Date in the amounts, at the times and in the manner provided in this Section. Anything herein to the contrary notwithstanding, any redemption of less than all of the Series 2006A Second Lien Bonds Outstanding made pursuant to this Section 3.10 shall be made first from Bank Bonds then Outstanding.

(a) *Optional Redemption.*

(i) Series 2006A Second Lien Bonds in a Weekly Mode shall be subject to redemption prior to their Maturity Date at the option of the City, in whole or in part (and, if in part, in an Authorized Denomination) on any Business Day during such Weekly Mode, at a redemption price equal to 100 percent of the principal amount thereof plus accrued interest, if any, to the redemption date.

(ii) Series 2006A Second Lien Bonds in the Term Rate Mode or Fixed Mode shall be subject to redemption prior to their Maturity Date at the option of the City, in whole or in part (and, if in part, in an Authorized Denomination) on any Business Day after the No-Call Period described below, at the following redemption prices (expressed as percentages of the principal amount of the Series 2006A Second Lien Bonds called for redemption) plus accrued interest, if any, to the redemption date:

Term of Maturity	No-Call Period	Redemption Price
greater than 10 years	10 years from the Fixed Rate Conversion Date	100%
less than or equal to 10 years	term to the Maturity Date	not subject to optional redemption

The City may deliver to the Trustee an alternative redemption schedule to the schedule shown above, if the City delivers to the Bond Insurer and the Trustee an Opinion of Bond Counsel to the effect that the alternative schedule of redemption will not adversely affect the validity and enforceability of the Series 2006A Second Lien Bonds in accordance with their terms, and will not have an adverse effect on any exclusion from gross income of the interest thereon for federal income tax purposes. Series 2006A Second Lien Bonds which commence bearing interest at a Fixed Rate on or after the delivery of such alternative schedule and Opinion of Bond Counsel shall be subject to redemption in accordance with the provisions of such alternative schedule.

(iii) Series 2006A Second Lien Bonds bearing interest at an ARS Rate shall be subject to optional redemption prior to their Maturity Date at the option of the City, in whole or in part (and, if in part, in an Authorized Denomination) on the Business Day immediately succeeding any Auction Date, at a redemption price equal to 100 percent of the principal amount thereof plus accrued interest, if any, to the redemption date.

(iv) Series 2006A Second Lien Bonds bearing interest at a Flexible Rate shall be subject to optional redemption prior to their Maturity Date at the option of the City, in whole or in part (and, if in part, in an Authorized Denomination) on any Rate Change Date therefor, at a redemption price equal to 100 percent of the principal amount thereof plus accrued interest, if any, to the redemption date.

(b) *Mandatory Sinking Fund Redemption.* The Series 2006A Second Lien Bonds (including Bank Bonds) shall be subject to redemption prior to their Maturity Date at a redemption price equal to 100 percent of the principal amount thereof, plus accrued interest, if any, by application by the Trustee in accordance with Section 5.2 hereof of funds on deposit to the credit of the Principal and Interest Account. Deposits shall be made into the Principal and Interest Account in amounts which will make possible the retirement by redemption of Series 2006A Second Lien Bonds on January 1 of the years and in the amounts set forth in the respective tables, as adjusted pursuant to Section 3.10(d)(vi), below.

<u>Year</u>	<u>Principal Amount of Bonds</u>	<u>Year</u>	<u>Principal Amounts of Bonds</u>
2017	\$	2028	\$
2018		2029	
2019		2030	
2020		2031	
2021		2032	
2022		2033	
2023		2034	
2024		2035	
2025		2036	
2026		2037	
2027			

(c) *Redemption of Bank Bonds.*

(i) Bank Bonds shall be subject to redemption prior to their Maturity Date at the option of the City, in whole or in part (and, if in part, in an Authorized Denomination) on any Business Day at a redemption price equal to 100 percent of the principal amount thereof plus accrued interest, if any, to the redemption date.

(ii) Bank Bonds shall be subject to mandatory redemption in accordance with the Liquidity Agreement.

(d) *General Provisions Regarding Redemptions.*

(i) No redemption of less than all of the Series 2006A Second Lien Bonds Outstanding (or Sub-series, if applicable) shall be made pursuant to Section 3.10(a) or (c) hereof unless (1) if such redemption is of Series 2006A Second Lien Bonds bearing interest at a Short Rate, the aggregate principal amount of Series 2006A Second Lien Bonds to be redeemed is equal to \$100,000 or integral multiples thereof, (2) if such redemption is of Series 2006A Second Lien Bonds bearing interest at an ARS Rate, the aggregate principal amount of Series 2006A Second Lien Bonds to be redeemed is equal to \$25,000 or integral multiples thereof and (3) if such redemption is with respect to Series 2006A Second Lien Bonds bearing interest at a Term Rate or a Fixed Rate, the aggregate principal amount of Series 2006A Second Lien Bonds to be redeemed is equal to \$100,000 or \$5,000 multiples in excess thereof. Any redemption of less than all of the Series 2006A Second Lien Bonds Outstanding (or Sub-series, if applicable) shall be made in such a manner that all Series 2006A Second Lien Bonds (or Sub-series, if applicable) outstanding after such redemption are in Authorized Denominations.

(ii) Series 2006A Second Lien Bonds may be called for redemption by the Trustee pursuant to Section 3.10(a) hereof (1) in the case of Series 2006A Second Lien Bonds bearing interest at a Short Rate or an ARS Rate, upon receipt by the Trustee at least 35 days prior to the redemption date (or such shorter period as shall be acceptable to the Trustee) of a written request of the City requesting such redemption or (2) in the case of Series 2006A Second Lien Bonds bearing

interest at a Term Rate or a Fixed Rate, upon receipt by the Trustee at least 45 days prior to the redemption date (or such shorter period as shall be acceptable to the Trustee) of a written request of the City requesting such redemption.

(iii) Series 2006A Second Lien Bonds may be called for redemption by the Trustee pursuant to Section 3.10(c) hereof upon receipt by the Trustee at least two Business Days prior to the redemption date of a written request of the City requesting such redemption. The Trustee or the Trustee's Agent shall give notice to the Bank one Business Day prior to any redemption of Bank Bonds pursuant to Section 3.10(c) hereof.

(iv) Series 2006A Second Lien Bonds shall be called for redemption by the Trustee pursuant to Section 3.10(b) hereof without further request or direction of the City.

(v) In lieu of redeeming Series 2006A Second Lien Bonds pursuant to Section 3.10(a) or (b) hereof, subject to Section 3.16, the Trustee may, at the request of the City, use such funds available hereunder for redemption of Series 2006A Second Lien Bonds to purchase Series 2006A Second Lien Bonds in the open market at a price not exceeding the redemption price then applicable hereunder. Any Series 2006A Second Lien Bond so purchased in lieu of redemption shall be delivered to the Trustee for cancellation and shall be canceled.

(vi) At its option, to be exercised on or before the 60th day next preceding any mandatory sinking fund redemption date for the Series 2006A Second Lien Bonds (or such shorter period as may be acceptable to the Trustee), the City may (i) deliver to the Trustee for cancellation, Series 2006A Second Lien Bonds or portions thereof in Authorized Denominations subject to mandatory sinking fund redemption or (ii) receive a credit in respect of its mandatory sinking fund redemption obligation for Series 2006A Second Lien Bonds or portions thereof in Authorized Denominations which prior to said date have been redeemed (otherwise than through the operation of such mandatory sinking fund redemption) and canceled by the Trustee and not theretofore applied as a credit against any mandatory sinking fund redemption obligation. Each such Series 2006A Second Lien Bond or portion thereof subject to mandatory sinking fund redemption so delivered or previously redeemed shall be credited against future mandatory sinking fund redemption obligations on Series 2006A Second Lien Bonds in such order as the City shall designate, or if no such designation is made, in chronological order, the principal amount of such Series 2006A Second Lien Bonds to be redeemed by operation of such mandatory redemption to be accordingly reduced.

Section 3.11 Notice of Redemption. (a) Except as hereinafter provided, a copy of the notice of the call for any redemption identifying the Series 2006A Second Lien Bonds to be redeemed shall be given by first class mail, postage prepaid, with respect to Series 2006A Second Lien Bonds bearing interest at a Short Rate or an ARS Rate, not less than 30 days or more than 45 days prior to the date fixed for redemption and shall be given by first class mail,

postage prepaid, or by facsimile transmission, and with respect to Series 2006A Second Lien Bonds bearing interest at a Term Rate or a Fixed Rate, not less than 30 or more than 60 days prior to the date fixed for redemption, to the Bank, the Bond Insurer, the Remarketing Agent and the Owners of the Series 2006A Second Lien Bonds to be redeemed at their addresses as shown on the bond register. Such notice shall specify the redemption date, the redemption price, the place and manner of payment, and that from the redemption date interest will cease to accrue on the Series 2006A Second Lien Bonds which are the subject of such notice, and shall include such other information as the Trustee shall deem appropriate or necessary at the time such notice is given to comply with any applicable law, regulation or industry standard. Prior to the date that the redemption notice is first given as aforesaid, funds shall be placed with the Trustee to pay such Series 2006A Second Lien Bonds, any premium thereon, and accrued interest thereon to the redemption date, or (except in the case of a mandatory sinking fund redemption pursuant to Section 3.10(b) hereof) such notice shall state that any redemption is conditional on such funds being deposited on the redemption date, and that failure to deposit such funds shall not constitute a breach under this Indenture; any funds so deposited with the Trustee and held in the Series 2006A Second Lien Bonds Revenue Fund shall be invested solely in Government Obligations maturing no later than the earlier of (i) 30 days after the date of placement with the Trustee, or (ii) the redemption date.

(b) Notwithstanding Section 3.11(a) hereof, if Bank Bonds are to be redeemed pursuant to Section 3.10(c) hereof, the Trustee shall give immediate notice of a redemption of Bank Bonds to the Bank at least one Business Day prior to the date fixed for redemption.

(c) In addition to the requirements of subsections (a) and (b) of this Section 3.11, notice of the redemption of Series 2006A Second Lien Bonds or any portion thereof identifying the Series 2006A Second Lien Bonds or portions thereof to be redeemed shall specify (i) the series name and designation and certificate numbers of Series 2006A Second Lien Bonds being redeemed, (ii) the CUSIP numbers of the Series 2006A Second Lien Bonds being redeemed, (iii) the principal amount of Series 2006A Second Lien Bonds being redeemed and the redeemed amount for each certificate (for partial calls), (iv) the redemption date, (v) the redemption price, (vi) the date of issuance, (vii) the interest rate and Maturity Date of the Series 2006A Second Lien Bonds being redeemed, (viii) the date of mailing of notices to Owners and information services (if required), and (ix) the name of the employee of the Trustee which may be contacted with regard to such notice.

(d) Redemption notices shall also be sent by registered mail or facsimile transmission, at least 30 days but not more than 60 days prior to the redemption date, to two national information services that disseminate redemption information as determined by the Trustee as long as such services exist.

(e) A second redemption notice shall be sent by first class mail, not more than 60 days after the redemption date to each Owner of Series 2006A Second Lien Bonds called for redemption who has not presented such Series 2006A Second Lien Bonds within 30 days following the redemption date.

(f) Failure to give notice in the manner prescribed in subsections (a), (b) and (c) hereunder with respect to any Series 2006A Second Lien Bond, or any defect in such notice, shall not affect the validity of the proceedings for redemption for any Series 2006A Second Lien Bond with respect to which notice was properly given. Failure to give any of the notices described in subsections (d) or (e) above shall not affect the validity of the proceedings for redemption of any Series 2006A Second Lien Bonds hereunder. Upon the happening of the above conditions and if sufficient moneys are on deposit with the Trustee on the applicable redemption date to redeem the Series 2006A Second Lien Bonds to be redeemed and to pay interest due thereon and premium, if any, the Series 2006A Second Lien Bonds thus called shall not, after the applicable redemption date, bear interest, be protected by this Indenture (except with respect to such deposited moneys) or be deemed to be Outstanding under the provisions of this Indenture.

(g) If any Series 2006A Second Lien Bond is transferred or exchanged on the bond register after notice has been given calling such Series 2006A Second Lien Bond for redemption, the Trustee will attach a copy of such notice to the Series 2006A Second Lien Bond issued in connection with such transfer or exchange.

(h) There shall be no optional redemption of Series 2006A Second Lien Bonds unless all amounts owed to the Initial Bond Insurer (as a result of a payment made by the Initial Bond Insurer with respect to the Surety Bond) have been paid.

Section 3.12 No Partial Redemption After Breach. Anything in this Indenture to the contrary notwithstanding, if there shall have occurred and be continuing a breach of Section 6.2 of this Indenture with respect to any Series 2006A Second Lien Bonds of which an officer of the Trustee has actual knowledge, there shall be no redemption of less than all of the Series 2006A Second Lien Bonds at the time outstanding, other than mandatory sinking fund redemptions pursuant to Section 3.10(b).

Section 3.13 Selection of Series 2006A Second Lien Bonds for Redemption. If less than all of the Series 2006A Second Lien Bonds shall be called for redemption under any provision of this Indenture permitting or requiring such partial redemption, the particular Series 2006A Second Lien Bonds or portions thereof to be redeemed (including as among any Sub-series) shall be selected by the City (except as otherwise provided in the first paragraph of Section 3.10 hereof and in Section 3.10(d)(iv)), in the principal amount designated to the Trustee by the City, which designation shall include the Interest Mode and Maturity Date of the particular Series 2006A Second Lien Bonds to be redeemed, or otherwise as required by this Indenture; provided, however, that redemptions be made first from Bank Bonds, (i) in the case of the redemption of less than all of Series 2006A Second Lien Bonds which bear interest in the same Interest Mode at the same rates for the same Rate Periods, and which, in the case of Series 2006A Second Lien Bonds bearing interest at a Fixed Rate, were converted on the same date, such redemption shall be by lot in such manner as the Trustee may determine among such Series 2006A Second Lien Bonds, and (ii) subject to other applicable provisions of this Indenture, the portion of any Series 2006A Second Lien Bond to be redeemed shall be in a principal amount equal to an Authorized Denomination. In selecting Series 2006A Second Lien Bonds for redemption, the Trustee shall treat each Series 2006A Second Lien Bond as representing that number of Series 2006A Second Lien Bonds which is obtained by dividing the

principal amount of such Series 2006A Second Lien Bond by the minimum Authorized Denomination. If it is determined that one or more, but not all, of the integral multiples of the Authorized Denomination of principal amount represented by any Series 2006A Second Lien Bond is to be called for redemption, then, upon notice of intention to redeem such integral multiple of an Authorized Denomination, the Owner of such Series 2006A Second Lien Bond shall forthwith surrender such Series 2006A Second Lien Bond to the Trustee for (a) payment to such Owner of the redemption price of the integral multiple of the Authorized Denomination of principal amount called for redemption, and (b) delivery to such Owner of a new Series 2006A Second Lien Bond or Series 2006A Second Lien Bonds in the aggregate principal amount of the unredeemed balance of the principal amount of such Series 2006A Second Lien Bond. New Series 2006A Second Lien Bonds representing the unredeemed balance of the principal amount of such Series 2006A Second Lien Bond shall be issued to the Owner thereof without charge therefor.

Section 3.14 Limitations on Remarketing. (a) Any Series 2006A Second Lien Bond purchased pursuant to Section 3.1, 3.2, 3.3, 3.4 or 3.5 hereof from the date notice is given of redemption of such Series 2006A Second Lien Bond pursuant to Section 3.11 hereof through the date for such redemption, or from the date of notice of mandatory purchase of such Series 2006A Second Lien Bond pursuant to Section 3.2, 3.3, 3.4 or 3.5 hereof through the date for such mandatory purchase, shall not be remarketed except to a purchaser who has been notified at the time of such purchase of the requirement to deliver such Series 2006A Second Lien Bond for redemption or purchase to the Trustee on the redemption or purchase date.

(b) Tendered Bonds shall not be remarketed to the City; *provided* that the City, acting through its Authorized Officer, reserves the right to purchase any Tendered Bond or any Bank Bond by giving immediate notice to the Trustee, the Remarketing Agent, the Bank and the Bond Insurer not later than 1:00 p.m., Chicago time, on the second-to-last Business Day preceding such day of purchase. Such immediate notice shall state the principal amount of Tendered Bonds to be purchased and the Business Day upon which such Tendered Bonds are to be purchased (which shall be the date such Series 2006A Second Lien Bonds are scheduled to be tendered or deemed tendered for purchase). Prior to the applicable date of purchase, the City shall deposit with the Trustee funds sufficient to purchase such Tendered Bonds or Bank Bonds. Any Series 2006A Second Lien Bonds so purchased shall be selected first, from Bank Bonds and thereafter from any Tendered Bonds, and may be cancelled or remarketed as provided in Section 3.16.

Subject to receipt of Bond Insurer Approval (a copy of which shall be provided to the Trustee) and the limitations contained in paragraphs (c) and (d) below, Tendered Bonds may be remarketed to the City and the City may, but shall not be obligated to, purchase such Tendered Bonds without providing for the cancellation thereof when there is either (a) a default under the Liquidity Facility then in effect with respect to the Series 2006A Second Lien Bonds, or (b) no Liquidity Facility in effect pursuant to Section 5.7 hereof.

(c) Notwithstanding the provisions of the preceding paragraph (b), the City may, with Bond Insurer Approval (a copy of which shall be provided to the Trustee), buy on the open market, sell, own and hold any of the Series 2006A Second Lien Bonds for its own account; provided, however, that such Series 2006A Second Lien Bonds may be

sold or remarketed only if the City and the Remarketing Agent have received an Opinion of Bond Counsel that such sale or remarketing will not adversely affect the exclusion of interest on the Series 2006A Second Lien Bonds from the gross income of the owners thereof for federal income tax purposes under the Code. No purchase of Series 2006A Second Lien Bonds by the City or use of any funds to effectuate any such purchase shall be deemed to be a payment or redemption of the Series 2006A Second Lien Bonds or of any portion thereof and such purchase shall not operate to extinguish or discharge the indebtedness evidenced by such Series 2006A Second Lien Bonds.

(d) Notwithstanding anything else herein to the contrary, in no event shall any Series 2006A Second Lien Bond owned by the City be entitled to the benefit of the Bond Insurance Policy or the tender provisions hereof, and, consequently, in no event shall proceeds of the Liquidity Facility or the Bond Insurance Policy ever be applied to the payment of such City-owned Series 2006A Second Lien Bonds (and, as such, the Trustee shall make no drawings under such Liquidity Facility or claims under the Bond Insurance Policy with respect thereto).

(e) Series 2006A Second Lien Bonds shall not be remarketed upon tender thereof after defeasance pursuant to Section 9.1(g) hereof.

Section 3.15 Deposit of Funds. For the redemption of any of the Series 2006A Second Lien Bonds, the City shall cause to be deposited in the Series 2006A Second Lien Bonds Revenue Fund moneys sufficient to pay when due the principal of, and premium, if any, and interest on, the Series 2006A Second Lien Bonds to be redeemed on the applicable redemption date to be applied in accordance with the provisions hereof.

Section 3.16 Purchase of Series 2006A Second Lien Bonds by City.

(a) The City, acting through the Authorized Officer, reserves the right to purchase for immediate cancellation any Series 2006A Second Lien Bond tendered for purchase or subject to mandatory tender pursuant to this Article III or to purchase any Series 2006A Second Lien Bond held to the credit of the Custody Account, upon notice to the Trustee and the Remarketing Agent for such Series 2006A Second Lien Bonds given by irrevocable telephonic or facsimile notice (promptly confirmed in writing) (i) in the case of the purchase of a Series 2006A Second Lien Bond optionally tendered pursuant to Section 3.1(a) of this Indenture or a Series 2006A Second Lien Bond held to the credit of the Custody Account, given not later than 2:00 p.m., New York City time, on the Business Day preceding such day of purchase and (ii) in the case of the purchase of a Series 2006A Second Lien Bond subject to mandatory tender pursuant to Article III of this Indenture, given not later than 3:00 p.m., New York City time, on the second-to-last Business Day before the mandatory tender date for such Series 2006A Second Lien Bond (or the first Business Day of any Rate Period for Series 2006A Second Lien Bonds in a Short Mode which is shorter than two Business Days for Series 2006A Second Lien Bonds subject to mandatory tender at the end of such Rate Period). Such notice from the Authorized Officer shall state the principal amount of such Series 2006A Second Lien Bonds to be purchased and whether any of such Series 2006A Second Lien Bonds to be purchased are being purchased on a mandatory tender date pursuant to Article III of this Indenture. Prior to the applicable date of notice set forth in the first sentence of this

Section 3.16(a), the City shall deposit with the Trustee funds sufficient to purchase such Series 2006A Second Lien Bonds. Any such Series 2006A Second Lien Bonds so purchased for cancellation shall be selected first, from Series 2006A Second Lien Bonds held to the credit of the Custody Account, second, from such Series 2006A Second Lien Bonds as such become available upon optional tender, and thereafter from such Series 2006A Second Lien Bonds as such become available upon mandatory tender pursuant to Article III of this Indenture; provided that if fewer than all of the Series 2006A Second Lien Bonds subject to mandatory tender pursuant to Article III of this Indenture are to be purchased for cancellation, the Series 2006A Second Lien Bonds so purchased shall be selected by lot in such manner as the Trustee deems appropriate.

(b) Notwithstanding the provisions of Section 3.16(a), but subject to the provisions of Section 3.14, the City may buy, sell, own and hold any of the Series 2006A Second Lien Bonds for its own account; provided that such Series 2006A Second Lien Bonds may be sold or remarketed only if the Trustee, the City and the Remarketing Agent have received an Opinion of Bond Counsel that such sale or remarketing will not adversely affect the exclusion of interest on any Series 2006A Second Lien Bonds entitled to such exclusion from the gross income of the owners of such Series 2006A Second Lien Bonds for federal income tax purposes under the Code. No purchase of Series 2006A Second Lien Bonds by the City or use of any funds to effectuate any such purchase shall be deemed to be a payment or redemption of such Series 2006A Second Lien Bonds or of any portion of such Series 2006A Second Lien Bonds and such purchase shall not operate to extinguish or discharge the indebtedness evidenced by such Series 2006A Second Lien Bonds.

ARTICLE IV

MODE CONVERSION; AUCTION RATE MODE

Section 4.1 Authority for and Conditions to Conversion to Short Mode or Auction Rate Mode. (a) It is not necessary that all of the Series 2006A Second Lien Bonds operate in the same Interest Mode at the same time; provided that, without consent from the Initial Bond Insurer, the Series 2006A Second Lien Bonds within each Sub-series shall operate in the same Interest Mode at the same time, and if a breach by the City of Section 6.2 hereof should occur, the Initial Bond Insurer may direct a conversion of the Interest Mode, in whole or in part. In connection with any conversion of any Series 2006A Second Lien Bonds to another Interest Mode, on the applicable Adjustment Date two or more Sub-series of Series 2006A Second Lien Bonds may be combined into one with such numerical designations as the City shall designate. The City may designate a different Interest Mode with respect to any Series 2006A Second Lien Bond during a Flexible Mode or Term Rate Mode on any Rate Change Date, or during a Weekly Mode on any Business Day upon compliance with the provisions of this Section, and during an Auction Rate Mode on the last Interest Payment Date for any Auction Period, upon compliance with Section 4.5(j) hereof. The City may select such subsequent Interest Mode and, within a Flexible Mode, the Remarketing Agent may designate such Rate Periods from time to time, as will, in its judgment, result in the lowest aggregate cost being payable by the City with respect to the Series 2006A Second Lien Bonds, taking into account interest and any other determinable fees and expenses relating to such Series 2006A Second Lien

Bonds. The City may establish different Interest Modes and, within a Flexible Mode or Term Rate Mode, the Remarketing Agent may from time to time, establish different Rate Periods, for Series 2006A Second Lien Bonds on the same Adjustment Date in order to achieve an average duration of Rate Periods that, in the judgment of the Remarketing Agent, is most likely to achieve the lowest total aggregate cost being payable by the City with respect to the Series 2006A Second Lien Bonds, taking into account interest and any other determinable fees and expenses relating to such Series 2006A Second Lien Bonds, including amounts payable on applicable Interest Rate Hedge Agreements. The Remarketing Agent's determination shall be based upon the market for and the relative yields of the Series 2006A Second Lien Bonds and other securities that bear interest at a variable rate or at fixed rates that, in the judgment of the Remarketing Agent, are otherwise comparable to the Series 2006A Second Lien Bonds, or any fact or circumstance relating to the Series 2006A Second Lien Bonds or affecting the market for the Series 2006A Second Lien Bonds, or affecting such other comparable securities, in a manner that, in the judgment of the Remarketing Agent, will affect the market for the Series 2006A Second Lien Bonds. The Remarketing Agent, in its discretion, may consider such information and resources as it deems appropriate in making the determinations required by this Section, but the Remarketing Agent's determination shall be based solely upon the Remarketing Agent's judgment, and the Remarketing Agent's determination shall be conclusive and binding upon all parties. The foregoing notwithstanding, the City may select any Interest Mode and, within a Flexible Mode or Term Rate Mode, the Remarketing Agent may designate any Rate Period which does not meet the foregoing standards if the Initial Bond Insurer has consented and the conditions of Section 4.1(g)(ii) hereof are satisfied. The City shall select such a principal amount of Series 2006A Second Lien Bonds for conversion from one Interest Mode to another as will allow Series 2006A Second Lien Bonds after conversion to be sold in the minimum Authorized Denominations applicable to such Interest Mode.

(b) At the option of the City, a portion of Series 2006A Second Lien Bonds (in an amount which is an Authorized Denomination for the new Rate Period) may be converted from another Interest Mode to an Auction Rate Mode, provided there shall not be less than \$10,000,000 in aggregate principal amount of such Series 2006A Second Lien Bonds bearing interest at an ARS Rate unless otherwise consented to by the Broker-Dealers.

(c) The City shall evidence each designation of a subsequent Interest Mode and Adjustment Date for Series 2006A Second Lien Bonds (or Sub-series, if applicable) pursuant to Section 4.1(a) hereof by giving written notice to the Trustee, the Trustee's Agent, the Remarketing Agent, the Auction Agent, the Bank, the Bond Insurer and each of the Rating Agencies, which written notice shall be received by each such party not less than 20 days prior to the Adjustment Date with respect to the new Adjustment Period, specifying the Interest Mode or Modes in which such Series 2006A Second Lien Bonds shall operate during such Adjustment Period and the commencement date of such Adjustment Period and the identity of the provider of any Liquidity Facility with respect to a Sub-series if other than the Bank; provided, however, that (i) if such Adjustment Period is a Flexible Mode, the first day following each Rate Period therein shall be a Business Day, and (ii) not later than the 20th day prior to the Adjustment Date with respect to the new Adjustment Period, the Trustee must have received written evidence from each of the Rating Agencies then maintaining a rating with respect to the

Series 2006A Second Lien Bonds that the then current rating on the Series 2006A Second Lien Bonds will not be reduced or withdrawn due to the conversion of the Series 2006A Second Lien Bonds to the Flexible Mode unless the provisions of Section 5.7(a)(iii) apply. In addition, the Liquidity Facility must provide enough days of interest coverage after the Adjustment Date as may be required by any of the Rating Agencies to continue its rating, if any, unless no Liquidity Facility is required pursuant to Section 5.6 or Section 5.7 hereof.

(d) No later than 10:00 a.m., Chicago time, on an Adjustment Date which is the first day of a Flexible Mode, the Remarketing Agent shall give telephonic notice (confirmed by telecopy) to the City and the Trustee of (i) the initial Rate Period and initial Flexible Rate to be borne by each Series 2006A Second Lien Bond designated to operate in a Flexible Mode, and (ii) the Rate Change Date which immediately succeeds such initial Rate Period. No later than 10:00 a.m., Chicago time, on any Adjustment Date which is the first day of a Term Rate Mode, the Remarketing Agent shall give telephonic notice (confirmed by telecopy) to the City and the Trustee of (i) the initial Rate Period and initial Term Rate to be borne by each Series 2006A Second Lien Bond designated to operate in a Term Rate Mode, and (ii) the Rate Change Date which immediately succeeds such initial Rate Period. No later than 10:00 a.m., Chicago time, on the Rate Determination Date preceding an Adjustment Date which is the first day of a Weekly Mode, the Remarketing Agent shall give telephonic notice (confirmed by telecopy) to the City and the Trustee of the initial Weekly Rate to be borne by the Series 2006A Second Lien Bonds designated to operate in a Weekly Mode.

(e) Except with respect to (i) the ARS Rate, which shall be governed by the Auction Procedures as provided in Section 4.5, or (ii) the Term Rate, which shall be governed by the procedures as provided in Section 2.6(k), in the event the Remarketing Agent does not determine the interest rate applicable to the initial Rate Period during a new Interest Mode with respect to any Series 2006A Second Lien Bond as provided in Section 4.1(a) hereof, the immediately succeeding Interest Mode with respect to the Series 2006A Second Lien Bonds in the Interest Mode then ending shall be a Weekly Mode with a Weekly Rate established by the Remarketing Agent, or if the Remarketing Agent fails to set such Weekly Rate, such Weekly Rate shall be equal to the BMA Municipal Index.

(f) Upon receipt of notice from the City as provided in Section 4.1(c) hereof, the Trustee, at least 15 days prior to each succeeding Adjustment Date, shall give the immediate notice described in Section 3.5 hereof to each Owner of Series 2006A Second Lien Bonds thereby affected bearing interest at a Weekly Rate or an ARS Rate of the mandatory tender for purchase of the affected Series 2006A Second Lien Bonds on the Adjustment Date.

(g) Any designation pursuant to Section 4.1(a) of a subsequent Adjustment Period shall be subject to approval of the Initial Bond Insurer and be accompanied by (i) a written statement from the Remarketing Agent, addressed to the City, the Bank, the Bond Insurer and the Trustee, to the effect that the Remarketing Agent has determined that such change satisfies the standards provided in Section 4.1(a) hereof, or (ii) an approval in writing of such change by an Authorized Officer or an Opinion of Bond

Counsel to the effect that such approval is not required for the continued validity and enforceability of the Series 2006A Second Lien Bonds in accordance with their terms.

(h) During such time as a Liquidity Facility is required under Section 5.6 hereof, but subject to Section 5.7 hereof, no conversion of Interest Modes shall be effective unless the City has certified to the Trustee that the Liquidity Agreement in effect on and after such Interest Mode change permits requests to be made and funds to be made available at such times and in such amounts to the Trustee's Agent so the Trustee's Agent can comply with Section 3.5 hereof.

(i) No Series 2006A Second Lien Bonds may be converted to the Auction Mode unless such Series 2006A Second Lien Bonds are held by a securities depository in book-entry form.

(j) The City may create multiple Sub-series of Series 2006A Second Lien Bonds at any time Series 2006A Second Lien Bonds are subject to mandatory tender pursuant to Article III hereof.

Section 4.2 Designation of Substitute Adjustment Date. (a) The City may designate a Substitute Adjustment Date for any Bank Bonds (provided that such Bank Bonds shall continue to bear interest at the Bank Rate as long as they remain Bank Bonds), with Bond Insurer Approval and Bank Approval, on any Business Day. The Substitute Adjustment Date shall be the next succeeding Adjustment Date for such Series 2006A Second Lien Bonds for all purposes of this Indenture.

(b) The City shall evidence each such designation of a Substitute Adjustment Date by giving written notice to the Remarketing Agent, the Auction Agent, the Bank, the Bond Insurer and the Trustee, which written notice shall be received by the Remarketing Agent and the Trustee not less than one day prior to each such Substitute Adjustment Date for Bank Bonds, specifying the Interest Mode in which such Series 2006A Second Lien Bonds shall operate commencing with such Substitute Adjustment Date; provided, however, that clauses (i) and (ii) of the proviso of Section 4.1(b) hereof shall apply to the designation by the City of a Substitute Adjustment Date and the selection of the Rate Change Date or Dates applicable thereto. If the succeeding Adjustment Period is to be a Flexible Mode, the Remarketing Agent shall give telephonic notice (confirmed by telecopy) to the Trustee, no later than 10:00 a.m., Chicago time, on the Adjustment Date which is the first day of a Flexible Mode, of (i) the duration of the initial Rate Periods during such Flexible Mode and the initial Flexible Rates to be borne by the Series 2006A Second Lien Bonds designated to operate in a Flexible Mode during such Rate Periods, and (ii) the Rate Change Dates upon which such Rate Periods shall terminate. If the succeeding Adjustment Period is to be a Term Rate Mode, the Remarketing Agent shall give telephonic notice (confirmed by telecopy) to the City and the Trustee, no later than 10:00 a.m., Chicago time, on the Adjustment Date which is the first day of a Term Rate Mode, of (i) the duration of the initial Rate Periods during such Term Rate Mode and the initial Term Rates to be born by the Series 2006A Second Lien Bonds designated to operate in a Term Rate Mode during such Rate Periods and (ii) the Rate Change Dates upon which such Rate Periods shall terminate. If the succeeding Adjustment Period is to be a Weekly Mode, the

Remarketing Agent shall give telephonic notice (confirmed by telecopy) to the City and the Trustee, no later than 10:00 a.m., Chicago time, on the Business Day immediately preceding the Substitute Adjustment Date, specifying the interest rate which will be effective commencing on such Substitute Adjustment Date.

(c) If the City shall designate a Substitute Adjustment Date for any Series 2006A Second Lien Bonds, it shall cause to be delivered to the Trustee, the Remarketing Agent, the Auction Agent, the Bank and the Bond Insurer concurrently with the notice described in (b) above, and no such designation of a Substitute Adjustment Date shall take effect without an Opinion of Bond Counsel to the effect that the designation of such Substitute Adjustment Date (i) is authorized or permitted by this Indenture, (ii) will not have an adverse effect on the exclusion from gross income for federal income tax purposes of interest on the Series 2006A Second Lien Bonds, and (iii) will not have an adverse effect on the validity or enforceability of any such Series 2006A Second Lien Bond. The Substitute Adjustment Date shall not be effective unless prior to 10:00 a.m., Chicago time, on the Substitute Adjustment Date, the Trustee shall have received an Opinion of Bond Counsel, dated such Adjustment Date, reaffirming the conclusions of the opinion accompanying the notice delivered as above required.

(d) Any designation by the City pursuant to Section 4.2(a) of a Substitute Adjustment Date shall be accompanied by (i) a written statement from the Remarketing Agent, addressed to the City and the Trustee, to the effect that the Remarketing Agent has determined that such change satisfies the standards provided in Section 4.1(a) hereof, or (ii) an Opinion of Bond Counsel to the effect that such approval is not required for the continued validity and enforceability of the Series 2006A Second Lien Bonds in accordance with their terms.

Section 4.3 Authority for and Conditions to Conversion to Term Rate or Fixed Rate; Reductions in Liquidity Facility. (a) On any Rate Change Date during a Flexible Mode, on any Business Day during a Weekly Mode, or on the last Interest Payment Date during an Auction Rate Mode, the interest rate to be borne by all or any portion of the Series 2006A Second Lien Bonds in such Interest Mode may be converted to a Term Rate or a Fixed Rate, and such Series 2006A Second Lien Bonds so converted shall thereafter bear interest at such Term Rate or Fixed Rate until payment of the principal or redemption price thereof shall have been made or provided for in accordance with the provisions hereof, whether at the Maturity Date, upon redemption or otherwise, upon receipt by the Trustee of (i) a written direction from an Authorized Officer specifying a Term Rate Conversion Date or Fixed Rate Conversion Date, the principal amount of the Series 2006A Second Lien Bonds to be converted and the mandatory sinking fund requirements (determined by reference to, and consistent with, the schedule set forth in Section 3.10(b) hereof) applicable thereto, (ii) a firm underwriting or purchase contract from a recognized firm of bond underwriters or recognized institutional investors to underwrite or purchase all the Series 2006A Second Lien Bonds which are to be converted on such Term Rate Conversion Date or Fixed Rate Conversion Date at a price of 100 percent of the principal amount thereof, (iii) written consent of the Initial Bond Insurer if the Series 2006A Second Lien Bonds are to be converted to a Fixed Rate, and (iv) an Opinion of Bond Counsel addressed to the City, the Bond Insurer and the Trustee to the effect that such conversion (1) is authorized or

permitted by this Indenture, (2) will not have an adverse effect on the exclusion from gross income for federal income tax purposes of the interest on the Series 2006A Second Lien Bonds, and (3) will not have an adverse effect on the validity or enforceability of any Series 2006A Second Lien Bond, all of which direction, certificates, contract and opinion shall be received not less than 20 days prior to the Term Rate Conversion Date or Fixed Rate Conversion Date. The conversion of the interest rate borne by Series 2006A Second Lien Bonds pursuant to this Section shall not become effective unless prior to 10:00 a.m., Chicago time, on the Term Rate Conversion Date or Fixed Rate Conversion Date the Trustee shall have received an Opinion of Bond Counsel, dated the Term Rate Conversion Date or Fixed Rate Conversion Date, reaffirming the conclusions of the opinion accompanying the written direction of the City delivered as above required.

(b) The City agrees to offer for sale on reasonable and customary terms, all, but not less than all, of the Outstanding Series 2006A Second Lien Bonds at a Term Rate or Fixed Rate and thereby convert the Series 2006A Second Lien Bonds to a Term Rate or Fixed Rate (subject to compliance with each of the requirements of subsection (a) above), within 60 days after receipt by the City of the Initial Bond Insurer's written direction to do so, after the occurrence and continuance of a failure by the City to make payments on the Series 2006A Second Lien Bonds pursuant to Section 6.2 hereof.

(c) At least 15 days prior to the Term Rate Conversion Date or Fixed Rate Conversion Date, the Trustee shall give or cause the Remarketing Agent to give written notice of such election by the City to the Owners of all Series 2006A Second Lien Bonds (or all of a Sub-series, if applicable) to be converted bearing interest at a Flexible Rate, a Weekly Rate or an ARS Rate, which notice shall state (i) the Term Rate Conversion Date or Fixed Rate Conversion Date, and (ii) that the Series 2006A Second Lien Bonds shall be subject to mandatory purchase on the Term Rate Conversion Date or Fixed Rate Conversion Date. The Trustee shall give written notice by first class mail to the Remarketing Agent, the Bond Insurer and the Bank of the foregoing information.

(d) The City shall deliver replacement Series 2006A Second Lien Bonds bearing the Term Rate or Fixed Rate for converted Series 2006A Second Lien Bonds surrendered or deemed surrendered by the Owner thereof. Any such replacement Series 2006A Second Lien Bonds shall be executed and authenticated as provided in Section 2.8 hereof; provided, however, that, unless the form of the Series 2006A Second Lien Bonds is revised pursuant to this Indenture, the Trustee shall affix a legend on the face of each Series 2006A Second Lien Bond authenticated on or after the Term Rate Conversion Date or Fixed Rate Conversion Date therefor in substantially the following form:

This Series 2006A Second Lien Bond bears interest at the Term Rate or Fixed Rate, as applicable, as defined in this Series 2006A Second Lien Bond, of _____ percent per annum from and after _____. This Series 2006A Second Lien Bond is neither (i) subject to optional or mandatory tender for purchase nor (ii) secured by a Liquidity Facility. This Series 2006A Second Lien Bond matures on _____.

(e) From the date notice of the proposed establishment of a Term Rate or Fixed Rate with respect to any Series 2006A Second Lien Bond is received by the Trustee as provided in subsection (a) of this Section 4.3 through the Term Rate Conversion Date or Fixed Rate Conversion Date therefor, such Series 2006A Second Lien Bond shall not be remarketed by the Remarketing Agent except to a buyer who is notified in writing of the mandatory purchase of such Series 2006A Second Lien Bond on such Term Rate Conversion Date or Fixed Rate Conversion Date.

(f) After the Term Rate Conversion Date or Fixed Rate Conversion Date for any Series 2006A Second Lien Bonds, interest on such Series 2006A Second Lien Bonds shall be payable semiannually on each January 1 and July 1 until all of such Series 2006A Second Lien Bonds shall have been paid or payment shall have been duly provided for. The interest payable on the January 1 or July 1, as the case may be, next following the Term Rate Conversion Date or Fixed Rate Conversion Date for such Series 2006A Second Lien Bonds shall be for the period, which may be less than six months, commencing on such Fixed Rate Conversion Date until such January 1 or July 1. The determination of the Fixed Rate for any Series 2006A Second Lien Bonds shall be conclusive and binding upon the Owners of such Series 2006A Second Lien Bonds, the City, the Bond Insurer and the Trustee.

(g) If the conversion of the interest rate on any Series 2006A Second Lien Bond does not occur for any reason, including in the event that any condition precedent to the conversion shall not occur, such Series 2006A Second Lien Bonds shall bear interest from and after the proposed Term Rate Conversion Date or Fixed Rate Conversion Date in the same Interest Mode as the Interest Mode applicable to such Series 2006A Second Lien Bond prior to the proposed Term Rate Conversion Date or Fixed Rate Conversion Date, at the interest rate calculated in the manner set forth in Section 2.6 hereof for such Interest Mode.

(h) No Liquidity Facility is required for Series 2006A Second Lien Bonds bearing interest at a Fixed Rate or an ARS Rate, so the amount of the Liquidity Facility, if any, may be (i) permanently reduced on or after the Fixed Rate Conversion Date with respect to Series 2006A Second Lien Bonds bearing interest at the Fixed Rate and (ii) reduced, subject to Sections 5.6 and 5.7 hereof with respect to subsequent conversions to a Short Mode or Term Rate Mode and with respect to Series 2006A Second Lien Bonds bearing interest at an ARS Rate, as provided in the Liquidity Agreement.

Section 4.4 Selection of Series 2006A Second Lien Bonds for Mandatory Redemption Upon Conversion to Fixed Rate. Not later than 20 days prior to a proposed Term Rate Conversion Date or Fixed Rate Conversion Date, the City may direct the Trustee in writing to select in advance of the dates on which the Trustee would otherwise do so the Series 2006A Second Lien Bonds to be redeemed prior to maturity pursuant to Section 3.10(b) hereof on each subsequent mandatory redemption date specified in such direction. Thereafter, but not later than 10 days prior to the effective date of such conversion, the Trustee (or, at the Trustee's request, the Trustee's Agent) shall:

(a) Assign a distinctive number (a "Tentative Serial Bond Number") to each \$5,000 in principal amount of the Series 2006A Second Lien Bonds then Outstanding;

(b) Treating each Tentative Serial Bond Number as a separate Series 2006A Second Lien Bond, select by lot in such manner as the Trustee deems appropriate and fair the particular Series 2006A Second Lien Bonds to be redeemed on each subsequent mandatory redemption date specified in the City's direction, in such manner that the aggregate principal amount of Series 2006A Second Lien Bonds required by Section 3.10(b) hereof to be redeemed on each such date shall be so redeemed;

(c) Assign to each Series 2006A Second Lien Bond selected to be redeemed prior to maturity a distinctive number (a "*Permanent Serial Bond Number*") corresponding to its Tentative Serial Bond Number, whereupon the Tentative Serial Bond Numbers previously assigned to all such Series 2006A Second Lien Bonds and to any Series 2006A Second Lien Bonds not so selected shall lapse and shall no longer be effective; and

(d) Provide the City, the Remarketing Agent and the Auction Agent with copies of a list of all Permanent Serial Bond Numbers assigned to the Series 2006A Second Lien Bonds and the date on which each Series 2006A Second Lien Bond bearing a Permanent Serial Bond Number is scheduled to be redeemed prior to its stated maturity.

The Trustee shall cause to be noted on each Series 2006A Second Lien Bond thereafter authenticated the Permanent Serial Bond Number or Numbers, if any, assigned to such Series 2006A Second Lien Bond and the date on which the Series 2006A Second Lien Bond or a portion thereof in the principal amount of \$5,000 bearing such Permanent Serial Bond number is scheduled to be redeemed. In addition, the Trustee shall apply for and, if available, cause to be printed on each Series 2006A Second Lien Bond scheduled to be redeemed on a particular date pursuant to the preceding provisions of this Section a separate CUSIP number that, either on its face or by reference to an index or directory or otherwise, identifies the date on which such Series 2006A Second Lien Bond is scheduled to be redeemed prior to its stated Maturity Date.

Solely for the purpose of selecting the Series 2006A Second Lien Bonds for redemption prior to maturity, whether at the option of the City pursuant to Section 3.10(a) hereof, by operation of Section 3.10(b) hereof, or otherwise, all of the Series 2006A Second Lien Bonds scheduled to be redeemed on a particular date pursuant to the preceding provisions of this Section shall be deemed to mature on that date; provided that only payments on the Series 2006A Second Lien Bonds scheduled to be redeemed pursuant to the requirements of Section 3.10(b) shall be covered by the Bond Insurance Policy on such date.

If any condition to the conversion of the Series 2006A Second Lien Bonds to a Term Rate Mode or a Fixed Mode shall not have been satisfied as of the Term Rate Conversion Date or the Fixed Rate Conversion Date, as applicable, the mandatory redemption dates determined pursuant to this Section 4.4 shall be of no force and effect.

Section 4.5 Auction Procedures.

(a) *General.* During any Auction Period, the ARS Bonds shall bear interest at the ARS Rate determined as set forth in this Section 4.5. Unless otherwise provided herein, the provisions of this Section 4.5 shall apply separately to each Sub-series of ARS Bonds.

(b) *Changes in Auction Period.*

(i) During any ARS Rate Period, the City with the consent of the Initial Bond Insurer or, in the event of a failure by the City to make payments pursuant to Section 6.2 hereof, the Initial Bond Insurer may from time to time on any Interest Payment Date, change the length of the Auction Period with respect to any of the ARS Bonds among seven days, 28 days, 35 days, three months, six months and a Special Auction Period. The City shall initiate the change in the length of the Auction Period by giving written notice to the Trustee, the Bond Insurer, the Auction Agent, the Broker-Dealers and DTC that the Auction Period for the ARS Bonds specified in such notice shall change if the conditions described herein are satisfied and the proposed effective date of the change, at least 10 Business Days prior to the Auction Date for such Auction Period; except that in the case of a change from a Special Auction Period of 92 or more days, the date of such change shall be the Interest Payment Date immediately following the last day of such Special Auction Period.

(ii) The change in length of the Auction Period shall take effect only if Sufficient Clearing Bids exist at the Auction on the Auction Date for such first Auction Period. For purposes of the Auction for the first Auction Period only, each Existing Owner shall be deemed to have submitted Sell Orders with respect to all of its ARS Bonds for which there is to be a change in the length of the Auction Period except to the extent such Existing Owner submits an Order with respect to such ARS Bonds. If the condition referred to above is not met, the ARS Rate for the next Auction Period shall be the Maximum ARS Rate and the Auction Period shall be a seven-day Auction Period.

(iii) On the conversion date for ARS Bonds from one Auction Period to another, any ARS Bonds which are not the subject of a specific Hold Order or Bid shall be deemed to be subject to a Sell Order.

(c) *Changes in Auction Date.*

During any ARS Rate Period, the Auction Agent, with the written consent of the City, may specify an Auction Date for ARS Bonds other than the Auction Date that would otherwise be determined in accordance with the definition of "Auction Date." The Auction Agent shall provide notice of its determination to specify an earlier Auction Date for an Auction Period by means of a written notice delivered at least 45 days prior to the proposed changed Auction Date to the Trustee, the City, the Bond Insurer, the Broker-Dealers and DTC.

(d) *Orders by Existing Owners and Potential Owners.*

(i) Prior to the Submission Deadline on each Auction Date during an Auction Period:

(a) each Existing Owner may submit to a Broker-Dealer, in writing or by such other method as shall be reasonably acceptable to such Broker-Dealer, information as to:

(x) the principal amount of the ARS Bonds, if any, held by such Existing Owner which such Existing Owner irrevocably commits to continue to hold for the next succeeding Auction Period without regard to the rate determined by the Auction Procedures for such Auction Period;

(y) the principal amount of the ARS Bonds, if any, held by such Existing Owner which such Existing Owner irrevocably commits to continue to hold for the next succeeding Auction Period if the rate determined by the Auction Procedures for such Auction Period shall not be less than the rate per annum then specified by such Existing Owner (and which such Existing Owner irrevocably offers to sell on the next succeeding Interest Payment Date if the rate determined by the Auction Procedures for the next succeeding Auction Period shall be less than the rate per annum then specified by such Existing Owner); and/or

(z) the principal amount of the ARS Bonds, if any, held by such Existing Owner which such Existing Owner irrevocably offers to sell on the next succeeding Interest Payment Date without regard to the rate determined by the Auction Procedures for the next succeeding Auction Period; and

(b) for the purpose of implementing the Auctions and thereby to achieve the lowest possible interest rate on the ARS Bonds, the Broker-Dealers shall contact Potential Owners, including Persons that are Existing Owners, to determine the principal amount of the ARS Bonds, if any, which each such Potential Owner irrevocably offers to purchase if the rate determined by the Auction Procedures for the next succeeding Auction Period is not less than the rate per annum then specified by such Potential Owner.

For the purposes hereof, an Order containing the information referred to in clause (a)(x) above is herein referred to as a "Hold Order," an Order containing the information referred to in clause (a)(y) or (b) above is herein referred to as a "Bid," and an Order containing the information referred to in clause (a)(z) above is herein referred to as a "Sell Order."

(ii) (a) A Bid by an Existing Owner shall constitute an irrevocable offer to sell:

(x) the principal amount of the ARS Bonds specified in such Bid if the rate determined by the Auction Procedures on such Auction Date shall be less than the rate specified therein; or

(y) such principal amount or a lesser principal amount of the ARS Bonds to be determined as provided in subsection 4.5(g)(i)(e) if the rate determined by the Auction

Procedures on such Auction Date shall be equal to such specified rate; or

(z) a lesser principal amount of the ARS Bonds to be determined as provided in subsection 4.5(g)(ii)(d) if such specified rate shall be higher than the Maximum ARS Rate and Sufficient Clearing Bids do not exist.

(b) A Sell Order by an Existing Owner shall constitute an irrevocable offer to sell:

(y) the principal amount of the ARS Bonds specified in such Sell Order; or

(z) such principal amount or a lesser principal amount of the ARS Bonds as determined in subsection 4.5(g)(ii)(d) if Sufficient Clearing Bids do not exist.

(c) A Bid by a Potential Owner shall constitute an irrevocable offer to purchase:

(y) the principal amount of the ARS Bonds specified in such Bid if the rate determined by the Auction Procedures on such Auction Date shall be higher than the rate specified therein; or

(z) such principal amount or a lesser principal amount of the ARS Bonds as determined in subsection 4.5(g)(i)(f) if the rate determined by the Auction Procedures on such Auction Date shall be equal to such specified rate.

(iii) Anything herein to the contrary notwithstanding:

(a) for purposes of any Auction, any Order which specifies the ARS Bonds to be held, purchased or sold in a principal amount which is not equal to the Authorized Denomination for ARS Bonds or an integral multiple thereof shall be rounded down to the nearest amount that is equal to the Authorized Denomination for ARS Bonds, and the Auction Agent shall conduct the Auction Procedures as if such Order had been submitted in such lower amount;

(b) for purposes of any Auction, any portion of an Order of an Existing Owner which relates to the ARS Bond which has been called for redemption on or prior to the Interest Payment Date next succeeding such Auction shall be invalid with respect to such portion and the Auction Agent shall conduct the Auction Procedures as if such portion of such Order had not been submitted;

(c) for purposes of any Auction, no portion of the ARS Bond which has been called for redemption on or prior to the Interest Payment Date next succeeding such Auction shall be included in the calculation of Available Bonds for such Auction; and

(d) the Auction Procedures shall be suspended during the period commencing on the date of the Auction Agent's receipt of notice from the Trustee or the City of the occurrence or failure by the City to pay debt service on the Series 2006A Second Lien Bonds pursuant to Section 6.2 hereof and the failure by the Bond Insurer to pay amounts due under the Bond Insurance Policy (a "Payment Default") in respect thereof but shall resume two Business Days after the date on which the Auction Agent receives notice from the Trustee that such failure has been cured, with the next Auction to occur on the next regularly scheduled Auction Date occurring thereafter. The ARS Rate for the Auction Period during which a Payment Default shall have occurred and each Auction Period thereafter commencing prior to two Business Days after the date on which such Payment Default shall have ceased to continue, shall be the Default Auction Rate for such Auction Period.

(e) *Submission of Orders by Broker-Dealers to Auction Agent.*

(i) Each Broker-Dealer shall submit to the Auction Agent in writing or by such other method as shall be reasonably acceptable to the Auction Agent, including such electronic communication acceptable to the parties, prior to the Submission Deadline on each Auction Date, all Orders obtained by such Broker-Dealer and, if requested, specifying with respect to each Order:

(a) the aggregate principal amount of the ARS Bonds, if any, that are the subject of such Order;

(b) to the extent that such Bidder is an Existing Owner:

(x) the principal amount of the ARS Bonds, if any, subject to any Hold Order placed by such Existing Owner;

(y) the principal amount of the ARS Bonds, if any, subject to any Bid placed by such Existing Owner and the rate specified in such Bid; and

(z) the principal amount of the ARS Bonds, if any, subject to any Sell Order placed by such Existing Owner;

(c) to the extent such Bidder is a Potential Owner, the rate specified in such Bid.

(ii) If any rate specified in any Bid contains more than three figures to the right of the decimal point, the Auction Agent shall round such rate up to the next highest one thousandth of one percent (0.001%).

(iii) If an Order or Orders covering all of the ARS Bonds held by an Existing Owner is not submitted to the Auction Agent prior to the Submission Deadline, the Auction Agent shall deem a Hold Order to have been submitted on behalf of such Existing Owner covering the principal amount of the ARS Bonds held by such Existing Owner and not subject to Orders submitted to the Auction Agent; but that if there is a conversion from one Auction Period to another Auction Period and Orders have not been submitted to the Auction Agent prior to the Submission Deadline covering the aggregate principal amount of the ARS Bonds to be converted held by such Existing Owner, the Auction Agent shall deem a Sell Order to have been submitted on behalf of such Existing Owner covering the principal amount of ARS Bonds to be converted held by such Existing Owner not subject to Orders submitted to the Auction Agent.

(iv) If one or more Orders covering in the aggregate more than the principal amount of Outstanding ARS Bonds held by any Existing Owner are submitted to the Auction Agent, such Orders shall be considered valid as follows:

(a) all Hold Orders shall be considered Hold Orders, but only up to and including in the aggregate the principal amount of the ARS Bonds held by such Existing Owner;

(b) (w) any Bid of an Existing Owner shall be considered valid as a Bid of an Existing Owner up to and including the excess of the principal amount of the ARS Bonds held by such Existing Owner over the principal amount of the ARS Bonds subject to Hold Orders referred to in paragraph (a) above;

(x) subject to clause (w) above, all Bids of an Existing Owner with the same rate shall be aggregated and considered a single Bid of an Existing Owner up to and including the excess of the principal amount of the ARS Bonds held by such Existing Owner over the principal amount of the ARS Bonds held by such Existing Owner subject to Hold Orders referred to in paragraph (i) above;

(y) subject to clause (w) above, if more than one Bid with different rates is submitted on behalf of such Existing Owner, such Bids shall be considered Bids of an Existing Owner in the ascending order of their respective rates up to the amount of the excess of the principal amount of the ARS Bonds held by such Existing Owner over the principal amount of the ARS Bonds held by such Existing Owner subject to Hold Orders referred to in paragraph (a) above; and

(z) the principal amount, if any, of such ARS Bonds of such Sub-series subject to Bids not considered to be Bids of an Existing Owner under this paragraph (b) shall be treated as the subject of a Bid by a Potential Owner;

(c) all Sell Orders shall be considered Sell Orders, but only up to and including a principal amount of the ARS Bonds equal to the excess of the principal amount of the ARS Bonds held by such Existing Owner over the sum of the principal amount of the ARS Bonds considered to be subject to Hold Orders pursuant to paragraph (a) above and the principal amount of ARS Bonds considered to be subject to Bids of such Existing Owner pursuant to paragraph (b) above.

(v) If more than one Bid is submitted on behalf of any Potential Owner, each Bid submitted with the same rate shall be aggregated and considered a single Bid and each Bid submitted with a different rate shall be considered a separate Bid with the rate and the principal amount of ARS Bonds specified therein.

(vi) Neither the City, the Trustee nor the Auction Agent shall be responsible for the failure of any Broker-Dealer to submit an Order to the Auction Agent on behalf of any Existing Owner or Potential Owner.

(vii) Any Bid submitted by an Existing Owner or a Potential Owner specifying a rate lower than the Minimum ARS Rate, if any, shall be treated as a Bid specifying the Minimum ARS Rate.

(f) *Determination of ARS Rate.*

(i) Not later than 9:30 a.m., New York City time, on each Auction Date for each Sub-series of ARS Bonds, the Auction Agent shall advise the Broker-Dealers and the Trustee by telephone or other electronic communication acceptable to the parties of the Minimum ARS Rate, the Maximum ARS Rate and the ARS Index for the ARS Bonds.

(ii) Promptly after the Submission Deadline on each Auction Date for each Sub-series of ARS Bonds, the Auction Agent shall assemble all Orders submitted or deemed submitted to it by the Broker-Dealers (each such Order as submitted or deemed submitted by a Broker-Dealer being hereinafter referred to as a "Submitted Hold Order," a "Submitted Bid" or a "Submitted Sell Order," as the case may be, and collectively as a "Submitted Order") and shall determine (i) the Available Bonds, (ii) whether there are Sufficient Clearing Bids, and if so, the Winning Bid Rate, and (iii) the Auction Rate.

(iii) Promptly after the Auction Agent has made the determinations pursuant to subsection (ii) above, the Auction Agent shall advise the Trustee by telephone (promptly confirmed in writing), telex or facsimile transmission or other electronic communication acceptable to the parties of the Auction Rate for

the next succeeding Auction Period and the Trustee shall promptly notify DTC of such Auction Rate.

(iv) In the event the Auction Agent fails to calculate, or for any reason fails to timely provide, the Auction Rate for any Auction Period, the Auction Rate for such Auction Period shall be the No Auction Rate; but if the Auction Procedures are suspended pursuant to subsection 4.5(d)(iii)(d), the ARS Rate for the next succeeding Auction Period (and each succeeding Auction Period thereafter until the Auction Procedures are resumed in accordance with said subsection) shall be the Default Auction Rate.

(v) In the event that all of the conditions for a change in the Interest Mode applicable to the ARS Bonds from an Auction Rate Mode to any other Interest Mode have not been met or in the event of a failure to change the length of the current Auction Period due to the lack of Sufficient Clearing Bids at the Auction on the Auction Date for the first new Auction Period, the ARS Rates for the next Auction Period shall be the Maximum ARS Rate and the Auction Period shall be a seven-day Auction Period.

(vi) If the ARS Bonds are no longer maintained in book-entry form by DTC, then the ARS Rates for the subsequent Auction Period shall be the Maximum ARS Rate and such Auction Period shall be for seven days, and the City shall convert the ARS Bonds from the Auction Rate Mode to another Interest Mode as soon as practicable.

(g) *Allocation of ARS Bonds.*

(i) In the event of Sufficient Clearing Bids for a Sub-series of ARS Bonds, subject to the further provisions of subsections (iii) and (iv) below, Submitted Orders for such Bonds shall be accepted or rejected as follows in the following order of priority:

(a) the Submitted Hold Order of each Existing Owner shall be accepted, thus requiring each such Existing Owner to continue to hold the ARS Bonds that are the subject of such Submitted Hold Order;

(b) the Submitted Sell Order of each Existing Owner shall be accepted and the Submitted Bid of each Existing Owner specifying any rate that is higher than the Winning Bid Rate shall be rejected, thus requiring each such Existing Owner to sell the ARS Bonds that are the subject of such Submitted Sell Order or Submitted Bid;

(c) the Submitted Bid of each Existing Owner specifying any rate that is lower than the Winning Bid Rate shall be accepted, thus requiring each such Existing Owner to continue to hold the ARS Bonds that are the subject of such Submitted Bid;

(d) the Submitted Bid of each Potential Owner specifying any rate that is lower than the Winning Bid Rate shall be accepted, thus requiring each such Potential Owner to purchase the ARS Bonds that are the subject of such Submitted Bid;

(e) the Submitted Bid of each Existing Owner specifying a rate that is equal to the Winning Bid Rate shall be accepted, thus requiring each such Existing Owner to continue to hold the ARS Bonds that are the subject of such Submitted Bid, but only up to and including the principal amount of ARS Bonds obtained by multiplying (A) the aggregate principal amount of Outstanding ARS Bonds which are not the subject of Submitted Hold Orders described in paragraph (a) above or of Submitted Bids described in paragraph (c) or (d) above by (B) a fraction the numerator of which shall be the principal amount of Outstanding ARS Bonds held by such Existing Owner subject to such Submitted Bid and the denominator of which shall be the aggregate principal amount of Outstanding ARS Bonds subject to such Submitted Bids made by all such Existing Owners that specified a rate equal to the Winning Bid Rate, and the remainder, if any, of such Submitted Bid shall be rejected, thus requiring each such Existing Owner to sell any excess amount of ARS Bonds;

(f) the Submitted Bid of each Potential Owner specifying a rate that is equal to the Winning Bid Rate shall be accepted, thus requiring each such Potential Owner to purchase the ARS Bonds that are the subject of such Submitted Bid, but only in an amount equal to the principal amount of ARS Bonds obtained by multiplying (A) the aggregate principal amount of Outstanding ARS Bonds which are not the subject of Submitted Hold Orders described in paragraph (a) above or of Submitted Bids described in paragraphs (c), (d) or (e) above by (B) a fraction the numerator of which shall be the principal amount of Outstanding ARS Bonds subject to such Submitted Bid and the denominator of which shall be the sum of the aggregate principal amount of Outstanding ARS Bonds subject to such Submitted Bids made by all such Potential Owners that specified a rate equal to the Winning Bid Rate, and the remainder of such Submitted Bid shall be rejected; and

(g) the Submitted Bid of each Potential Owner specifying any rate that is higher than the Winning Bid Rate shall be rejected.

(ii) In the event there are not Sufficient Clearing Bids for ARS Bonds, subject to the further provisions of subsections (iii) and (iv) below, Submitted Orders for ARS Bonds shall be accepted or rejected as follows in the following order of priority:

(a) the Submitted Hold Order of each Existing Owner shall be accepted, thus requiring each such Existing Owner to continue to hold the ARS Bonds that are the subject of such Submitted Hold Order;

(b) the Submitted Bid of each Existing Owner specifying any rate that is not higher than the Maximum ARS Rate, shall be accepted, thus requiring each such Existing Owner to continue to hold the ARS Bonds that are the subject of such Submitted Bid;

(c) the Submitted Bid of each Potential Owner specifying any rate that is not higher than the Maximum ARS Rate, shall be accepted, thus requiring each such Potential Owner to purchase the ARS Bonds that are the subject of such Submitted Bid;

(d) the Submitted Sell Orders of each Existing Owner shall be accepted as Submitted Sell Orders and the Submitted Bids of each Existing Owner specifying any rate that is higher than the Maximum ARS Rate, shall be deemed to be and shall be accepted as Submitted Sell Orders, in both cases only up to and including the principal amount of ARS Bonds obtained by multiplying (A) the aggregate principal amount of ARS Bonds subject to Submitted Bids described in paragraph (c) of this subsection (ii) by (B) a fraction the numerator of which shall be the principal amount of Outstanding ARS Bonds held by such Existing Owner subject to such Submitted Sell Order or such Submitted Bid deemed to be a Submitted Sell Order and the denominator of which shall be the principal amount of Outstanding ARS Bonds subject to all such Submitted Sell Orders and such Submitted Bids deemed to be Submitted Sell Orders, and the remainder of each such Submitted Sell Order or Submitted Bid shall be deemed to be and shall be accepted as a Hold Order and each such Existing Owner shall be required to continue to hold such excess amount of the ARS Bonds; and

(e) the Submitted Bid of each Potential Owner specifying any rate that is higher than the Maximum ARS Rate shall be rejected.

(iii) If, as a result of the procedures described in subsection (i) or (ii) above, any Existing Owner or Potential Owner would be required to purchase or sell an aggregate principal amount of the ARS Bonds which is not an integral multiple of the Authorized Denomination for ARS Bonds on any Auction Date, the applicable Broker-Dealer shall by lot, in such manner as it shall determine in its sole discretion, round up or down the principal amount of the ARS Bonds to be purchased or sold by any Existing Owner or Potential Owner on such Auction Date so that the aggregate principal amount of the ARS Bonds purchased or sold by each Existing Owner or Potential Owner on such Auction Date shall be an Authorized Denomination, even if such allocation results in one or more of such Existing Owners or Potential Owners not purchasing or selling any ARS Bonds on such Auction Date.

(iv) If, as a result of the procedures described in subsection (i) above, any Potential Owner would be required to purchase a principal amount of ARS Bonds that is less than the Authorized Denomination for ARS Bonds on any Auction Date, the applicable Broker-Dealer shall by lot, in such manner as it shall

determine in its sole discretion, allocate such ARS Bonds for purchase among Potential Owners so that the principal amount of ARS Bonds purchased on such Auction Date by any Potential Owner shall be an Authorized Denomination, even if such allocation results in one or more of such Potential Owners not purchasing such ARS Bonds on such Auction Date.

(h) *Notice of ARS Rate.*

(i) On each Auction Date, the Auction Agent shall notify by telephone or other telecommunication device or other electronic communication acceptable to the parties or in writing each Broker-Dealer that participated in the Auction held on such Auction Date of the following with respect to ARS Bonds for which an Auction was held on such Auction Date:

(a) the ARS Rate determined on such Auction Date for the succeeding Auction Period;

(b) whether Sufficient Clearing Bids existed for the determination of the Winning Bid Rate;

(c) if such Broker-Dealer submitted a Bid or a Sell Order on behalf of an Existing Owner, whether such Bid or Sell Order was accepted or rejected and the principal amount of the ARS Bonds, if any, to be sold by such Existing Owner;

(d) if such Broker-Dealer submitted a Bid on behalf of a Potential Owner, whether such Bid was accepted or rejected and the principal amount of the ARS Bonds, if any, to be purchased by such Potential Owner;

(e) if the aggregate principal amount of the ARS Bonds to be sold by all Existing Owners on whose behalf such Broker-Dealer submitted Bids or Sell Orders is different from the aggregate principal amount of the ARS Bonds to be purchased by all Potential Owners on whose behalf such Broker-Dealer submitted a Bid, the name or names of one or more Broker-Dealers (and the Agent Member, if any, of each such other Broker-Dealer) and the principal amount of the ARS Bonds to be (A) purchased from one or more Existing Owners on whose behalf such other Broker-Dealers submitted Bids or Sell Orders or (B) sold to one or more Potential Owners on whose behalf such Broker-Dealer submitted Bids; and

(f) the immediately succeeding Auction Date.

(ii) On each Auction Date, with respect to each Sub-series of ARS Bonds for which an Auction was held on such Auction Date, each Broker-Dealer that submitted an Order on behalf of any Existing Owner or Potential Owner shall: (i) advise each Existing Owner and Potential Owner on whose behalf such

Broker-Dealer submitted an Order as to (A) the ARS Rates determined on such Auction Date, (B) whether any Bid or Sell Order submitted on behalf of each such Owner was accepted or rejected and (C) the immediately succeeding Auction Date; (ii) instruct each Potential Owner on whose behalf such Broker-Dealer submitted a Bid that was accepted, in whole or in part, to instruct such Existing Owner's Agent Member to pay to such Broker-Dealer (or its Agent Member) through DTC the amount necessary to purchase the principal amount of such ARS Bonds to be purchased pursuant to such Bid against receipt of such ARS Bonds; and (iii) instruct each Existing Owner on whose behalf such Broker-Dealer submitted a Sell Order that was accepted or a Bid that was rejected, in whole or in part, to instruct such Existing Owner's Agent Member to deliver to such Broker-Dealer (or its Agent Member) through DTC the principal amount of such Bonds to be sold pursuant to such Bid or Sell Order against payment therefor.

(i) *ARS Index.*

(i) The ARS Index on any Auction Date with respect to the ARS Bonds in any Auction Period of 35 days or less shall be the greater of (a) the Thirty-Day "AA" Composite Non-Financial Commercial Paper Rate (defined below) on such date or (b) one month LIBOR, if any, on such date. The ARS Index with respect to the ARS Bonds in any Auction Period greater than 35 days shall be the greater rate of (a) the rate on United States Treasury Securities having a maturity which most closely approximates the length of the Auction Period, as last published in The Bond Buyer, or (b) LIBOR, if any, which most closely approximates the length of the Auction Period on such Auction Date. If either rate is unavailable, the ARS Index shall be an index or rate agreed to by all Broker-Dealers and consented to by the City and the Bond Insurer.

"Thirty-Day "AA" Composite Non-Financial Commercial Paper Rate" on any date of determination, means the interest equivalent of the thirty-day rate on commercial paper placed on behalf of non-financial issuers whose corporate bonds are rated "AA" by S&P, or the equivalent of such rating by S&P, as made available on a discount basis or otherwise by the Federal Reserve Bank of New York for the Business Day immediately preceding such date of determination, or if the Federal Reserve Bank of New York does not make available any such rate, then the arithmetic average of such rates, as quoted on a discount basis or otherwise, by Lehman Commercial Paper Inc. and Merrill Lynch, Pierce, Fenner & Smith Incorporated or, in lieu of any thereof, their respective affiliates or successors which are commercial paper dealers (the "Commercial Paper Dealers"), to the Auction Agent before the close of business on the Business Day immediately preceding such date of determination.

For purposes of the definitions of Thirty-Day "AA" Composite Non-Financial Commercial Paper Rate, the "interest equivalent" means the equivalent yield on a 360-day basis of a discount-basis security to an interest-bearing security. If any Commercial Paper Dealer does not quote a commercial paper rate required to determine the Thirty-Day "AA" Composite Non-Financial Commercial Paper Rate, the Thirty-Day "AA" Composite Non-Financial

Commercial Paper Rate shall be determined on the basis of the quotation or quotations furnished by the remaining Commercial Paper Dealer and any substitute commercial paper dealer not included within the definition of Commercial Paper Dealer above, which may be Goldman, Sachs & Co., Morgan Stanley & Co. Incorporated or Citigroup Global Markets Inc. or their respective affiliates or successors which are commercial paper dealers (a "Substitute Commercial Paper Dealer") selected by the City (who shall be under no liability for such selection) to provide such commercial paper rate or rates not being supplied by any Commercial Paper Dealer or Commercial Paper Dealers, as the case may be, or if the City does not select any such Substitute Commercial Paper Dealer or Substitute Commercial Paper Dealers, by the remaining Commercial Paper Dealer or Commercial Paper Dealers.

(ii) If for any reason on any Auction Date the ARS Index shall not be determined as hereinabove provided in this Section, the ARS Index shall be the ARS Index for the Auction Period ending on such Auction Date.

(iii) The determination of the ARS Index as provided herein shall be conclusive and binding upon the City, the Trustee, the Broker-Dealers, the Auction Agent and the Owners of the Bonds.

(j) *Conversions from ARS Rate Periods.* Subject to Sections 4.1 and 4.2 hereof, at the option of the City, but only with the consent of the Initial Bond Insurer, all or any portion of any Sub-series of ARS Bonds may be converted from an Auction Rate Mode to a Weekly Mode, Flexible Mode, Term Rate Mode or Fixed Mode, provided that after any partial conversion there are no less than \$10,000,000 of any series or Sub-series of ARS Bonds outstanding, bearing interest at an ARS Rate, unless consented to by all Broker-Dealers, as follows:

(i) If any of the ARS Bonds are in an Auction Period, the Adjustment Date to a Weekly Rate or a Flexible Rate will be the second regularly scheduled Interest Payment Date following the final Auction Date; provided, however, that in the case of a Special Auction Period, the Adjustment Date to a Weekly Rate or a Flexible Rate shall be the Interest Payment Date immediately following the last day of the Special Auction Period.

(ii) The City will give written notice of any such conversion to the Bond Insurer, the Trustee, the Auction Agent, the Remarketing Agent, if any, and each Broker-Dealer not less than five Business Days prior to the date on which the Trustee is required to notify the Owners of the conversion pursuant to Section 4.1(f) hereof. Such notice shall be delivered in accordance with Section 4.1(c) hereof. Together with such notice, the City will file with the Bond Insurer and the Trustee an Opinion of Bond Counsel to the effect that the conversion of the ARS Bonds to a Weekly Mode or a Flexible Mode, including the assignment of Maturity Dates and sinking fund payment dates, will not adversely affect the validity of the ARS Bonds or any exemption from federal income taxation to which interest on the ARS Bonds would otherwise be entitled. No change to a Weekly Mode or a Flexible Mode will become effective unless the

City will also file with, the Bond Insurer and the Trustee, such an opinion dated the applicable Adjustment Date.

(iii) If on an Adjustment Date from the Auction Rate Mode, any condition precedent to such conversion required under the Indenture is not satisfied, the Trustee will give written notice by first class mail postage prepaid as soon as practicable and in any event not later than the next succeeding Business Day to the ARS Owners, the City and the Bond Insurer that such conversion has not occurred, that the ARS Bonds will not be purchased on the failed Adjustment Date, that the Auction Agent will continue to implement the Auction Procedures on the Auction Dates with respect to the ARS Bonds which otherwise would have been converted excluding however, the Auction Date falling on the Business Day next preceding the failed Adjustment Date, and that the interest rate will continue to be the ARS Rate; provided, however, that the interest rate borne by the ARS Bonds during the Auction Period commencing on such failed Adjustment Date will be the Maximum ARS Rate and the Auction Period will be the seven-day Auction Period.

(iv) All or a portion of the ARS Bonds may be converted to a Fixed Mode pursuant to Section 4.3 hereof.

(v) If a Statutory Maximum Rate Failed Auction shall occur and each Auction held during the succeeding 90 days shall also be a Statutory Maximum Rate Failed Auction (a "*Conversion Trigger Event*"), the City covenants thereafter to use all reasonable efforts to convert the interest rate on the Bonds to another Interest Mode in accordance with the foregoing provisions of this subsection 4.5(j), to the extent such conversion can be accomplished in accordance with the laws of the State (including the Statutory Maximum Rate) on reasonable and customary terms; provided, however, that any such conversion shall be subject to the City obtaining, if necessary, a Liquidity Facility approved by the Initial Bond Insurer having reasonable and customary terms and provisions. On each Auction Date following a Conversion Trigger Event and prior to the conversion of interest rate on the Bonds to another the Interest Mode as provided herein, the Auction Agent shall continue to conduct Auctions in accordance with the Auction Procedures. If any Auction so held shall not be a Statutory Maximum Rate Failed Auction, the City shall have no continuing obligation to convert the interest rate on the Bonds to another Interest Mode. If each such Auction shall be a Statutory Maximum Rate Failed Auction, the City shall continue to use all reasonable efforts to convert the interest rate on the Bonds to another Interest Mode.

(k) *Miscellaneous Provisions Regarding Auctions.*

(i) In this Section 4.5, each reference to the purchase, sale or holding of ARS Bonds will refer to beneficial interests in ARS Bonds, unless the context clearly requires otherwise.

(ii) Notwithstanding anything herein to the contrary, the definitions in this Indenture of Broker-Dealer Rate, Maximum ARS Rate, Minimum ARS Rate, No Auction Rate, ARS Index, ARS Multiple and ARS Rates may not be amended pursuant to this Indenture without first obtaining Bond Insurer Approval, and the consent of the Owners of all Outstanding ARS Bonds bearing interest at an ARS Rate as follows. If on the first Auction Date occurring at least 20 days after the date on which the Trustee mailed notice of such proposed amendment to the registered Owners of the Outstanding ARS Bonds as required by the Indenture, (i) the ARS Rates which are determined on such date are the Winning Bid Rates and (ii) there is delivered to the City, the Bond Insurer and the Trustee an Opinion of Bond Counsel to the effect that such amendment will not adversely affect the validity of the ARS Bonds or any exemption from federal income tax to which the interest on the ARS Bonds would otherwise be entitled, the proposed amendment will be deemed to have been consented to by the Owners of all affected Outstanding ARS Bonds bearing interest at the ARS Rates.

(iii) During an ARS Rate Period, so long as the ownership of the ARS Bonds is maintained in book-entry form by DTC, an Existing Owner or a beneficial owner may sell, transfer or otherwise dispose of an ARS Bond only pursuant to a Bid or Sell Order in accordance with the Auction Procedures or to or through a Broker-Dealer, provided that (i) in the case of all transfers other than pursuant to Auctions such Existing Owner or its Broker-Dealer or its Agent Member advises the Auction Agent of such transfer and (ii) a sale, transfer or other disposition of ARS Bonds from a customer of a Broker-Dealer who is listed on the records of that Broker-Dealer as the holder of such ARS Bonds to that Broker-Dealer or another customer of that Broker-Dealer will not be deemed to be a sale, transfer or other disposition for purposes of this paragraph if such Broker-Dealer remains the Existing Owner of the ARS Bonds so sold, transferred or disposed of immediately after such sale, transfer or disposition.

(iv) In the event that the Auction Rate is equal to the Maximum ARS Rate for the lesser of (i) three consecutive auction periods or (ii) 90 days, then the City shall promptly commence the process of converting the ARS Bonds to another Interest Mode acceptable to the Initial Bond Insurer.

(l) *Amendment of Auction Procedures.* Subject to subsection (k) above, the City may provide by Supplemental Indenture delivered pursuant to Section 8.2(a)(ix) hereof for the amendment of the Auction Procedures in effect from time to time in order to conform such procedures to then-current market practices by delivering to the Trustee and the Bond Insurer an opinion of Bond Counsel to the effect that such amendment is (1) authorized or permitted by this Indenture. (2) will not have an adverse effect on the exclusion from gross income for federal income tax purposes of the interest on the Series 2006A Second Lien Bonds and (3) will not have an adverse effect on the validity or enforceability of any Series 2006A Second Lien Bond.

Section 4.6 Authorized Officer. Any actions to be taken pursuant to this Article IV by the City may be taken by a Authorized Officer unless the context requires otherwise or action is required to be taken by the City in order to secure any opinion required by this Article IV.

Section 4.7 Effect of Notices. Any notice mailed as provided herein shall be conclusively presumed to have been given, whether or not the Owners of the Series 2006A Second Lien Bonds receive the same.

ARTICLE V

CREATION OF FUNDS AND SECURITY FOR SERIES 2006A SECOND LIEN BONDS

Section 5.1 The Series 2006A Second Lien Bonds Revenue Fund.

(a) There is by this Indenture created by the City and established with the Trustee a separate and segregated trust fund to be designated "City of Chicago Wastewater Transmission Variable Rate Revenue Bonds Series 2006A Second Lien Bonds Revenue Fund" (the "*Series 2006A Second Lien Bonds Revenue Fund*").

(b) The amounts on deposit in the accounts created by this Indenture shall be held by the Trustee for the sole and exclusive benefit of the Series 2006A Second Lien Bonds, the Bank, the Bond Insurer and the Initial Swap Provider. Any moneys and securities held in the Series 2006A Second Lien Bonds Revenue Fund or any account created pursuant to this Article shall be held in trust by the Trustee, as provided in this Indenture, and shall be applied, used and withdrawn only for the purposes authorized in this Indenture. The City will cause all moneys and securities held in the funds and accounts created by the Senior Lien Bond Ordinances to be applied, used and withdrawn solely for the purposes authorized in those ordinances.

(c) The Series 2006A Second Lien Bonds are not general obligations of the City, but are limited obligations as described in Section 2.2 hereof and as provided herein.

Section 5.2 Deposit of Series 2006A Second Lien Bond Revenues. Two Business Days immediately preceding each Interest Payment Date and each January 1, the Authorized Officer shall withdraw from the 2006A Second Lien Bonds Subaccount of the Second Lien Bonds Account, and transfer to the Trustee for deposit into the Series 2006A Second Lien Bonds Revenue Fund, the amounts required (i) to be on deposit in the Principal and Interest Account to pay debt service then due on the Series 2006A Second Lien Bonds, (ii) to satisfy any deficiency in the Debt Service Reserve Account as provided in Section 5.3 hereof, (iii) to make any swap payments, and (iv) to make the payment described in Section 5.3(e) to the extent not previously paid by the City. The Trustee shall deposit the same in the accounts of the Series 2006A Second Lien Bonds Revenue Fund. The Trustee shall be accountable only for moneys actually so received. Such certificates of the Authorized Officer, or any subsequent or supplemental certificate, shall be revised or supplemented from time to time whenever necessary to reflect changes in the deposit requirements relating to the Series 2006A Second Lien Bonds Revenue Fund as a result of the prepayment, redemption, purchase or remarketing of Series 2006A Second Lien Bonds, increases or decreases in the rates of interest borne by Series 2006A Second Lien Bonds.

Section 5.3 Use of Moneys in Series 2006A Second Lien Bonds Revenue Fund. Moneys on deposit in the Series 2006A Second Lien Bonds Revenue Fund and which have been

credited to such accounts in such Fund as may have been created for the benefit of the Series 2006A Second Lien Bonds shall, subject to the limitations in Section 5.1(b) of this Indenture, be used for the purposes specified in this Indenture.

(a) *Creation of Debt Service Reserve Account.* (i) By this Indenture, the City creates and orders established with the Trustee a separate and segregated account within the Series 2006A Second Lien Bonds Revenue Fund, such account to be designated the "Series 2006A Second Lien Bonds Debt Service Reserve Account" (the "Debt Service Reserve Account"). The City shall maintain the Debt Service Reserve Account in an amount equal to the Debt Service Reserve Requirement. The Debt Service Reserve Requirement may be satisfied with (i) one or more Debt Service Reserve Account Credit Instruments, (ii) Permitted Investments or (iii) a combination thereof. Any Permitted Investments on deposit in the Debt Service Reserve Account shall be valued at fair market value (determined in accordance with generally accepted accounting principles applicable to governmental units) on or about December 31 in each year.

(ii) At the time of the delivery of the Series 2006A Second Lien Bonds, the Surety Bond, which constitutes a Debt Service Reserve Account Credit Instrument, shall be deposited to the credit of the Debt Service Reserve Account, to establish a balance in that Account at least equal to the Debt Service Reserve Requirement. Whenever the balance in the Debt Service Reserve Account is less than the Debt Service Reserve Requirement, except as permitted pursuant to subparagraph (iii) below, the City shall transfer to the Debt Service Reserve Account within the next 12 months sufficient funds from Second Lien Bond Revenues to maintain a balance in the Debt Service Reserve Account at least equal to the Debt Service Reserve Requirement for the Series 2006A Second Lien Bonds.

Funds in the Debt Service Reserve Account and any Debt Service Reserve Account Credit Instrument in that account shall be held by the Trustee for the sole and exclusive benefit of the Series 2006A Second Lien Bonds and shall be used to pay principal of, redemption premium, if any, and interest on the Series 2006A Second Lien Bonds as the same become due at any time when there are insufficient funds available for such purpose in the Principal and Interest Account. Any Debt Service Reserve Account Credit Instrument to be acquired by the City with respect to the Series 2006A Second Lien Bonds at all times shall secure only the Series 2006A Second Lien Bonds and shall not be used in any manner to satisfy the Debt Service Reserve Requirement for any Second Lien Parity Bonds or other Outstanding Second Lien Bonds nor shall it be used to pay principal of, redemption premium, if any, or interest on any Second Lien Parity Bonds or other Outstanding Second Lien Bonds. Unless replaced or unless cash and Permitted Investments are deposited in lieu thereof, any Debt Service Reserve Account Credit Instrument shall not terminate prior to the earlier of (i) the date of the last maturity of any of the Series 2006A Second Lien Bonds or (ii) the date on which no Series 2006A Second Lien Bonds are Outstanding.

(iii) Any amounts in the Debt Service Reserve Account which are not required to be transferred to the Principal and Interest Account may, from time to

time, be used to pay costs of acquiring a Debt Service Reserve Account Credit Instrument for the Debt Service Reserve Account or to make payments due under a reimbursement agreement with the provider of a Debt Service Reserve Account Credit Instrument, but only if after such payment, the value of the Debt Service Reserve Account shall not be less than the Debt Service Reserve Requirement for the Series 2006A Second Lien Bonds. The City pledges and grants a lien on and security interest in the amounts on deposit in the Debt Service Reserve Account to any provider of a Debt Service Reserve Account Credit Instrument, provided that the pledge, lien and security interest shall be junior to any claim for the benefit of the Owners of the Series 2006A Second Lien Bonds.

(iv) If at any time the Debt Service Reserve Account holds both a Debt Service Reserve Account Credit Instrument and Permitted Investments, the Permitted Investments shall be liquidated and the proceeds applied for the purposes for which Debt Service Reserve Account moneys may be applied under this Indenture prior to any draw being made on the Debt Service Reserve Account Credit Instruments. If the Debt Service Reserve Account holds Debt Service Reserve Account Credit Instruments issued by more than one issuer, draws shall be made under such credit instruments on a *pro rata* basis to the extent of available funds.

(v) The City has purchased the Surety Bond from the Bond Insurer and has delivered the Surety Bond to the Trustee for deposit in the Debt Service Reserve Account. The Trustee shall hold the Surety Bond and make demands for payment in accordance with its terms whenever there are insufficient funds to pay debt service on the Series 2006A Second Lien Bonds in the Principal and Interest Account or from cash and Permitted Investments in the Debt Service Reserve Account.

(b) *Creation of Principal and Interest Account.* By this Indenture, the City creates and orders established with the Trustee a separate and segregated account within the Series 2006A Second Lien Bonds Revenue Fund, such account to be designated the "Series 2006A Second Lien Bonds Principal and Interest Account" (the "*Principal and Interest Account*"). Moneys on deposit in the Principal and Interest Account shall be held by the Trustee for the sole and exclusive benefit of the Series 2006A Second Lien Bonds and shall be used for the purpose of paying the principal of, redemption premium, if any, and interest (including the Differential Interest Amount and Deferred Interest, as defined in the Liquidity Agreement) on such Series 2006A Second Lien Bonds as it becomes due. The City shall deposit as received all amounts received by it with respect to the Initial Swap Agreement in the Principal and Interest Account.

(c) *Investments.* Pending the use of moneys held in an account of the Series 2006A Second Lien Bonds Revenue Fund, the Trustee shall invest such moneys in Permitted Investments upon the direction of the Authorized Officer, but subject to the requirements of the Liquidity Agreement, if applicable. Income from such investments shall be credited to the Principal and Interest Account; provided that investment earnings on amounts in the Debt Service Reserve Account shall be maintained therein if necessary

to satisfy the Debt Service Reserve Requirement, and any excess shall be deposited in the Principal and Interest Account.

(d) *Creation of Swap Payment Account.* By this Indenture, the City creates and orders established with the Trustee a separate and segregated account within the Series 2006A Second Lien Bonds Revenue Fund, such account to be designated the "Swap Payment Account" (the "*Swap Payment Account*"). There shall be transferred into the Swap Payment Account on or before each Interest Payment Date, or such other dates specified in the relevant Swap Agreements which the City shall identify in a written notice delivered to the Trustee (each, a "*Swap Payment Date*"), from moneys on deposit in the Series 2006A Second Lien Bonds Revenue Fund, an amount equal to the sum of the Swap Payment then owing under such Swap Agreement on such Swap Payment Date. The Trustee shall pay each Swap Provider the Swap Payment on each Swap Payment Date from amounts then on deposit in the Swap Payment Account pursuant to payment instructions specified in the relevant Swap Agreements and provided to the Trustee and the City by such Swap Provider. On or prior to each Swap Payment Date, the City shall provide the Trustee with written notice of the amount of each Swap Payment owing to such Swap Provider on each Swap Payment Date. The City shall promptly notify the Trustee in writing if the amount of any Swap Payments shall change from the amounts identified in such notice. Any non-scheduled payments to be made by the City in connection with an applicable Interest Rate Hedge Agreement shall be subordinate to the payment of principal and interest on the Series 2006 Second Lien Bonds, to the repayment of any amounts owed to the provider of any Debt Service Reserve Account Credit Instrument, to the repayment of the Bond Insurer for payments made under the Bond Insurance Policy and to the repayment of Administrative Expenses.

(e) Administrative Expenses shall be paid after providing for all amounts owed pursuant to (a), (b), (c) and (d) of this Section 5.3 except for the payments with respect to Interest Rated Hedge Agreements described in the last sentence of (d) above.

(f) Any funds remaining in the Series 2006A Second Lien Bonds Revenue Fund after making the deposits described in (a), (b), (c), (d) and (e) above shall be used to make any non-scheduled payments, including termination payments, on the Initial Swap Agreement.

Section 5.4 Series 2006A Second Lien Bonds Not Presented for Payment

(a) If any Series 2006A Second Lien Bonds shall not be presented for payment when the principal of such Series 2006A Second Lien Bonds becomes due, either at maturity or at the date fixed for redemption of this Indenture or otherwise, if moneys sufficient to pay such Series 2006A Second Lien Bonds are held by the Trustee for the benefit of the Bondholders of such Series 2006A Second Lien Bonds, the Trustee shall segregate and hold such moneys in a trust account separate and apart from the other funds and accounts held under this Indenture, without liability for interest on such moneys for the benefit of such Bondholders who shall (except as provided in the following paragraph) thereafter be restricted exclusively to such fund or funds for the satisfaction of any claim of whatever nature under this Indenture.

(b) Any moneys which the Trustee shall segregate and hold in trust for the payment of the principal or purchase price of or interest on any Series 2006A Second Lien Bond and which shall remain unclaimed for two years after such principal or purchase price or interest has become due and payable shall, upon the City's, and, so long as the Liquidity Agreement is in effect, the Bank's, written request to the Trustee, be paid to the City. After the payment of such unclaimed moneys to the City, the holder of such Series 2006A Second Lien Bond shall thereafter look only to the City for the payment of such Series 2006A Second Lien Bonds, unless an abandoned property law designates another person, and all liability of the Trustee and the Bank with respect to such moneys shall thereupon cease.

Section 5.5 Bond Purchase Fund. The Trustee shall establish and maintain (but shall not have a lien on as part of the Trust Estate), as long as any Series 2006A Second Lien Bonds are outstanding which have not been converted to a Fixed Rate, a separate fund to be known as the "Bond Purchase Fund" (the "*Bond Purchase Fund*"). Within the Bond Purchase Fund, there shall be established and maintained a separate account for each Sub-series of Series 2006A Second Lien Bonds. There shall be deposited into the applicable account of the Bond Purchase Fund from time to time the following:

- (i) moneys received upon the remarketing of Tendered Bonds to any person pursuant to the Remarketing Agreement (other than Tendered Bonds sold to the City for purchase and cancellation in pursuant to Section 3.14(b) hereof);
- (ii) moneys received from the underwriter or purchaser (other than the City) of Tendered Bonds upon the conversion of the interest rate thereon to a Fixed Rate;
- (iii) moneys obtained by the Trustee pursuant to the Liquidity Facility, if any, then in effect to be applied to pay the purchase price of Tendered Bonds; and
- (iv) moneys received from the City for the optional purchase, or the optional purchase and cancellation, of Tendered Bonds pursuant to Section 3.14(b) hereof.

Moneys in the Bond Purchase Fund shall be held in trust exclusively for the payment of the purchase price of Tendered Bonds; provided, however, that under no circumstances shall proceeds of a loan or draw made pursuant to the Liquidity Facility be used to purchase Bank Bonds or Series 2006A Second Lien Bonds held by the City. Moneys obtained by the Trustee pursuant to the applicable Liquidity Facility in excess of the amount needed for the payment of the purchase price of Tendered Bonds shall be promptly paid to the Bank. The Trustee shall reimburse the City for any interest costs incurred by the City as a result of the failure of the Trustee to remit such funds to the Bank. Moneys on deposit in the Bond Purchase Fund shall be invested only in Government Obligations with a term not exceeding the earlier of 30 days from the date of investment of such moneys or the date or dates that moneys therefrom are anticipated to be required. Amounts held to pay the purchase price shall be applied in the same manner as provided in Section 5.4(b) hereof with respect to unclaimed payments of principal and interest.

Section 5.6 Liquidity Facility. (a) The City covenants and agrees that at all times while any Series 2006A Second Lien Bonds are outstanding which bear interest at a Short Rate or Term Rate, it will maintain a Liquidity Facility in full force and effect with respect to all such Series 2006A Second Lien Bonds bearing interest at a Short Rate or Term Rate, except as otherwise provided in Section 5.7. In connection with the delivery of a Liquidity Facility delivered in connection with a conversion of Series 2006A Second Lien Bonds to a Short Rate or Term Rate, the City shall cause a draft of such Liquidity Facility in substantially final form and a commitment letter with respect thereto, together with written evidence from S&P, Moody's and any other Rating Agency rating the Series 2006A Second Lien Bonds prior to the delivery of such Liquidity Facility (the "*Liquidity Facility Delivery Date*") that the Bank qualifies for the highest short-term credit rating from such Rating Agencies (without giving effect to numeric or other qualifiers), to be delivered to the Trustee, the Trustee's Agent, the Remarketing Agent and the Bond Insurer, not less than 15 days prior to the proposed Liquidity Facility Delivery Date. Any Bank shall be subject to Bond Insurer Approval. On the Liquidity Facility Delivery Date, the City, the Bond Insurer, the Remarketing Agent, the Trustee and the Trustee's Agent shall also receive (i) an opinion of counsel for the Bank regarding the enforceability of the Liquidity Facility, (ii) an Opinion of Bond Counsel to the effect that the delivery of such Liquidity Facility will not adversely affect the validity of the Series 2006A Second Lien Bonds or any exclusion from gross income for federal income tax purposes of interest on the Series 2006A Second Lien Bonds would otherwise be entitled, (iii) an Opinion of Bond Counsel to the effect that such Liquidity Facility qualifies as a Liquidity Facility under this Indenture and (iv) a copy of the Liquidity Agreement relating to such Liquidity Facility. In addition, the City covenants and agrees that at all times while any Series 2006A Second Lien Bonds are outstanding which bear interest at a Short Rate or a Term Rate, if the rating of the Bank shall be lowered by any Rating Agency below the top two short-term rating categories assigned by such Rating Agency (without giving effect to numeric or other qualifiers), then the City shall use all reasonable efforts to obtain a Substitute Liquidity Facility.

(b) Upon the receipt by the Trustee of a written request of the City stating that the amount available under the Liquidity Facility for the Series 2006A Second Lien Bonds may be reduced in compliance with this Section 5.6 hereof, the Trustee shall direct or send appropriate notice to the Bank requesting or directing that such amount be reduced and specifying the amount that shall thereafter be available under the Liquidity Facility, subject to any requirements of the Liquidity Agreement. In no event shall the Liquidity Facility be reduced to an amount less than the principal amount of the Series 2006A Second Lien Bonds outstanding which bear interest at other than a Fixed Rate or an ARS Rate, plus an amount equal to interest thereon at the Interest Coverage Rate then required by any Rating Agency for the number of days then required by any such Rating Agency, unless the City has deposited a Substitute Liquidity Facility with the Trustee in accordance with the terms of this Section, or unless the requirements set forth in Section 5.7 hereof are satisfied; in no event shall any Substitute Liquidity Facility replace only in part any then current Liquidity Facility. Notwithstanding the foregoing, immediately after payment in full has been made on any Series 2006A Second Lien Bond, either at its Maturity Date, by optional or mandatory sinking fund redemption or otherwise, the Trustee shall direct or send appropriate notice to the Bank requesting or directing that the amount available under the Liquidity Facility be reduced by an amount

equal to such principal so paid plus the amount of interest theretofore provided for under the Liquidity Facility on such principal amount.

(c) While any Series 2006A Second Lien Bonds bear interest at a Short Rate, a Substitute Liquidity Facility may become effective on any Business Day, which shall be a Liquidity Substitution Date. While any Series 2006A Second Lien Bonds bear interest at a Term Rate, a Substitute Liquidity Facility may be effective on any Rate Change Date. The City shall cause a draft of any Substitute Liquidity Facility in substantially final form and a commitment letter with respect thereto, together with written evidence from each Rating Agency rating the Series 2006A Second Lien Bonds prior to the Liquidity Substitution Date of the rating on the Series 2006A Second Lien Bonds after the Liquidity Substitution Date, to be delivered to the Trustee, the Trustee's Agent, the Remarketing Agent and the Bond Insurer, not less than 15 days prior to the proposed Liquidity Substitution Date, provided that not less than 30 days prior to the proposed Liquidity Substitution Date, the City will provide written notice to the Bond Insurer and the Trustee, who shall promptly notify the Owners, of the identity of the provider of the Substitute Liquidity Facility. Any Bank providing a Substitute Liquidity Facility shall be subject to Bond Insurer Approval. On each Liquidity Substitution Date the City, the Bond Insurer, the Remarketing Agent, the Trustee and the Trustee's Agent shall also receive (i) an opinion of counsel for the Substitute Bank regarding the enforceability of the Substitute Liquidity Facility in substantially the form delivered to the Trustee upon execution and delivery of the Liquidity Facility then in effect, (ii) an Opinion of Bond Counsel to the effect that the substitution of the Liquidity Facility then in effect will not adversely affect the validity of the Series 2006A Second Lien Bonds or any exclusion from gross income for federal income tax purposes of interest on the Series 2006A Second Lien Bonds would otherwise be entitled, (iii) an opinion of counsel (other than counsel for the Substitute Bank) to the effect that such Substitute Liquidity Facility qualifies as a Substitute Liquidity Facility under this Indenture and (iv) a copy of the Substitute Liquidity Agreement. The City shall not execute and deliver a Substitute Liquidity Facility unless all obligations owing to the then current Bank under the Liquidity Agreement have been paid in full.

(d) On any Liquidity Substitution Date on which a Substitute Liquidity Facility becomes effective in accordance with the provisions of this Section, the Trustee shall take such action as is required under the Liquidity Agreement to cause the cancellation of the Liquidity Facility then in effect provided that all drawings requested thereunder have been honored.

(e) Immediate notice shall be given by the Trustee to the Bank, the City, the Bond Insurer, the Remarketing Agent, the Trustee's Agent and each of the Rating Agencies in accordance with Section 3.4(b) if no satisfactory Substitute Liquidity Facility shall be furnished to the Trustee in accordance with this Section, unless the requirements of Section 5.7 hereof are satisfied.

(f) Each Substitute Liquidity Facility shall provide for the submission of draws thereunder, and the payment of properly submitted draws, on the same timing and in the same amounts (subject to Section 5.7 hereof) as that of the Liquidity Facility being substituted for, unless each Rating Agency shall agree to some other timing.

Section 5.7 Liquidity Facility Not Required in Certain Circumstances. (a) While any Series 2006A Second Lien Bonds bear interest at a Short Rate or Term Rate, such Series 2006A Second Lien Bonds are required to have the benefit of a Liquidity Facility with respect to 100 percent of the outstanding principal amount of such Series 2006A Second Lien Bonds unless, prior to the expiration or termination of the Liquidity Facility then in effect, there is delivered to the City, the Remarketing Agent, the Bond Insurer, the Trustee and the Trustee's Agent (i) an Opinion of Bond Counsel to the effect that the expiration or termination of the Liquidity Facility then in effect will not adversely affect the validity of the Series 2006A Second Lien Bonds or any exclusion from gross income for federal income tax purposes of interest on the Series 2006A Second Lien Bonds, (ii) Bond Insurer Approval and (iii) unless waived by the Bond Insurer, written evidence from each Rating Agency that the short term ratings on the Series 2006A Second Lien Bonds (other than Series 2006A Second Lien Bonds in the Fixed Mode or Auction Mode) following the expiration or termination of the Liquidity Facility will not be reduced or withdrawn from the short term ratings on the Series 2006A Second Lien Bonds immediately prior to such expiration or termination. Series 2006A Second Lien Bonds bearing interest at an ARS Rate or at a Fixed Rate shall not be required to have the benefit of a Liquidity Facility.

(b) Upon satisfaction of the requirements described in subparagraph (a) above, (i) the Trustee, upon receipt of a written request of the City, shall direct or send appropriate notice to the Bank requesting or directing the cancellation of the Liquidity Facility then in effect on the date (the "*Liquidity Facility Cancellation Date*") requested by the City in such written request, which date may not be less than 30 days, or such longer period as is required by the Liquidity Agreement for its termination at the request of the City, from the date the Trustee receives such written request, and (ii) following the date of such cancellation, all Tendered Bonds may be remarketed by the Remarketing Agent pursuant to the Remarketing Agreement without the benefit of a Liquidity Facility until such time, if any, as the Series 2006A Second Lien Bonds are thereafter entitled to the benefits of a Liquidity Facility pursuant to the provisions of Section 5.6 of this Indenture, but only if there is delivered to the City, the Bond Insurer, the Trustee, the Trustee's Agent and the Remarketing Agent an Opinion of Bond Counsel to the effect that the execution and delivery of the Liquidity Facility will not adversely affect the validity of the Series 2006A Second Lien Bonds or any exclusion from gross income for federal income tax purposes of interest on the Series 2006A Second Lien Bonds. In the event of a Liquidity Facility Cancellation Date, the Series 2006A Second Lien Bonds bearing interest at a Short Rate or Term Rate shall be subject to mandatory tender pursuant to Section 3.4 hereof. If at any time no Liquidity Facility is required for the Series 2006A Second Lien Bonds, the Trustee shall affix a legend on the face of each Series 2006A Second Lien Bond which does not bear interest at a Fixed Rate or ARS Rate authenticated on or after the date on which a Liquidity Facility is no longer required in substantially the following form:

A Liquidity Facility is not required with respect to this Bond. If a Liquidity Facility is currently provided, it may be discontinued at any time without prior notice to, or a right to tender by, the Owner.

Section 5.8 Substitution of Bond Insurance Policy. While the Series 2006A Second Lien Bonds bear interest at a Short Rate or Term Rate and thus require a Liquidity Facility to be in effect, if the rating of the Bond Insurer shall be lowered by any two of Moody's, S&P and Fitch below the two top rating categories assigned by such Rating Agencies (without giving effect to numeric or other qualifiers), then the City may, if directed to do so by the Liquidity Facility Provider, obtain a Substitute Bond Insurance Policy. On or prior to the date of the delivery of the Substitute Bond Insurance Policy, the City shall furnish to the Trustee (i) an Opinion of Bond Counsel to the effect that the furnishing of such Substitute Bond Insurance Policy is authorized under this Indenture, complies with the terms hereof and will not cause the interest on the Series 2006A Second Lien Bonds to be includable in gross income for federal income tax purposes and (ii) written evidence from each Rating Agency to the effect that each such Rating Agency has reviewed the proposed Substitute Bond Insurance Policy, and that, taking into account the substitution of the proposed Substitute Bond Insurance Policy for the then current Bond Insurance Policy, the Series 2006A Second Lien Bonds will be given a rating which is not lower than the then current rating (for purposes of this clause (ii), the withdrawal of a rating on the Series 2006A Second Lien Bonds, due to the failure of a Rating Agency to rate the Substitute Bond Insurer, shall be deemed an impermissible lowering of the rating assigned to the Series 2006A Second Lien Bonds). The Trustee shall not consent to any surrender, cancellation, termination, amendment or modification of the Bond Insurance Policy or to the delivery of any Substitute Bond Insurance Policy, except in accordance with the provisions of this Section and the written consent of the Bank.

Each Substitute Bond Insurance Policy shall provide for the submission of claims thereunder, and the payment of properly submitted claims, on the same timing as that of the Bond Insurance Policy being substituted for, unless each Rating Agency shall agree to some other timing.

Section 5.9 Actions by Trustee to Provide for Payment Under Initial Bond Insurance Policy. The Trustee shall take the following actions in connection with payments to be made by the Initial Bond Insurer under the Initial Bond Insurance Policy:

(a) In the event that, on the second Business Day, and again on the Business Day prior to payment date on the Series 2006A Second Lien Bonds, the Trustee has not received sufficient moneys to pay all principal of and interest on the Series 2006A Second Lien Bonds due on the second following or following, as the case may be, Business Day, the Trustee shall immediately notify the Initial Bond Insurer or its designee on the same Business Day by telephone or telegraph, confirmed in writing by registered or certified mail, of the amount of the deficiency.

(b) If the deficiency is made up in whole or in part prior to or on the payment date, the Trustee shall so notify the Initial Bond Insurer or its designee.

(c) In addition, if the Trustee has written notice that any Owner has been required to disgorge payments of principal or interest on the Series 2006A Second Lien Bonds to a trustee in bankruptcy or creditors or others pursuant to a final judgment by a court of competent jurisdiction that such payment constitutes an avoidable preference to such Owner within the meaning of any applicable bankruptcy laws, then the Trustee shall

notify the Initial Bond Insurer or its designee of such fact by telephone or telegraphic notice, confirmed in writing by registered or certified mail.

(d) The Trustee is hereby irrevocably designated, appointed, directed and authorized to act as attorney-in-fact for the Owners of the Series 2006A Second Lien Bonds as follows:

(i) If and to the extent there is a deficiency in amounts required to pay interest on the Series 2006A Second Lien Bonds, the Trustee shall (a) execute and deliver to U.S. Bank Trust National Association, or its successors under the Initial Bond Insurance Policy (the "Insurance Paying Agent"), in form satisfactory to the Insurance Paying Agent, an instrument appointing the Initial Bond Insurer as agent for such Owners in any legal proceeding related to the payment of such interest and an assignment to the Initial Bond Insurer of the claims for interest to which such deficiency relates and which are paid by the Initial Bond Insurer, (b) receive as designee of the respective Owners (and not as Trustee) in accordance with the tenor of the Initial Bond Policy payment from the Insurance Paying Agent with respect to the claims for interest so assigned, and (c) disburse the same to such respective Owners; and

(ii) If and to the extent of a deficiency in amounts required to pay principal of the Series 2006A Second Lien Bonds, the Trustee shall (a) execute and deliver to the Insurance Paying Agent in form satisfactory to the Insurance Paying Agent an instrument appointing the Initial Bond Insurer as agent for such Owner in any legal proceeding relating to the payment of such principal and an assignment to the Initial Bond Insurer of any of the Series 2006A Second Lien Bonds surrendered to the Insurance Paying Agent of so much of the principal amount thereof as has not previously been paid or for which moneys are not held by the Trustee and available for such payment (but such assignment shall be delivered only if payment from the Insurance Paying Agent is received), (b) receive as designee of the respective Owners (and not as Trustee) in accordance with the tenor of the Initial Bond Insurance Policy payment therefor from the Insurance Paying Agent, and (c) disburse the same to such Owners.

(e) Payments with respect to claims for interest on and principal of Series 2006A Second Lien Bonds disbursed by the Trustee from proceeds of the Initial Bond Insurance Policy shall not be considered to discharge the obligation of the City with respect to such Series 2006A Second Lien Bonds, and the Initial Bond Insurer shall become the owner of such unpaid Series 2006A Second Lien Bond and claims for the interest in accordance with the tenor of the assignment made to it under the provisions of this subsection or otherwise.

(f) Irrespective of whether any such assignment is executed and delivered, the City and the Trustee hereby agree for the benefit of the Initial Bond Insurer that:

(i) They recognize that to the extent the Initial Bond Insurer makes payments, directly or indirectly (as by paying through the Trustee), on account of principal of or interest on the Series 2006A Second Lien Bonds, the Initial Bond

Insurer will be subrogated to the rights of such Owners to receive the amount of such principal and interest from the Bond Issuer, with interest thereon as provided and solely from the sources stated in this Indenture and the Series 2006A Second Lien Bonds; and

(ii) They will accordingly pay to the Initial Bond Insurer the amount of such principal and interest (including principal and interest recovered under subparagraph (ii) of the first paragraph of the Initial Bond Insurance Policy, which principal and interest shall be deemed past due and not to have been paid), with interest thereon as provided in this Indenture and the Series 2006A Second Lien Bonds, but only from the sources and in the manner provided herein for the payment of principal of and interest on the Series 2006A Second Lien Bonds to Owners, and will otherwise treat the Initial Bond Insurer as the owner of such rights to the amount of such principal and interest.

Section 5.10 Rights of Bond Insurer. Anything contained in this Indenture or in the Series 2006A Second Lien Bonds to the contrary notwithstanding:

(a) So long as the rights of the Bond Insurer have not ceased or terminated pursuant to this Section, the consent of the Bond Insurer in lieu of the consent of Bondholders shall be sufficient for the following purposes: (i) execution and delivery of any Supplemental Indenture entered into pursuant to Section 8.3 of this Indenture; and (ii) initiation or approval of any action not described in clause (i) above which requires Bondholder consent. The Trustee shall furnish the Initial Bond Insurer and S&P with copies of any Supplemental Indentures entered into pursuant to Section 8.3 of this Indenture.

(b) Anything in this Indenture to the contrary notwithstanding and subject to this Section, the Bond Insurer is entitled to control and direct the enforcement of all rights and remedies granted to the Bondholders or the Trustee for the benefit of the Bondholders under this Indenture.

(c) While the Initial Bond Insurance Policy is in effect, the City shall furnish to the Initial Bond Insurer (to the attention of Insured Portfolio Management, unless otherwise indicated):

(i) copies of material event notifications delivered to a Nationally Recognized Municipal Securities Information Repository ("NRMSIR") pursuant to the Undertaking following delivery of such information to a NRMSIR;

(ii) upon the written request of the Initial Bond Insurer, and if available, copies of the annual financial information and audited financial statements delivered to a NRMSIR pursuant to the Undertaking, if any, following delivery of such information to a NRMSIR; and

(iii) any notices required to be given to Bondholders or the Trustee under this Indenture.

(d) Anything herein to the contrary notwithstanding, all rights given to the Bond Insurer hereunder with respect to the giving of consents or approvals are expressly conditioned upon the timely and full performance of the Bond Insurer under its Bond Insurance Policy and Surety Bond. All rights of the Bond Insurer hereunder shall cease and terminate if: (i) the Bond Insurer fails to make any payment pursuant to the terms of the Bond Insurance Policy or Surety Bond; (ii) the Bond Insurance Policy or Surety Bond ceases to be valid and binding on the Bond Insurer or is declared to be null and void, or the validity or enforceability of any provision thereof is being contested by the Bond Insurer, or the Bond Insurer is denying further liability or obligation under such Bond Insurance Policy or Surety Bond; (iii) a petition has been filed and is pending against the Bond Insurer under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution, liquidation or rehabilitation law of any jurisdiction, and has not been dismissed within 60 days after such filing; (iv) the Bond Insurer has filed a petition, which is still pending, in voluntary bankruptcy or is seeking relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution, liquidation or rehabilitation law of any jurisdiction, or has consented to the filing of any petition against it under any such law; or (v) a receiver has been appointed for the Bond Insurer under the insurance laws of any jurisdiction.

(e) The City agrees not to use the Initial Bond Insurer's name in any public document, including, without limitation, a press release or presentation, announcement or forum without the Initial Bond Insurer's prior consent; provided, however, such prohibition on the use of the Initial Bond Insurer's name shall not relate to the use of the Initial Bond Insurer's standard approved form of disclosure in public documents issued in connection with the Series 2006A Second Lien Bonds; and provided further, such prohibition shall not apply to the use of the Initial Bond Insurer's name in order to comply with public notice, public meeting or public reporting requirements.

(f) The City, the Trustee and the Bank each acknowledge that the Bond Insurer is a third party beneficiary of this Indenture so long as the Bond Insurance Policy is in full force and effect and the Bond Insurer is in compliance with its payment obligations under the provisions of the Bond Insurance Policy and the Surety Bond.

Section 5.11 Rights of Bank. Anything in this Indenture or the Series 2006A Second Lien Bonds to the contrary notwithstanding, the Bank may exercise any option, vote, right, power or the like granted to the Owners of the Series 2006A Second Lien Bonds hereunder, with respect to any Bank Bonds held by it at any time, but such rights are subject to the rights of the Bond Insurer provided there has been no payment default under the Bond Insurance Policy. Except to the extent that the Bank owns any Bank Bonds and is entitled to any rights as a Bondholder hereunder, no consent of or notice to the Bank shall be required under any provision of this Indenture, nor shall the Bank have any right to receive notice of, consent to, direct or control any actions, restrictions, rights, remedies, waivers or accelerations pursuant to any provision of this Indenture, during any time which:

(i) the Bank is in default in its obligation to make loans under and in compliance with the terms of the Liquidity Facility;

(ii) the Liquidity Facility for any reason ceases to be valid and binding on the Bank or is declared to be null and void, or the validity or enforceability of any provision of the Liquidity Facility is denied by the Bank or any governmental agency or authority, or the Bank is denying further liability or obligation under the Liquidity Facility, in all of the above cases contrary to the terms of the Liquidity Facility;

(iii) a petition has been filed and is pending against the Bank under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, and has not been dismissed within 30 days after such filing;

(iv) the Bank has filed a petition, which is pending, under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law, of any jurisdiction, whether now or hereafter in effect, or has consented to the filing of any petition against it under such law; or

(v) the Bank is dissolved or confiscated by action of government due to war or peace time emergency or the United States government declares a moratorium on the Bank's activities.

Section 5.12 Additional Notices. The Trustee agrees to give notices to the Bank in accordance with the Liquidity Agreement.

Section 5.13 Draws on Liquidity Facility and Bond Insurance Policy. The City and the Trustee shall take all actions necessary under (i) the Liquidity Facility, to provide funds for the timely payment of the purchase price of Tendered Bonds and (ii) the Bond Insurance Policy for the scheduled principal of and interest on the Series 2006A Second Lien Bonds as the same shall become due (whether at maturity or upon mandatory sinking fund redemption).

ARTICLE VI

GENERAL COVENANTS OF CITY

Section 6.1 Equality of Series 2006A Second Lien Bonds. Each of the Series 2006A Second Lien Bonds authorized under this Indenture shall be on a parity and rank equally without preference, priority or distinction over any other Series of Series 2006A Second Lien Bonds as to security, regardless of the time or times of their issue, and the provisions, covenants and agreements set forth in this Indenture to be performed by and on behalf of the City shall be for the equal benefit, protection and security of the Owners of any and all Series 2006A Second Lien Bonds. The City covenants that it will not issue any obligations with a claim for payment or secured by the Second Lien Bond Revenues or, except as otherwise provided in Section 6.5 of this Indenture, any other moneys pledged in this Indenture having priority over or, except for Second Lien Parity Bonds, being on a parity with the Series 2006A Second Lien Bonds.

Section 6.2 Punctual Payment. The City covenants that it will duly and punctually pay or cause to be paid the principal of, premium, if any, and interest on, all Series 2006A Second Lien Bonds in strict conformity with the terms of such Series 2006A Second Lien Bonds

and of this Indenture, and that it will faithfully observe and perform all the conditions, covenants and requirements of the Series 2006 Bond Ordinance, this Indenture and of the Series 2006A Second Lien Bonds issued or incurred under them.

Section 6.3 Maintenance and Continued Operation of Sewer System. The City will maintain the Sewer System in good repair and working order, will continuously operate it on a Fiscal Year basis, and will punctually perform all duties with respect to the Sewer System required by the Constitution and laws of the State.

So long as the Series 2006A Second Lien Bonds are Outstanding, the City will continue to operate the Sewer System as a revenue-producing system so as to produce Gross Revenues sufficient to satisfy the covenants of this Indenture.

Section 6.4 Rate Covenant. The City will establish, maintain and collect at all times fees, charges and rates for the use and service of the Sewer System sufficient at all times to (a) pay Operation and Maintenance Costs and (b) produce Net Revenues Available for Bonds sufficient to pay the principal (at maturity or pursuant to mandatory sinking fund redemption) of and applicable redemption premium and interest on all Senior Lien Bonds and all Second Lien Bonds then Outstanding from time to time, to establish and maintain the Bond Principal and Interest Account and the Bond Debt Service Reserve Account as may be covenanted in the Senior Lien Bond Ordinances and to establish and maintain the Principal and Interest Account and the Debt Service Reserve Account as required by this Indenture, which Net Revenues Available for Bonds shall each Fiscal Year at least equal 100 percent of the sum of (i) the amount required to pay promptly when due the Aggregate Senior Lien Debt Service for the Fiscal Year on all Senior Lien Bonds then Outstanding and (ii) the amount required to pay promptly when due the Aggregate Second Lien Debt Service for the Fiscal Year on all Second Lien Bonds then Outstanding. These fees, charges and rates shall not be reduced while any Series 2006A Second Lien Bonds are Outstanding below the level necessary to ensure compliance with the covenants of this Section 6.4.

The City will, prior to the end of each Fiscal Year, conduct a review to determine if it has been and will be in compliance with the rate covenant set forth above. Whenever the annual review indicates that projected Gross Revenues will not be sufficient to comply with the rate covenant, the City shall prepare or cause to be prepared a rate study for the Sewer System identifying the rate changes necessary to comply with the rate covenant and the Director of the Office of the Budget and Management of the City and the Authorized Officer shall recommend appropriate action to the City Council to comply with this rate covenant.

Section 6.5 Issuance of Second Lien Parity Bonds.

(a) As long as there are any Outstanding Series 2006A Second Lien Bonds, the City may issue Second Lien Parity Bonds for any lawful purpose of the Sewer System, including to refund Outstanding (x) Senior Lien Bonds, (y) Second Lien Bonds or (z) Subordinate Lien Obligations, upon compliance with the following conditions:

(i) the funds required to be transferred to the Principal and Interest Account, the Debt Service Reserve Account and the Swap Payment Account shall

have been transferred in full up to the date of delivery of such Second Lien Parity Bonds and all amounts owed pursuant to Section 5.3(e) shall have been paid; and

(ii) Net Revenues Available for Bonds for the last completed Fiscal Year prior to the issuance of the Second Lien Parity Bonds (as shown by the audit of an independent certified public accountant), or Net Revenues Available for Bonds for such last completed Fiscal Year, adjusted as described below, shall equal at least 100 percent of the sum of the Aggregate Senior Lien Debt Service and the Aggregate Second Lien Debt Service in each Fiscal Year following the issuance of the proposed Second Lien Parity Bonds, computed on a *pro forma* basis assuming the issuance of the proposed Second Lien Parity Bonds and the application of the proceeds of any Second Lien Parity Bonds as provided in the ordinance or trust indenture authorizing their issuance, sale and delivery. Net Revenues Available for Bonds may be adjusted as follows for purposes of this paragraph (ii):

(1) if prior to the issuance of such Second Lien Parity Bonds, the City shall have enacted an increase in the rates of the Sewer System from the rates in effect for such last completed Fiscal Year, Net Revenues Available for Bonds may be adjusted to reflect the Net Revenues Available for Bonds for such last completed Fiscal Year as they would have been had the increased rates been in effect during all of that last completed Fiscal Year; and

(2) any such adjustment shall be evidenced by a certificate of the Authorized Officer.

For purposes of calculating the adjustment described in this paragraph (ii), any rate increase enacted by the City and scheduled to take effect in a future Fiscal Year may be reflected in Net Revenues Available for Bonds for purposes of calculating debt service coverage for that and each succeeding Fiscal Year.

If during the first six months of a Fiscal Year, an audit of the Sewer System for the preceding Fiscal Year by an independent certified public accountant is not available, the conditions of paragraph (ii) above shall be deemed to have been satisfied if both (A) Net Revenues Available for Bonds for the second preceding Fiscal Year (as shown by the audit of an independent certified public accountant), adjusted as described in this paragraph (ii) above, and (B) Net Revenues Available for Bonds for the preceding Fiscal Year (as estimated by the Authorized Officer), adjusted as described in this paragraph (ii) above, shall equal at least 100 percent of the sum of the Aggregate Senior Lien Debt Service and the Aggregate Second Lien Debt Service in each Fiscal Year following the issuance of the proposed Second Lien Parity Bonds, computed on a *pro forma* basis assuming the issuance of the proposed Second Lien Parity Bonds and the application of the proceeds of any Second Lien Parity Bonds as provided in the ordinance or trust indenture authorizing their issuance, sale and delivery.

(b) The City may issue Second Lien Parity Bonds without complying with either of the requirements of paragraph (a)(ii) of this Section 6.5:

(i) to pay, redeem or refund Senior Lien Bonds or Second Lien Bonds if in the judgment of the City there will be no money available to make payments of interest on or principal of those Senior Lien Bonds or Second Lien Bonds (at maturity or on Sinking Fund Payments dates) as such amounts become due; and

(ii) to pay, redeem or refund any Senior Lien Bonds or Second Lien Bonds if the sum of the Aggregate Senior Lien Debt Service and the Aggregate Second Lien Debt Service after the issuance of the Second Lien Parity Bonds and the payment, redemption or refunding of such Senior Lien Bonds or Second Lien Bonds will not be in excess of the sum of the Aggregate Senior Lien Debt Service or Aggregate Second Lien Debt Service prior to the issuance of the Second Lien Parity Bonds in each Fiscal Year in which there was to be any Aggregate Senior Lien Debt Service or Aggregate Second Lien Debt Service on those prior Outstanding Senior Lien Bonds or Second Lien Bonds.

(c) Other obligations, including Subordinate Lien Obligations, may be issued payable from Net Revenues Available for Bonds on a basis subordinate to the Second Lien Bonds.

Section 6.6 Covenant Against Pledge of Second Lien Bond Revenues. The City shall not hereafter issue any bonds, notes, or other evidences of indebtedness secured by the pledge contained in Section 2.2 of this Indenture, other than Second Lien Parity Bonds, and shall not create or cause to be created any lien or charge on Net Revenues Available for Bonds, or on any amounts pledged for the benefit of Owners of Series 2006A Second Lien Bonds under this Indenture, other than the pledge contained in Section 2.2 of this Indenture, provided that neither this Section nor any other provision of this Indenture shall prevent the City from (a) issuing Senior Lien Bonds, (b) issuing bonds, notes or other evidences of indebtedness payable out of, or secured by a pledge of, Net Revenues Available for Bonds to be derived on and after such date as the pledge contained in Section 2.2 of this Indenture shall be discharged and satisfied as provided in Section 9.1, or (c) issuing bonds, notes or other evidences of indebtedness which are payable out of, or secured by, the pledge of amounts which may be withdrawn from or secured by the Second Lien Bonds Account, so long as such pledge is expressly junior and subordinate to the pledge contained in Section 2.2 of this Indenture, or (d) issuing Subordinate Lien Obligations.

Section 6.7 Repairs, Replacements, Additions, Betterments. The City from time to time will make all necessary and proper repairs, replacements, additions and betterments to the Sewer System so that the Sewer System may at all times be operated efficiently, economically and properly. When any necessary equipment or facility shall have been worn out, destroyed or otherwise is insufficient for proper use, it shall be promptly replaced so that the value and efficiency of the Sewer System shall be at all times fully maintained.

Section 6.8 Control and Operation of Sewer System. The City will establish such rules and regulations for the control and operation of the Sewer System as are necessary for the safe, lawful, efficient and economical operation of the Sewer System.

Section 6.9 Indenture to Constitute Contract. In consideration of the purchase and acceptance of the Series 2006A Second Lien Bonds by the Owners from time to time of such Series 2006A Second Lien Bonds, the provisions of this Indenture shall constitute a contract among the City, the Trustee and the Owners from time to time of the Series 2006A Second Lien Bonds.

Section 6.10 Performance of Covenants; Authority. The City shall faithfully perform at all times to the extent applicable to the City any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in any and every Series 2006A Second Lien Bond executed, authenticated and delivered under this Indenture, in the Liquidity Agreement, in the Bank Obligation and in the Remarketing Agreement, and in all proceedings pertaining to this Indenture.

Section 6.11 Arbitrage and Tax Exemption Covenants:

(a) The City will not direct or permit any action which (or fail to take any action the failure of which) would cause any Series 2006A Second Lien Bond to be an "arbitrage bond" within the meaning of the Code, and the regulations under that Code as promulgated and as amended from time to time and as applicable to the Series 2006A Second Lien Bonds.

(b) The covenants and agreements of the City set forth in this Section 6.11 shall apply as long as any of the Series 2006A Second Lien Bonds continue to bear interest (whether or not they are Outstanding Series 2006A Second Lien Bonds within the meaning of this Indenture) and shall also apply after the Series 2006A Second Lien Bonds cease to bear interest but only within such subsequent period as shall be required for the City to comply with the covenants of this Section 6.11.

(c) The City (i) will take all actions that are necessary to be taken (and avoid taking any action that it is necessary to avoid being taken) so that interest on the Series 2006A Second Lien Bonds will not be or become subject to federal income taxation under present law, and (ii) will take all actions reasonably within its power to take that are necessary to be taken (and avoid taking any actions that are reasonably within its power to avoid taking and that it is necessary to avoid) so that interest on the Series 2006A Second Lien Bonds will not be or become includible in gross income for federal income tax purposes under the federal income tax laws as in effect from time to time.

(d) The City will, without limitation, (i) to the extent required by the Code and applicable regulations, restrict the yield on investments of amounts received upon the sale of the Series 2006A Second Lien Bonds and other amounts, and (ii) timely rebate to the United States of America certain amounts that may be received as interest or other investment earnings on Accounts of the Sewer Revenue Fund, all as shall be necessary to comply with this Section. The City shall also make or cause to be made identifiable investments of amounts allocable to the Series 2006A Second Lien Bonds as shall be necessary or appropriate to be able to ascertain the amounts that may be required so to be rebated to the United States of America. The City shall from time to time determine the amounts in accounts of the Sewer Revenue Fund that shall be subject so to be rebated and

those amounts from time to time shall be held by the City in the rebate account for the Series 2006A Second Lien Bonds and shall be rebated to the United States of America in the amounts and at the times as required. Such amounts so subject from time to time so to be rebated shall not be available for the other purposes for which the Sewer Revenue Fund and its accounts and sub-accounts established by this Indenture may be applied, and, for purposes of computing the balance in the Sewer Revenue Fund and such various accounts shall be disregarded.

(e) The City will not take any of the following actions without in each such event obtaining the Opinion of Bond Counsel (which may represent the City from time to time in other matters) that such action will not contravene any covenant of this Indenture and will not make compliance with those covenants impossible: (i) defease any Series 2006A Second Lien Bonds; (ii) sell, lease or otherwise dispose of any material portion of the Sewer System; (iii) enter into or amend any short-term or long-term contract for sewer service by the City other than pursuant to general rates charged to the general public; or (iv) enter into or amend any contract or arrangement for persons other than its employees to manage the Sewer System.

(f) The provisions of this Section 6.11 shall not be interpreted to impose upon the City any obligation to redeem or to purchase any Series 2006A Second Lien Bonds other than with proceeds or other amounts available under this Indenture.

Section 6.12 Registered Owner Remedy. Subject to Section 5.10(b), any Owner of a Series 2006A Second Lien Bond may proceed by civil action to compel performance of all duties required by this Indenture, including the establishment and collection of sufficient fees, charges and rates for services supplied by the Sewer System, and the application of Gross Revenues as provided by this Indenture.

ARTICLE VII

APPOINTMENT AND DUTIES OF TRUSTEE AND REMARKETING AGENT

Section 7.1 Appointment of Trustee. The City appoints Amalgamated Bank of Chicago, Chicago, Illinois, as Trustee, for the purposes and upon the express terms and conditions set forth in this Indenture. The acceptance by the Trustee shall be evidenced by its execution and delivery of this Indenture. The City and the Bondholders by its delivery and their acceptance of delivery of any of the Series 2006A Second Lien Bonds agree to the terms set forth in this Indenture. The Trustee shall have no lien or security interest in and to the proceeds of the Liquidity Facility or the Bond Insurance Policy, or the proceeds of remarketed Series 2006A Second Lien Bonds, for the purpose of paying the fees or expenses of the Trustee and shall not use such amounts for such purpose. The Trustee shall draw on the Liquidity Facility and make claims against the Bond Insurance Policy, when required, whether or not its fees and expenses have been fully paid. Notwithstanding any provision of this Indenture to the contrary, the Trustee may not resign or be removed until a successor Trustee shall have been appointed as herein provided, and until the Liquidity Facility and the Bond Insurance Policy have been duly and effectively transferred to such successor Trustee.

The Trustee may, and, if the Series 2006A Second Lien Bonds bear interest at a Short Rate and are no longer registered in the name of a nominee of DTC, shall, appoint a Trustee's Agent with power to act on its behalf and subject to its direction (i) in the authentication, registration and delivery of Series 2006A Second Lien Bonds in connection with transfers and exchanges hereunder, as fully to all intents and purposes as though such Trustee's Agent had been expressly authorized by this Indenture to authenticate, register and deliver Series 2006A Second Lien Bonds, (ii) for effecting purchases and sales of such Series 2006A Second Lien Bonds pursuant hereto and accepting deliveries of Series 2006A Second Lien Bonds, making deliveries of Series 2006A Second Lien Bonds and holding Series 2006A Second Lien Bonds pursuant hereto, and (iii) in the making of draws and accepting notice of reinstatements under the Liquidity Facility, including in the case of clauses (ii) and (iii) the establishment of required trust accounts in the name and on behalf of the Trustee. The foregoing notwithstanding, the Trustee need not appoint a Trustee's Agent for as long as the Trustee shall have an office in New York, New York capable of handling the duties of Trustee's Agent hereunder. Any Trustee's Agent appointed pursuant to this Section shall evidence its acceptance by a certificate filed with the Trustee and the City. For all purposes of this Indenture, the authentication, registration and delivery of Series 2006A Second Lien Bonds by or to any Trustee's Agent pursuant to this Section shall be deemed to be the authentication, registration and delivery of Series 2006A Second Lien Bonds "by or to the Trustee." Such Trustee's Agent shall at all times be a commercial bank having an office in New York, New York, and shall at all times be a corporation organized and doing business under the laws of the United States or of any state with combined capital and surplus of at least \$15,000,000 and authorized under such laws to exercise corporate trust powers and subject to supervision or examination by Federal or state authority. If such corporation publishes reports of condition at least annually pursuant to law or the requirements of such authority, then for the purposes of this Section the combined capital and surplus of such corporation shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. Any Trustee's Agent appointed hereunder shall also be a paying agent for purposes of this Indenture.

Section 7.2 No Responsibility for Recitals. The recitals, statements and representations contained in this Indenture or in the Series 2006A Second Lien Bonds, save only the Trustee's authentication upon the Series 2006A Second Lien Bonds, shall be taken and construed as made by and on the part of the City, and not by the Trustee, and the Trustee does not assume, and shall not have, any responsibility or obligation for the correctness of this Indenture. Nothing contained in this Section 7.2 shall limit the responsibilities of the Trustee expressly set forth in this Indenture.

Section 7.3 Limitations on Liability. The Trustee may execute any of the trusts or powers of this Indenture and perform the duties required under this Indenture by or through attorneys, agents or receivers, and shall be entitled to, and may rely upon, written advice of counsel concerning all matters of trust and duty under this Indenture, and the Trustee shall not be answerable for the negligence or misconduct of any such attorney or agent selected with reasonable care. The Trustee need perform only those duties that are specifically set forth in this Indenture and no others. The Trustee shall not be answerable for the exercise of any discretion or power under this Indenture or for anything whatsoever in connection with the trust created by this Indenture, except only for its own negligence or bad faith. The Trustee shall not be

accountable for the use or application of the proceeds of any of the Series 2006A Second Lien Bonds issued under this Indenture.

Section 7.4 Compensation, Expenses and Advances. The Trustee shall be entitled to reasonable compensation for its services rendered under this Indenture (not limited by any provision of law in regard to the compensation of the Trustee of an express trust) and to reimbursement for its actual out-of-pocket expenses (including the reasonable compensation and the expenses and disbursements of its agents and counsel) reasonably incurred in connection therewith except for such expenses incurred as a result of its negligence or bad faith. The City shall have the right to contest in good faith any fees or expenses of the Trustee without creating a breach under this Indenture. Nothing contained in this Section 7.4 shall limit or restrict the obligations of the Trustee (i) to draw upon the Liquidity Facility at the times and in the manner required under this Indenture or (ii) apply the proceeds of such draws to the payment of the principal of, redemption or purchase price, and interest on the Series 2006A Second Lien Bonds as required in this Indenture and in the Series 2006A Second Lien Bonds.

Section 7.5 Trustee to Maintain Office. If the City has discontinued the use of a book-entry only system, the Trustee shall maintain an office in New York, New York, where Series 2006A Second Lien Bonds bearing interest in a Short Rate may be presented for payment of the principal amount of such Series 2006A Second Lien Bonds upon maturity, redemption or tender.

Section 7.6 Good Faith Reliance. The Trustee in the absence of bad faith on its part shall be protected and shall incur no liability in acting upon any resolution, notice, telegram, request, consent, waiver, certificate, statement, affidavit, voucher, bond, requisition or other paper or document or telephonic notice (where authorized by this Indenture) which it shall believe to be genuine and to have been passed or signed by the proper board, body or person or to have been prepared and furnished pursuant to any of the provisions of this Indenture, or upon the written opinion of any attorney, engineer, accountant or other expert, and the Trustee shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument, but may accept and rely upon the same as conclusive evidence of the truth and accuracy of such statements; provided that the Trustee shall not be so protected if the Trustee has actual knowledge with respect to such matters to the contrary.

Neither the Trustee nor the Remarketing Agent for the Series 2006A Second Lien Bonds shall be bound to recognize any person as a Bondholder of Series 2006A Second Lien Bonds or to take any action at the request of such person unless satisfactory evidence of the ownership of such Series 2006A Second Lien Bond shall be furnished to such entity.

Any request or direction of the City as provided in this Indenture shall be sufficiently evidenced by, and the Trustee may conclusively rely upon, a written instrument from the City signed by the Authorized Officer. As to any fact or circumstance concerning which the Trustee requests verification, the Trustee may conclusively rely upon a certificate signed by the Authorized Officer.

Section 7.7 Dealings in Series 2006A Second Lien Bonds and with City. The Trustee, the Bank, the Bond Insurer and the Remarketing Agent, in their individual capacities, may buy, sell, own, hold and deal in any of the Series 2006A Second Lien Bonds issued under

this Indenture for their own account or that of any other person, and may join in any action which any Bondholder may be entitled to take with like effect as if they did not act in any capacity under this Indenture. The Trustee, the Bank, the Bond Insurer and the Remarketing Agent, in their individual capacities, either as principal or agent, may also engage in or be interested in any financial or other transaction with the City and may act as depository, trustee or agent for any committee or body of Bondholders secured by this Indenture or other obligations of the City as freely as if they did not act in any capacity under this Indenture.

Section 7.8 Resignation of Trustee. The Trustee may resign and be discharged of the trusts created by this Indenture by executing an instrument in writing resigning such trusts and specifying the date when such resignation shall take effect, and filing the same with the City, the Remarketing Agent, the Bond Insurer and the Bank, not less than 45 days before the date specified in such instrument when such resignation shall take effect, and by giving Notice by Mail of such resignation, not less than 21 days prior to such resignation date, to the Owners of Outstanding Series 2006A Second Lien Bonds. Such resignation shall take effect on the day specified in such instrument and notice, but only if (i) a successor Trustee shall have been appointed and shall have accepted the duties of the Trustee as in this Indenture provided, and (ii) the resigning Trustee transfers and assigns the Liquidity Facility, if any, in accordance with its terms to the successor Trustee, in which event such resignation shall take effect immediately upon the appointment of and acceptance by such successor Trustee and the transfer and assignment of the Liquidity Facility. If the successor Trustee shall not have been appointed within a period of 90 days following the giving of such notice, then the Trustee shall be authorized to petition any court of competent jurisdiction to appoint a successor Trustee as provided in Section 7.12 of this Indenture.

Section 7.9 Removal of Trustee. The Trustee may be removed by the City at any time by filing with the Trustee, the Bank, the Bond Insurer and the Remarketing Agent, an instrument or instruments in writing executed by the City, appointing a successor. Such removal shall be effective 30 days (or such longer period as may be set forth in such instrument) after delivery of the instrument; provided that no such removal shall be effective until the successor Trustee appointed under this Indenture shall execute, acknowledge and deliver to the City an instrument accepting such appointment under this Indenture; and provided further, that the Trustee shall transfer and assign the Liquidity Facility in accordance with its terms to the successor Trustee upon such removal.

Section 7.10 Appointment of Successor Trustee. In case at any time the Trustee shall be removed, or be dissolved, or if its property or affairs shall be taken under the control of any state or federal court or administrative body because of insolvency or bankruptcy, or for any other reason, then a vacancy shall immediately and *ipso facto* exist in the office of the Trustee and a successor may be appointed, and in case at any time the Trustee shall resign, then a successor may be appointed by the City, by an instrument authorized by ordinance of the City. After any appointment by the City, it shall cause notice of such appointment to be given to the predecessor Trustee, the successor Trustee, the Bond Insurer, the Remarketing Agent and the Bank, and shall cause Notice by Mail to be given to all Bondholders. No such appointment shall be effective until the successor Trustee shall have accepted such appointment and the predecessor Trustee shall have transferred the Liquidity Facility to the successor Trustee in accordance with its terms.

Section 7.11 Qualifications of Successor Trustee. Every successor Trustee shall be a commercial bank with trust powers or a trust company, other than any issuer of the Liquidity Facility, (a) duly organized under the laws of the United States or any state or territory of the United States, (b) authorized by law to perform all the duties imposed upon it by this Indenture and the laws of the State, and (c) capable of meeting its obligations under this Indenture.

Section 7.12 Judicial Appointment of Successor Trustee. In case at any time the Trustee shall resign and no appointment of a successor Trustee shall be made pursuant to the foregoing provisions of this Indenture prior to the date specified in the notice of resignation as the date when such resignation is to take effect, the retiring Trustee may immediately apply to a court of competent jurisdiction for the appointment of a successor Trustee. Such court may thereupon, after such notice, if any, as it may deem proper and prescribe, appoint a successor Trustee meeting the qualifications set forth in Section 7.11 of this Indenture.

Section 7.13 Acceptance of Trusts by Successor Trustee. In order to evidence the acceptance of the position of Trustee under this Indenture, any successor Trustee appointed under this Indenture shall execute, acknowledge and deliver to the City an instrument accepting such appointment under this Indenture, and thereupon such successor Trustee, without any further act, deed or conveyance, shall become duly vested with all the estates, property, rights, powers, trusts, duties and obligations of its predecessor in the trust under this Indenture, with like effect as if originally named Trustee in this Indenture. Upon request of such Trustee, such predecessor Trustee and the City shall execute and deliver an instrument transferring to such successor Trustee all the estates, property, rights, powers and trusts under this Indenture of such predecessor Trustee and, subject to the provisions of Section 7.4 of this Indenture, such predecessor Trustee shall pay over and deliver to the successor Trustee all moneys and other assets at the time held by it under this Indenture.

Section 7.14 Successor by Merger or Consolidation. Any corporation into which any Trustee under this Indenture may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which any Trustee under this Indenture shall be a party, shall be the successor Trustee under this Indenture, without the execution or filing of any paper or any further act on the part of the parties to this Indenture, anything in this Indenture to the contrary notwithstanding.

Section 7.15 Standard of Care; Action by Trustee. Notwithstanding any other provisions of this Indenture, the Trustee shall exercise such of the rights and powers vested in it by this Indenture and use the same degree of skill and care in its exercise as a prudent person would use and exercise under the circumstances in the conduct of his or her own affairs; provided that the Trustee shall be under no obligation to take any action in respect of the execution or enforcement of any of the trusts created by this Indenture, or to institute, appear in or defend any suit or other proceeding in connection with such execution or enforcement, unless requested in writing so to do by Bondholders of at least a majority in aggregate principal amount of the Series 2006A Second Lien Bonds then Outstanding, and, if in its opinion such action may tend to involve it in expense or liability, unless furnished from time to time as often as it may require, with security and indemnity satisfactory to it; but the foregoing provision is intended only for the protection of the Trustee.

Except as otherwise provided in this Indenture, the Trustee need perform only those duties that are specifically set forth in this Indenture and no others. Nothing in this Section 7.15 shall permit the Trustee to delay the exercise of any mandatory power or direction under this Indenture, including but not limited to, giving of notice of mandatory tender or redemption or drawing upon the Liquidity Facility at the times and in the manner set forth in this Indenture.

Section 7.16 Duties of the Trustee. The Trustee covenants and agrees:

(a) to keep such books and records as shall be consistent with prudent industry practice, and to make such books and records available for inspection by the City at all reasonable times; and

(b) to provide such information and reports to the Authorized Officer and the Bank as shall be reasonably requested in writing by the Authorized Officer or the Bank.

Section 7.17 Remarketing Agent. The City shall appoint a Remarketing Agent for the Series 2006A Second Lien Bonds bearing interest at a Short Rate or Term Rate, subject to the approval of the Initial Bond Insurer, for the purposes and upon the express terms set forth in the Remarketing Agreement. The initial Remarketing Agent is Lehman Brothers.

Upon 30 Business Days' written notice, a Remarketing Agent for the Series 2006A Second Lien Bonds may at any time resign or be removed and be discharged of the duties and obligations created by this Indenture under the terms described in the Remarketing Agreement. In the event of the resignation or removal of a Remarketing Agent, such Remarketing Agent shall pay over, assign and deliver any moneys and Series 2006A Second Lien Bonds held by it in such capacity to its successor or, if there is no successor, to the Trustee.

If the City shall fail to appoint a Remarketing Agent for the Series 2006A Second Lien Bonds, or in the event that a Remarketing Agent shall resign or be removed, or be dissolved, or if the property or affairs of a Remarketing Agent shall be taken under the control of any state or federal court or administrative body because of bankruptcy or insolvency or for any other reason, and the City shall not have appointed its successor as Remarketing Agent, the Trustee shall be deemed to be the Remarketing Agent for such Series 2006A Second Lien Bonds for all purposes of this Indenture until the appointment by the City of and the acceptance of such appointment by a Remarketing Agent or successor Remarketing Agent as the case may be; provided that the Trustee, in its capacity as Remarketing Agent, shall not be required to sell Series 2006A Second Lien Bonds or to calculate the interest rate with respect to the Series 2006A Second Lien Bonds set forth in Section 2.6 of this Indenture.

ARTICLE VIII

AMENDMENTS TO THIS INDENTURE

Section 8.1 Limitations on Amendments to this Indenture. This Indenture shall not be modified or amended in any respect subsequent to the issuance of the Series 2006A Second Lien Bonds except as provided in and in accordance with and subject to the provisions of this Article VIII.

Section 8.2 Amendments Without Bondholder Consent.

(a) The City and the Trustee may, from time to time and at any time, without the consent of or notice to the Bondholders, amend this Indenture as follows:

(i) to cure any formal defect, omission, inconsistency or ambiguity in this Indenture;

(ii) to close this Indenture against, or provide limitations and restrictions in addition to the limitations and restrictions contained in this Indenture on, the issuance of Second Lien Parity Bonds or other evidences of indebtedness;

(iii) to grant to or confer or impose upon the Trustee for the benefit of the Bondholders any additional rights, remedies, powers, authority, security, liabilities or duties which may lawfully be granted, conferred or imposed and which are not contrary to or inconsistent with this Indenture as to heretofore in effect, provided that no such additional liabilities or duties shall be imposed upon the Trustee without its consent;

(iv) to add to the covenants and agreements of, and limitations and restrictions upon the City in this Indenture, other covenants, agreements, limitations and restrictions to be observed by the City which are not contrary to or inconsistent with this Indenture as to this Indenture in effect;

(v) to confirm, as further assurance, any pledge under, and the subjection to any claim, lien or pledge created or to be created by, this Indenture, or of any moneys, securities or funds;

(vi) to authorize a different denomination or denominations of the Series 2006A Second Lien Bonds and to make correlative amendments and modifications to this Indenture regarding exchangeability of Series 2006A Second Lien Bonds of different denominations, redemptions of portions of Series 2006A Second Lien Bonds of particular denominations and similar amendments and modifications of a technical nature;

(vii) to comply with any applicable requirements of the Trust Indenture Act of 1939, as from time to time amended;

(viii) to implement a conversion of the interest rate on all or any portion of the Series 2006A Second Lien Bonds to a new Interest Mode, all as provided herein, including, but not limited to, modifying, amending or supplementing the form of Series 2006A Second Lien Bond to reflect, among other things, a change in the designated title of the Series 2006A Second Lien Bonds, the fixing of an annual rate of interest, the termination of the rights of any Owner of Series 2006A Second Lien Bonds to tender such Series 2006A Second Lien Bonds for purchase, and the fact that the purchase price of, or interest on, the Series 2006A Second

Lien Bonds may no longer be payable from moneys drawn under the Liquidity Facility;

(ix) to amend the Auction Procedures in effect from time to time as authorized by Section 4.5(l) hereof;

(x) to evidence or give effect to, or facilitate, the delivery and administration under this Indenture of a Substitute Liquidity Agreement and a Substitute Liquidity Facility, including, but not limited to, such provisions as are necessary to permit the issuer of such a Substitute Liquidity Agreement to provide credit support relating to payment of principal of and interest on the Series 2006A Second Lien Bonds and a separate issuer of another Substitute Liquidity Agreement to provide liquidity support relating to payment of the purchase price of Series 2006A Second Lien Bonds delivered or deemed delivered hereunder for purchase;

(xi) to evidence or give effect to, or facilitate, the delivery and administration under this Indenture of a Substitute Bond Insurance Policy;

(xii) to evidence or give effect to or facilitate the delivery and administration under this Indenture of a letter of credit, a line of credit, a bond purchase agreement, an insurance policy or any other credit or liquidity device to secure the Series 2006A Second Lien Bonds;

(xiii) to secure or maintain ratings from any Rating Agency in the highest short-term or commercial paper debt rating category, and the highest long-term debt rating category (each without giving effect to numeric or other qualifiers), of such Rating Agency which are available for the Series 2006A Second Lien Bonds, whether or not a Liquidity Facility secures the Series 2006A Second Lien Bonds, which changes will not restrict, limit or reduce the obligation of the City to pay the principal of, premium, if any, and interest on the Series 2006A Second Lien Bonds as provided in this Indenture or otherwise adversely affect the Owners of the Series 2006A Second Lien Bonds under this Indenture;

(xiv) to effect a change in the optional redemption schedule for Series 2006A Second Lien Bonds in a Fixed Mode pursuant to Section 3.10(a)(ii) hereof, or to effect a change in redemption price in accordance with Section 3.10(d) hereof; or

(xv) to modify, alter, amend or supplement this Indenture in any other respect which is not materially adverse to the Bondholders or the Bank and which does not involve a change described in clause (i), (ii) or (iii) of Section 8.3(a) of this Indenture and which, in the judgment of the Trustee (which may rely upon an Opinion of Bond Counsel), is not to the material prejudice of the Trustee.

(b) Before the City and the Trustee shall amend this Indenture pursuant to this Section 8.2, there shall have been delivered to the Trustee an Opinion of Bond Counsel

stating that such amendment is authorized or permitted by this Indenture, complies with the terms of this Indenture, will, upon the adoption of this Indenture, be valid and binding upon the City in accordance with its terms and will not adversely affect the exclusion of interest on any Series 2006A Second Lien Bonds from the gross income of the Owners of Series 2006A Second Lien Bonds for federal income tax purposes under the Code, and the Trustee may rely conclusively upon such opinion as to such matters.

(c) The City shall notify the Bond Insurer of any amendments entered into pursuant to this Section 8.2.

Section 8.3 Amendments with Bondholder Consent.

(a) Except for any amendment adopted pursuant to Section 8.2 of this Indenture, subject to the terms and provisions contained in this Section and not otherwise, the City and the Trustee may, from time to time, with the written consent of the Bond Insurer and the consent of Bondholders of more than 50 percent in aggregate principal amount of the Series 2006A Second Lien Bonds then Outstanding (excluding therefrom any Series 2006A Second Lien Bonds then owned by the City), enter into any Supplemental Indenture deemed necessary or desirable by the City for the purposes of modifying, altering, amending, supplementing or rescinding, in any particular, any of the terms or provisions contained in this Indenture; provided, however, that, unless approved in writing by the Bank and the Bondholders of all the Series 2006A Second Lien Bonds then Outstanding, nothing in this Indenture contained shall permit, or be construed as permitting, (i) a change in the times, amounts or currency of payment of the principal of or interest on any Outstanding Series 2006A Second Lien Bond, a change in the terms of the purchase of this Indenture by the Trustee, or a reduction in the principal amount or redemption price of any such Outstanding Series 2006A Second Lien Bond or the rate of interest on such Series 2006A Second Lien Bonds, or (ii) a preference or priority of any Series 2006A Second Lien Bond or Series 2006A Second Lien Bonds over any other Series 2006A Second Lien Bond or Series 2006A Second Lien Bonds, or (iii) a reduction in the aggregate principal amount of Series 2006A Second Lien Bonds, the consent of the Bondholders of which is required for any such amendment.

(b) If at any time the City shall propose to enter into any Supplemental Indenture for any of the purposes of this Section, the Trustee shall cause notice by mail of the proposed Supplemental Indenture to be given to all Bondholders owning Outstanding Series 2006A Second Lien Bonds. Such notice shall briefly set forth the nature of the proposed Supplemental Indenture and shall state that a copy of this Indenture is on file at the Principal Office of the Trustee for inspection by all Bondholders.

(c) Within six months after the date of the first mailing of such notice, the City and the Trustee may enter into such Supplemental Indenture in substantially the form described in such notice, but only if there shall have first been delivered to the Trustee (i) the required consents, in writing, of the Bondholders, the Bond Insurer and the Bank, and (ii) an Opinion of Bond Counsel stating that such Supplemental Indenture is authorized or permitted by this Indenture, complies with the terms of this Indenture and, upon the execution and delivery of this Indenture, will be valid and binding upon the City in accordance with its terms and will not adversely affect the exclusion of interest on any

Series 2006A Second Lien Bonds entitled to such exclusion from the gross income of the Owners of the Series 2006A Second Lien Bonds for federal income tax purposes under the Code. The Trustee may rely conclusively upon such opinion as to such matters.

(d) If Bondholders of not less than the percentage of the Series 2006A Second Lien Bonds required by this Section shall have consented to and approved the execution and delivery of a Supplemental Indenture as provided in this Indenture, no such Bondholder shall have any right to object to the execution and delivery of such Supplemental Indenture, or to object to any of the terms and provisions contained in such Supplemental Indenture or the operation of such Supplemental Indenture, or in any manner question the propriety of the execution and delivery of such Supplemental Indenture, or to enjoin or restrain the City or the Trustee from executing and delivering the same or from taking any action pursuant to the provisions of such Supplemental Indenture.

(e) Notwithstanding anything herein to the contrary and pursuant to Section 5.10 hereof, the consent of the Bond Insurer to any amendment or Supplemental Indenture described in this Section 8.3 shall be sufficient, and no consent of Bondholders shall be required.

Section 8.4 Effect of Supplemental Indenture. Upon the execution and delivery of any Supplemental Indenture pursuant to the provisions of this Indenture, this Indenture shall be and be deemed to be, modified and amended in accordance therewith, and the respective rights, duties and obligations under this Indenture of the City, the Trustee, the Bank, the Bond Insurer and all Bondholders owning Series 2006A Second Lien Bonds then Outstanding shall thereafter be determined, exercised and enforced under this Indenture subject in all respects to such modifications and amendments.

ARTICLE IX

MISCELLANEOUS

Section 9.1 Defeasance.

(a) If the City shall pay or cause to be paid to the Bondholders of all Outstanding Series 2006A Second Lien Bonds, the principal of and interest to become due on such Series 2006A Second Lien Bonds, at the times and in the manner stipulated in the Series 2006A Second Lien Bonds and in this Indenture, then the pledge of any moneys, securities, funds and property pledged by this Indenture and all other rights granted by this Indenture shall be discharged and satisfied. In such event, the Trustee shall, upon the request of the City, execute and deliver to the City all such instruments as may be desirable to evidence such discharge and satisfaction, and the Trustee shall pay over or deliver all moneys or securities held by it pursuant to this Indenture which are not

required for the payment or redemption of Series 2006A Second Lien Bonds theretofore surrendered for such payment or redemption. If the City shall pay or cause to be paid, or there shall otherwise be paid, to the Bondholders of any Outstanding Series 2006A Second Lien Bonds the principal of, redemption premium, if any, and interest due or to become due on such Series 2006A Second Lien Bonds, at the times and in the manner stipulated in such Series 2006A Second Lien Bonds and in this Indenture, such Series 2006A Second Lien Bonds shall cease to be entitled to any benefit or security under this Indenture and all covenants, agreements and obligations of the City to the Owners of such Series 2006A Second Lien Bonds shall thereupon cease, terminate and become void and be discharged and satisfied.

(b) Outstanding Series 2006A Second Lien Bonds shall, prior to the maturity or redemption date of such Series 2006A Second Lien Bonds, be deemed to have been paid as meant and with the effect expressed in paragraph (a) of this Section if: (i) in case any of said Series 2006A Second Lien Bonds are to be redeemed on any date prior to their maturity, the City shall have given to the Trustee or an escrow agent in form satisfactory to it irrevocable instructions to give as provided in Article IV notice of redemption on said date of such notice, (ii) there shall have been deposited with or held by the Trustee or escrow agent either moneys in an amount which shall be sufficient, or noncallable, nonprepayable Defeasance Obligations the principal of and the interest on which when due will provide moneys which, together with the moneys, if any, deposited with or held by the Trustee or escrow agent at the same time, shall be sufficient to pay when due the principal of, redemption premium, if any, and interest due and to become due on said Series 2006A Second Lien Bonds on and prior to the redemption date or Maturity Date of such Series 2006A Second Lien Bonds, as the case may be, as certified by an independent certified public accountant acceptable to the Trustee or escrow agent provided that such certification may be made by the Trustee, the escrow agent or an investment banking firm in connection with a current refunding, and (iii) in the event any Series 2006A Second Lien Bonds do not mature and are not by their terms subject to redemption with the next succeeding 60 days, the City shall have given the Trustee or escrow agent in form satisfactory to it irrevocable instructions to mail, as soon as practicable, by first class mail, postage prepaid a notice to the Owners of such Series 2006A Second Lien Bonds that the deposit required by (ii) above has been made with the Trustee or escrow agent and that said Series 2006A Second Lien Bonds are deemed to have been paid in accordance with this Section and stating such maturity or redemption date upon which moneys are to be available for the payment of the principal of, redemption premium, if any, and interest on said Series 2006A Second Lien Bonds. Neither Defeasance Obligations nor moneys deposited with the Trustee or escrow agent pursuant to this Section nor principal or interest payments on any such Defeasance Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal of, redemption premium, if any, and interest on said Series 2006A Second Lien Bonds and such Series 2006A Second Lien Bonds not so

defeased shall have no right to such moneys or Defeasance Obligations; but any cash received from such principal or interest payments on such Defeasance Obligations deposited with the Trustee or escrow agent, if not then needed for such purpose, shall to the extent practicable, be reinvested in Defeasance Obligations maturing at times and in amounts sufficient to pay when due the principal of, redemption premium, if any, and interest to become due on said Series 2006A Second Lien Bonds on and prior to such redemption date or Maturity Date of such Series 2006A Second Lien Bonds, as the case may be, and interest earned from such reinvestments shall be paid over to the City free and clear of any trust, lien or pledge, subject to any rights of the Bank under the Liquidity Agreement. If the Outstanding Series 2006A Second Lien Bonds are Variable Rate Bonds, then the interest rate on the Outstanding Series 2006A Second Lien Bonds for purposes of this paragraph shall be deemed to be the Maximum Interest Rate until the applicable redemption date or Maturity Date.

(c) Upon the payment or the provision for payment of the Series 2006A Second Lien Bonds in accordance with this Section 9.1, the Trustee shall return each Liquidity Facility to the Bank which issued such Liquidity Facility.

(d) Nothing in this Indenture shall prohibit any deposit of Defeasance Obligations, as provided in paragraph (b) above, from being subject to a subsequent sale of such Defeasance Obligations and reinvestment of all or a portion of the proceeds of that sale in Defeasance Obligations which, together with money to remain so held in trust with the Trustee or escrow agent, shall be sufficient to provide for the payment of the principal of, redemption premium, if any, and interest on any Series 2006A Second Lien Bonds deemed to have been paid as provided in paragraph (b) above. Amounts held by the Trustee or escrow agent in excess of the amounts needed so to provide for the payment of such Series 2006A Second Lien Bonds may be subject to withdrawal by the City for deposit in the Sewer Revenue Fund.

(e) Notwithstanding anything herein to the contrary, in the event that the principal and/or interest due on the Series 2006A Second Lien Bonds shall be paid by the Insurer pursuant to the Insurance Policy, the Series 2006A Second Lien Bonds shall remain Outstanding for all purposes, not be defeased or otherwise satisfied and not be considered paid by the City, and the assignment and pledge of the Trust Estate and all covenants, agreements and other obligations of the City to the Owners shall continue to exist and shall run to the benefit of the Insurer and the Insurer shall be subrogated to the rights of such Owners.

(f) Any defeasance made pursuant to this Section 9.1 must be consented to by the Initial Bond Insurer unless the Initial Bond Insurer is provided with the certification set forth in Section 9.1(b)(ii) above and an Opinion of Counsel that all conditions precedent to the satisfaction and discharge of this Indenture with respect to the Series 2006A Second Lien Bonds being so defeased have been met.

(g) Any Series 2006A Second Lien Bonds tendered subsequent to the date of defeasance thereof shall be cancelled and the tender price therefor shall be paid from the amount deposited pursuant to Section 9.1(b) above.

(h) There shall be no defeasance of Series 2006A Second Lien Bonds unless all amounts owed to the Initial Bond Insurer have been paid.

Section 9.2 Parties in Interest. Except as otherwise specifically provided in this Indenture, nothing express or implied in this Indenture is intended or shall be construed to confer upon any person, firm or corporation other than the City, the Bank, the Bond Insurer, the Trustee and the Bondholders any right, remedy or claim under or by reason of this Indenture, this Indenture being intended to be for the sole and exclusive benefit of the City, the Bank, the Bond Insurer, the Trustee and the Bondholders.

Section 9.3 Severability. In case any one or more of the provisions of this Indenture or of the Series 2006A Second Lien Bonds issued under this Indenture shall, for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Indenture or such Series 2006A Second Lien Bonds, and this Indenture and such Series 2006A Second Lien Bonds shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained in this Indenture or such Series 2006A Second Lien Bonds.

Section 9.4 No Personal Liability of Officials of City. No covenant or agreement contained in the Series 2006A Second Lien Bonds or in this Indenture shall be deemed to be the covenant or agreement of any official, officer, agent or employee of the City in his or her individual capacity, and neither the members of the City Council nor any official executing the Series 2006A Second Lien Bonds shall be liable personally on the Series 2006A Second Lien Bonds, the Bank Obligation, the Indenture, the Remarketing Agreement or the Liquidity Agreement or be subject to any personal liability or accountability by reason of the issuance of the Series 2006A Second Lien Bonds or the execution and delivery of the Series 2006A Second Lien Bonds, the Bank Obligation, this Indenture, the Remarketing Agreement or the Liquidity Agreement.

Section 9.5 Counterparts. This Indenture may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Indenture.

Section 9.6 Governing Law. The laws of the State shall govern the construction and enforcement of this Indenture and of all Series 2006A Second Lien Bonds issued under this Indenture.

Section 9.7 Notices.

(a) Except as otherwise provided in this Indenture, all notices, certificates, requests, requisitions or other communications by the City, the Trustee, the Remarketing Agent, the Bond Insurer, or the Bank pursuant to this Indenture shall be in writing and shall be sufficiently given and shall be deemed given when mailed by registered mail, postage prepaid, addressed as follows: if to the City, at the Office of the City Comptroller, Department of Finance, 33 North LaSalle Street, 6th Floor, Chicago, Illinois 60602, Attention: City Comptroller; if to the Trustee, at One West Monroe Street, Chicago, Illinois 60603, Attention: Corporate Trust Department; if to the Remarketing Agent, other than with respect to tenders, at the address designated to the City by the Remarketing Agent and, with respect to tenders, at such other or similar address as shall be designated to the City by the Remarketing Agent; if to the Bank, at the address designated to the City in the Liquidity Agreement to which it is a party; and if to the Initial Bond Insurer, at 113 King Street, Armonk, New York 10504, Attention: Insured Portfolio Management. Any of the foregoing may, by notice given under this Indenture to each of the others, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent under this Indenture, including without limitation, telephonic, facsimile or other similar forms of notice.

(b) The City promptly shall give notice of (i) the designation of any successor Trustee, (ii) the termination, expiration or extension of any Liquidity Facility, (iii) any intention to deliver an Substitute Liquidity Facility as provided in Section 5.6 of this Indenture, (iv) any proposed amendment to this Indenture, (v) any amendment to a Liquidity Facility, Liquidity Agreement or Remarketing Agreement which, in the opinion of the City or the Trustee is deemed to be a material change, (vi) any replacement of a Remarketing Agent, (vii) any redemption or purchase for cancellation of all the Series 2006A Second Lien Bonds or (viii) any change in the Interest Rate Determination Method for the Series 2006A Second Lien Bonds (or Sub-series, if applicable) directly to: Moody's Investors Service, 99 Church Street, New York, New York 10007, Attention: Public Finance Department -- Structured Finance Group, to Standard & Poor's Ratings Services, Attention: Municipal Department, 55 Water Street, New York, New York 10041, and to Fitch, One State Street Plaza, New York, New York 10004, or to such other address as shall be provided to the City for such notice.

Section 9.8 Business Days and Times. If the date for making any payment or the last date for performance of any act or the exercising of any right, as provided in this Indenture, shall not be a Business Day, such payment may be made or act performed or right exercised on the next succeeding Business Day, with the same force and effect as if done on the nominal date provided in this Indenture, and no interest shall accrue for the period after such nominal date.

Section 9.9 Partial Invalidity. If any section, paragraph, clause or provision of this Indenture shall be held invalid, the invalidity of such section, paragraph, clause or provisions shall not affect any of the other provisions of this Indenture.

Section 9.10 References to Bank Ineffective During Certain Periods. During any period of time in which (a) a Liquidity Facility or Substitute Liquidity Facility is not in effect and (b) no Bank Obligations are owed to the Bank under the Liquidity Agreement, references in this Indenture to the Bank shall be ineffective.

IN WITNESS WHEREOF, the City of Chicago has caused this Indenture to be executed by its City Comptroller, attested by its City Clerk or its Deputy City Clerk and its corporate seal to be affixed to this Indenture; and Trustee, as Trustee, has caused this Indenture to be executed by one of its Authorized Signatories, attested by one of its Authorized Signatories and its corporate seal to be affixed to this Indenture, all as of the day and year first above written.

[Seal]

CITY OF CHICAGO

Attest:

City Clerk

City Comptroller

[Seal]

**[TRUSTEE],
as Trustee**

Attest:

Title: _____

Title: Authorized Officer

(Sub)Exhibit "A" referred to in this Trust Indenture -- Series 2006A Bonds reads as follows:

(Sub)Exhibit "A".
(To Trust Indenture -- Series 2006A Bonds).

Form Of Series 2006A Second Lien Bond.

A. **Forms Generally.** The Series 2006A Second Lien Bonds, the Certificate of Authentication and the Form of Assignment to be printed on each of the Series 2006A Second Lien Bonds shall be substantially in the forms set forth in this (Sub)Exhibit A with such appropriate insertions, omissions, substitutions and other variations as are permitted or required by this Indenture and may have such letters, numbers or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an Opinion of Bond Counsel) thereon as may, consistently herewith, be established by the City or determined by the officers executing such Series 2006A Second Lien Bonds as evidenced by their execution of this Indenture. Any portion of the text of any Series 2006A Second Lien Bonds may be set forth on the reverse of such Series 2006A Second Lien Bond, with an appropriate reference to this Indenture on the face of the Series 2006A Second Lien Bond.

The definitive Series 2006A Second Lien Bonds shall be printed, lithographed, typewritten or engraved, produced by any combination of these methods, or produced in any other similar manner, all as determined by the officers executing such Series 2006A Second Lien Bonds as evidenced by their execution of this Indenture, but any temporary Series 2006A Second Lien Bond may be typewritten or photocopied or otherwise reproduced.

B. **Form Of Series 2006 Second Lien Bond.**

(Front Side)

Registered
Number _____

Principal Amount
\$ _____

Principal Amount

United States Of America

State Of Illinois

City Of Chicago

Second Lien Wastewater Transmission
Variable Rate Revenue Bond,
Series 2006A.

Maturity Date	Interest Rate (Fixed Rate Only)	Date Of Original Issue	C.U.S.I.P. Number	Initial Interest Mode Weekly Mode
January 1, _____	_____%	_____, 2006	_____	

Registered Owner:

Principal Amount:

The City of Chicago (the "City") by this Series 2006A Second Lien Bond acknowledges itself to owe and, for value received, by this Indenture promises to pay to the Registered Owner (named above) or registered assigns (such Registered Owner or assigns being referred to in this Series 2006A Second Lien Bond as the Bondholder), on the Maturity Date (identified above), unless this Series 2006A Second Lien Bond shall have been previously called for redemption and payment of the redemption price made or provided for, or if purchased as provided in this Series 2006A Second Lien Bond and in the Indenture (as defined below), upon the presentation and surrender of this Series 2006A Second Lien Bond as set forth below, the Principal Amount (stated above) and interest on said Principal Amount from and including the Date of Original Issue (identified above) until payment of said Principal Amount or redemption price has been made or duly provided for at the rates and on the dates set forth in this Series 2006A Second Lien Bond. This Series 2006A Second Lien Bond, or a portion of this Series 2006A Second Lien Bond, shall be purchased on the demand of the Bondholder as described below. The principal and redemption price of this Series 2006A Second Lien Bond are payable at the Principal Office of [Trustee], in the City of Chicago, Illinois, or its successors or assigns, as Trustee (the "Trustee"). The interest so payable on any Interest Payment Date (as defined below) will, subject to certain exceptions provided in the Indenture, be paid to the person in whose name this Series 2006A Second Lien Bond is registered at the close of business on the Record Date (as defined below) preceding such Interest Payment Date. Interest on this Series

2006A Second Lien Bond is payable by the Trustee in the manner provided in the Indenture.

Reference is made by this Series 2006A Second Lien Bond to the further provisions of this Series 2006A Second Lien Bond set forth on the reverse of this Series 2006A Second Lien Bond and such further provisions shall for all purposes have the same effect as if set forth at this place.

It is by this Series 2006A Second Lien Bond certified, recited and declared that all acts, conditions and things required by the Constitution and laws of the State to exist, to have happened and to have been performed, precedent to and in the execution and delivery of the Indenture and the issuance of this Series 2006A Second Lien Bond, do exist, have happened and have been performed in regular and due form and time as required by law.

In Witness Whereof, The City of Chicago has caused the seal of that City to be impressed or reproduced on this Series 2006A Second Lien Bond and this Series 2006A Second Lien Bond to be signed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the City Clerk or Deputy City Clerk.

City of Chicago

(Manual or facsimile signature)
Mayor

[Seal]

Attest:

(Manual or facsimile signature)
City Clerk

Dated: _____

Certificate Of Authentication.

This is to certify that this Series 2006A Second Lien Bond is one of the Series 2006A Second Lien Bonds described in the within mentioned Indenture.

[Trustee],
as Trustee

By: _____
Authorized Signature

Date: _____

(D.T.C. Legend)

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("D.T.C.") to the issuer or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of (D.T.C.) (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of D.T.C.), any transfer, pledge, or other use of this Indenture for value or otherwise by or to any person is wrongful inasmuch as the registered owner of this Indenture, Cede & Co., has an interest in this Indenture.

(Form Of Series 2006A Second Lien Bond -- Reverse Side)

1. Authorization.

This Series 2006A Second Lien Bond is one of the duly authorized Second Lien Wastewater Transmission Variable Rate Revenue Bonds, Series 2006A, of the City of Chicago (the "Series 2006A Second Lien Bonds"), issued under and pursuant to the City's powers as a home rule unit under Article VII of the Illinois Constitution of 1970, a Trust Indenture dated as of _____ 1, 2006, from the City of the Trustee (the "Indenture"), for the purposes of (a) paying Project Costs, (b) refunding certain Outstanding Senior Lien and Second Lien Wastewater Revenue Bonds of the City, and (c) paying Costs of Issuance of the Series 2006A Second Lien Bonds, including costs of acquiring a Debt Service Reserve Account Credit Instrument, the premium for the Initial Bond Insurance Policy and certain fees relating to the Liquidity Facility.

2. Definitions.

Any term used but not defined in this Series 2006A Second Lien Bond shall have the same meaning as set forth in the Indenture.

3. Source Of Payments.

The City has caused to be delivered to the Trustee Standby Bond Purchase Agreement (the "Liquidity Facility") of _____ (the "Bank") in its capacity as issuer of the Liquidity Facility, its successors in such capacity and its assigns, which Liquidity Facility will expire by its terms at the close of business of the Bank on _____ 2011. The Trustee shall be entitled under the Liquidity Facility to draw up to (a) an amount sufficient to enable the Trustee to pay the purchase price or the portion of the purchase price equal to the principal amount of the Series 2006A Second Lien Bonds delivered to it for purchase, plus (b) an amount not less than thirty-four (34) days interest on the Series 2006A Second Lien Bonds (calculated at the rate of _____ percent per annum) to enable the Trustee to pay the portion of the purchase price of the Series 2006A Second Lien Bonds delivered to it equal to the accrued interest, if any, on such Series 2006A Second Lien Bonds. The City may, upon the conditions specified in the Indenture, provide for the delivery to the Trustee of a Substitute Liquidity Facility, and upon conversion of the Interest Rate on any Series 2006A Second Lien Bonds to a Fixed Rate or ARS Rate such Series 2006A Second Lien Bonds shall not be secured by a Liquidity Facility. Under certain circumstances described in the Bond Indenture, no Liquidity Facility may be required with respect to Series 2006A Second Lien Bonds

The Series 2006A Second Lien Bonds are legal, valid and binding limited obligations of the City having a claim for payment of principal, redemption premium and interest solely from certain monies and securities held by the Trustee under the provisions of the Indenture and together with any other Second Lien Bonds Outstanding, from Second Lien Bond Revenues and from amounts on deposit in the Second Lien Construction Accounts, and are valid claims of their owners only against the monies and securities held by the Trustee with respect to the Series 2006A Second Lien Bonds and against Second Lien Bond Revenues and amounts on deposit in the Second Lien Construction Accounts, all on an equal and ratable basis with any Second Lien Bonds which may be issued and Outstanding from time to time. The Series 2006A Second Lien Bonds and the interest on them do not constitute an indebtedness of the City within the meaning of any constitutional or statutory provision or limitation as to indebtedness and shall have no claim to be paid from taxes of the City.

4. Payments.

The principal of and premium, if any, on Series 2006A Second Lien Bonds bearing interest at the Bank Rate, a Short Rate or an ARS Rate shall be payable at the Principal Office of the Trustee, upon presentation and surrender of such Series 2006A Second Lien Bonds. The principal of and premium, if any, on Series 2006A Second Lien Bonds bearing interest at a Fixed Rate, Flexible Rate or Term Rate shall be payable at the Principal Office of the Trustee or, at the option of the Owner, at the Principal Office of any paying agent, if any, named in any such Series 2006A Second Lien Bond, upon presentation and surrender of such Series 2006A Second Lien Bonds.

Any payment of the purchase price of a Tendered Bond shall be payable at the Principal Office of the Trustee's Agent (or at such other office as may be designated by the Trustee), upon presentation and surrender of such Tendered Bond as hereinafter described.

Interest on Series 2006A Second Lien Bonds bearing interest at a Weekly Rate, an ARS Rate, a Term Rate or a Fixed Rate shall be paid by check mailed on the Interest Payment Date to the person appearing on the bond register as the Owner thereof as of the close of business of the Trustee on the Record Date at the address of such Owner as it appears on the bond register or at such other address as is furnished to the Trustee in writing by such Owner not later than the Record Date. Payment of interest on Series 2006A Second Lien Bonds bearing interest at a Flexible Rate shall be made to the person appearing on the bond register as the Owner thereof as of the close of business of the Trustee on the Record Date, upon presentation and surrender of such Series 2006A Second Lien Bonds at the Principal Office of the Trustee on the applicable Interest Payment Date. Payment of interest on any Series 2006A Second Lien Bond shall be made to the Owner of One Million Dollars (\$1,000,000) or more in aggregate principal amount of Series 2006A Second Lien Bonds as of the close of business of the Trustee on the Record Date for a particular Interest Payment Date by wire transfer to such Owner on such Interest Payment Date upon written notice from such Owner containing the wire transfer address within the United States to which such Owner wishes to have such wire directed, which written notice is received not later than the Business Day next preceding the Record Date; provided that such wire transfer shall only be made for Series 2006A Second Lien Bonds bearing interest at a Flexible Rate upon presentation and surrender of such Series 2006A Second Lien Bonds at the Principal Office of the Trustee on the applicable Interest Payment Date. Payment of interest on Bank Bonds shall be made to the Bank by wire transfer on each Interest Payment Date at the wire transfer address specified in the Liquidity Facility (or such other wire transfer address as is specified by the Bank in writing from time to time).

Interest accrued on the Series 2006A Second Lien Bonds during each Rate Period shall be paid in arrears on each Interest Payment Date. Interest on the Series 2006A Second Lien Bonds shall be computed (i) during any Short Mode upon the basis of a three hundred sixty-five (365) or three hundred sixty-six (366), day year, as applicable, for the number of days actually elapsed, (ii) during any Term Rate Mode or Fixed Mode, upon the basis of a three hundred sixty (360) day year consisting of twelve (12) thirty (30) day months, (iii) during an Auction Rate Mode, (x) for Auction Periods other than Special Auction Periods of more than one hundred eighty (180) days, upon the basis of a three hundred sixty (360) day year and the actual number of days elapsed, and (y) for Special Auction Periods of more than one hundred eighty (180) days, upon the basis of a three hundred sixty (360) day year consisting of twelve (12) thirty (30) day months, and (iv) with respect to Bank Bonds, upon the basis of a three hundred sixty (360) day year and the actual number of days elapsed.

5. Interest Rates.

The Series 2006A Second Lien Bonds shall bear interest at the Weekly Rate as provided in the Indenture until and unless any portion thereof is converted to a different Interest Mode as provided in the Indenture.

6. Weekly Mode.

The Remarketing Agent will determine, and is required to give electronic or telephonic notice (confirmed by telecopy) to the Trustee of, the Weekly Rate in the manner set forth in the Indenture. Except on an Adjustment Date, in the event that the Weekly Rate is not determined by the Remarketing Agent on a Rate Determination Date, the rate of interest borne by the Series 2006A Second Lien Bonds bearing interest at a Weekly Rate shall be equal to the BMA Municipal Index until the Remarketing Agent next determines the Weekly Rate as required under the Indenture.

7. Auction Rate Mode.

The Auction Rate for each Auction Period, other than the initial Auction Period, shall result from implementation of the Auction Procedures set forth in the Indenture; provided, however, that, if the Auction Agent shall have failed to determine, or for any reason fails to timely provide the Auction Rate for any Auction Period the ARS Rate for such Auction Period shall be the No Auction Rate determined for such Auction Period; provided, further, that if the City has failed to pay principal or interest on any ARS Bond when due and a failure of the Bond Insurer to pay when due a claim properly made under the Bond Insurance Policy (a "Payment Default") shall have occurred, the ARS Rate for the Auction Period during which such Payment Default shall have occurred and each Auction Period thereafter commencing prior to two (2) Business Days after the date on which the Payment Default shall have ceased to continue, shall be the Default Auction Rate for such Auction Period; and provided, further, in the event of a failed conversion from an Auction Rate Mode to any other Interest Mode or a failed conversion from one Auction Period to another Auction Period the affected ARS Bonds will continue as ARS Bonds with a seven (7) day Auction Period and bear interest at the Maximum ARS Rate for the next Auction Period.

8. Flexible Mode.

The Remarketing Agent will determine, and is required to give electronic or telephonic notice (confirmed by telecopy) to the Trustee of, the duration of the Rate Period and the Flexible Rate in the manner set forth in the Indenture. Except on an Adjustment Date, in the event that the Flexible Rate for any Series 2006A Second Lien Bond is not determined by the Remarketing Agent on any Rate Determination Date, such Series 2006A Second Lien Bond shall bear interest at a Flexible Rate equal to the

BMA Municipal Index for a Rate Period of the shortest possible duration until the Remarketing Agent next determines the Flexible Rate in accordance with the procedures set forth in the Indenture.

9. Term Rate Mode.

The Remarketing Agent will determine, and is required to give electronic or telephonic notice (confirmed by telecopy) to the Trustee of, the duration of the Rate Period and the Term Rate in the manner set forth in the Indenture. Except on an Adjustment Date, in the event that the Term Rate for any Series 2006A Second Lien Bond is not determined by the Remarketing Agent on any Rate Determination Date, such Series 2006A Second Lien Bond shall bear interest at a Term Rate equal to the Term Rate for the immediately preceding Rate Period. No Rate Period in the Term Rate Mode may extend beyond the applicable Maturity Date.

10. Fixed Mode.

From and after the Fixed Rate Conversion Date for a Series 2006A Second Lien Bond, such Series 2006A Second Lien Bond shall bear interest at the Fixed Rate with respect thereto established as provided below under "Conversion to a Fixed Rate".

11. Bank Rate.

Each Bank Bond shall bear interest at the Bank Rate.

12. Maximum Interest Rate.

At no time shall the Series 2006A Second Lien Bonds (including Bank Bonds) bear interest at a rate higher than the Maximum Interest Rate, and at no time shall Series 2006A Second Lien Bonds entitled to the benefit of a Liquidity Facility bear interest at a rate higher than the Interest Coverage Rate.

13. Purchase On Demand Date.

While a Series 2006A Second Lien Bond (other than a Bank Bond) bears interest at a Weekly Rate, such Series 2006A Second Lien Bond (or portion thereof in an Authorized Denomination) shall be purchased on a Demand Date therefor upon the demand of the Owner thereof, at a purchase price equal to one hundred percent (100%) of the principal amount thereof plus accrued interest, if any, to such Demand Date, upon irrevocable written notice (which may be given by telecopy) to the Trustee's Agent and the Remarketing Agent, which notice must be received by the Trustee's

Agent and the Remarketing Agent not later than 4:00 P.M. Chicago time, on a Business Day in order to be effective on that day. Any notice received after 4:00 P.M., Chicago time, on a Business Day shall be deemed given on the next succeeding Business Day. Such notice must specify (i) the principal amount and number of such Series 2006A Second Lien Bond, the name and the address of such Owner and the taxpayer identification number, if any, of such Owner, and (ii) the Demand Date on which such Series 2006A Second Lien Bond is to be purchased.

14. Purchase On Notice Of Certain Events Of Default Under Liquidity Agreement While Liquidity Facility Is Required; Notice Of Special Liquidity Default.

During the period a Liquidity Facility is required by the Indenture, the Series 2006A Second Lien Bonds (other than Bank Bonds and Series 2006A Second Lien Bonds bearing interest at an ARS Rate or a Fixed Rate) are subject to mandatory tender by the Owners thereof to the Trustee when the Trustee gives immediate notice to the Owners of such Series 2006A Second Lien Bonds and the Remarketing Agent (with a copy to the Bond Insurer) of the occurrence and continuation of a Liquidity Agreement Default. In such case, the Owner of any such Series 2006A Second Lien Bond required to be purchased may not elect to retain its Series 2006A Second Lien Bond, and by the acceptance of such Series 2006A Second Lien Bond shall be deemed to have agreed to deliver such Series 2006A Second Lien Bond to the Trustee on the date specified pursuant to the Indenture.

Upon receipt by the Trustee of a written notice from the Bank of the occurrence of a Special Liquidity Default under the Liquidity Agreement, the Trustee shall give immediate notice thereof to the Owners of all the Series 2006A Second Lien Bonds and the Remarketing Agent (with a copy to the Bond Insurer), which notice shall state that (i) there will be no mandatory purchase of the Series 2006A Second Lien Bonds as a result of such Special Liquidity Default, (ii) the Series 2006A Second Lien Bonds will no longer be entitled to the benefits of a Liquidity Facility and (iii) all rights granted to Owners to tender the Series 2006A Second Lien Bonds for purchase pursuant to the Indenture are suspended until such time as the Trustee shall give immediate notice to such Owners that the Special Liquidity Default is cured and the obligation of the Bank to purchase Series 2006A Second Lien Bonds pursuant to the Liquidity Facility has been reinstated or that a Substitute Liquidity Facility is in place. If immediate notice of a mandatory tender has been given due to receipt by the Trustee of written notice from the Bank of the occurrence of a Liquidity Agreement Default but a Special Liquidity Default occurs prior to the mandatory tender date, the Series 2006A Second Lien Bonds (other than Bank Bonds and Series 2006A Second Lien Bonds bearing interest at an ARS Rate or a Fixed Rate) shall not be subject to mandatory tender on such date.

15. Purchase While Series 2006A Second Lien Bonds Bear Flexible Rate.

While any Series 2006A Second Lien Bond (other than a Bank Bond) bears interest at a Flexible Rate, such Series 2006A Second Lien Bond shall be purchased on each

Rate Change Date for such Series 2006A Second Lien Bond, other than the Rate Change Date which is the first day of a Flexible Mode applicable to such Series 2006A Second Lien Bond, and on the Adjustment Date immediately following the last day of the Flexible Mode at a purchase price equal to one hundred percent (100%) of the principal amount thereof. The Owner of such Series 2006A Second Lien Bond may not elect to retain its Series 2006A Second Lien Bond, and by acceptance of such Series 2006A Second Lien Bond, shall be deemed to have agreed to deliver such Series 2006A Second Lien Bond to the Trustee on the date specified pursuant to the Indenture.

16. Purchase Prior To Stated Termination Date When Required Substitute Liquidity Facility Not In Place; Purchase Prior To Liquidity Substitution Date; Purchase Prior To Liquidity Facility Cancellation Date; Purchase Prior To Bond Insurance Substitution Date.

During the period a Liquidity Facility is required under the Indenture, all Series 2006A Second Lien Bonds (other than Bank Bonds and Series 2006A Second Lien Bonds bearing interest at an ARS Rate or a Fixed Rate) shall be purchased (a) on the Business Day prior to each Stated Termination Date of the Liquidity Facility, and (b) on the Liquidity Substitution Date. If a Liquidity Facility is no longer required pursuant to the Indenture, all Series 2006A Second Lien Bonds (other than Bank Bonds and Series 2006A Second Lien Bonds bearing interest at an ARS Rate or a Fixed Rate) shall be purchased on the Business Day prior to the Liquidity Facility Cancellation Date. All Series 2006A Second Lien Bonds (other than Bank Bonds and Series 2006A Second Lien Bonds bearing interest at an ARS Rate or a Fixed Rate) shall be purchased on the Bond Insurance Substitution Date, provided that if no Liquidity Facility is in effect in any Interest Mode, other than the Weekly Mode, and the Bond Insurer has waived the rating requirement, then such tender shall only occur if the Remarketing Agent has successfully remarketed all of the Series 2006A Second Lien Bonds subject to such mandatory tender. If not all the Series 2006A Second Lien Bonds are successfully remarketed, then such mandatory tender shall be cancelled, and all the Series 2006A Second Lien Bonds shall be returned to their respective Owner. A purchase of Series 2006A Second Lien Bonds pursuant to this paragraph shall be at a purchase price for each such Series 2006A Second Lien Bond equal to the principal amount thereof plus accrued interest, if any, to the purchase date. The Owner of such Series 2006A Second Lien Bond may not elect to retain its Series 2006A Second Lien Bond, and by acceptance of such Series 2006A Second Lien Bond, shall be deemed to have agreed to deliver such Series 2006A Second Lien Bond to the Trustee on the date specified pursuant to the Indenture.

17. Purchase On Adjustment Date.

On each Adjustment Date with respect to a Series 2006A Second Lien Bond (other than a Bank Bond), including, without limitation, a proposed Fixed Rate Conversion Date or a Substitute Adjustment Date, such Series 2006A Second Lien Bond shall be purchased at a purchase price equal to one hundred percent (100%) of the principal

amount thereof, except that a Series 2006A Second Lien Bond which is to be purchased on an Adjustment Date which immediately follows the last day of a Flexible Mode shall be purchased as described under "Purchase While Series 2006A Second Lien Bonds Bear Flexible Rate" above. The Owner of such Series 2006A Second Lien Bond may not elect to retain its Series 2006A Second Lien Bond, and by acceptance of such Series 2006A Second Lien Bond, shall be deemed to have agreed to deliver such Series 2006A Second Lien Bond to the Trustee on the date specified pursuant to the Indenture.

18. Payment Of Purchase Price.

Series 2006A Second Lien Bonds remarketed by the Remarketing Agent shall be delivered by the Trustee or the Trustee's Agent as directed by the Remarketing Agent by 11:00 A.M., Chicago time, on the date of purchase against payment therefor. The proceeds of sale by the Remarketing Agent shall be delivered to the Trustee by 11:00 A.M.; Chicago time, on the date of purchase. The Trustee's Agent shall pay the purchase price of each Tendered Bond from the sources specified in the Indenture, to the Owner thereof by 1:30 P.M., Chicago time, on the purchase date; provided that the Trustee's Agent shall have confirmed that such Owner has delivered such Tendered Bond (with any necessary endorsements) to the Principal Office of the Trustee's Agent no later than 12:00 Noon, Chicago time, on such date.

In the event that sufficient monies are on deposit with the Trustee to pay the applicable purchase price of any Tendered Bond, such Tendered Bond will be deemed to have been purchased whether or not delivered by the Owner thereof on the date such Tendered Bond is to be purchased. In the event any such purchased Tendered Bond is not so delivered, the City will execute and the Trustee will authenticate and deliver a replacement Series 2006A Second Lien Bond of like date, Maturity Date and denomination as the Tendered Bond and bearing a number, not contemporaneously outstanding.

19. Purchase Price Of Bank Bonds.

The purchase price of remarketed Bank Bonds shall be one hundred percent (100%) of the principal amount thereof plus accrued interest, if any, at the Bank Variable Rate through the Sale Date.

20. No Remarketing After Certain Breaches.

Unless directed to do so in writing by the City and the Bond Insurer, there shall be no remarketing of Tendered Bonds during the period when there is no Liquidity Facility in effect when such Liquidity Facility is required pursuant to the Indenture. Unless directed not to do so in writing by the City and the Bond Insurer, the

Remarketing Agent shall use all reasonable efforts to remarket the Tendered Bonds if there shall have occurred and be continuing a breach under the Indenture of which an authorized officer of the Remarketing Agent or an authorized officer of the Trustee has actual knowledge. In addition, the Remarketing Agent shall be under no obligation to remarket Series 2006A Second Lien Bonds upon the occurrence and continuance of a Special Liquidity Default or a Liquidity Agreement Default under the Indenture.

21. Conversions.

The City may designate a different Interest Mode with respect to any Series 2006A Second Lien Bond (a) during a Flexible Mode or Term Rate Mode on any Rate Change Date, (b) during a Weekly Mode on any Business Day and (c) during an Auction Rate Mode on the last Interest Payment Date for the Auction Period, upon compliance with the Indenture.

In the event that the Remarketing Agent does not determine the interest rate applicable to the initial Rate Period during a new Interest Mode with respect to any Series 2006A Second Lien Bond or if any relevant opinion required is not delivered, the immediately succeeding Interest Mode with respect to the Series 2006A Second Lien Bonds in the Interest Mode then ending shall be determined as provided in the Indenture.

22. Designation Of Substitute Adjustment Date.

The City may designate a Substitute Adjustment Date or any Bank Bonds (provided that such Bank Bonds shall continue to bear interest at the Bank Rate as long as they remain Bank Bonds), with Bond Insurer Approval and Bank Approval, on any Business Day. The Substitute Adjustment Date shall be the next succeeding Adjustment Date for such Series 2006A Second Lien Bonds for all purposes of the Indenture.

23. Term Rate Conversion Or Fixed Rate Conversion.

On any Rate Change Date during a Flexible Mode, on any Business Day during a Weekly Mode, or on the last Interest Payment Date during an Auction Rate Mode, the interest rate to be borne by all or any portion of the Series 2006A Second Lien Bonds in such Interest Mode may be converted to a Term Rate or a Fixed Rate, and such Series 2006A Second Lien Bonds so converted shall thereafter bear interest at such Term Rate or Fixed Rate until payment of the principal or redemption price thereof shall have been made or provided for in accordance with the provisions of the Indenture.

If the conversion of the interest rate of any Series 2006A Second Lien Bond does not occur for any reason, including in the event that any condition precedent to the Term Rate Conversion or Fixed Rate Conversion shall not occur, such Series 2006A

Second Lien Bonds shall bear interest from and after the proposed Term Rate Conversion Date or Fixed Rate Conversion Date as provided in the Indenture.

24. Effect Of Notices.

Any notice mailed as provided herein shall be conclusively presumed to have been given, whether or not the Owner of Series 2006A Second Lien Bonds receives the notice.

25. Redemption.

The Series 2006A Second Lien Bonds shall be subject to redemption prior to their Maturity Date in the amounts, at the times and in the manner provided below.

(a) Optional Redemption.

- (i) Series 2006A Second Lien Bonds in a Weekly Mode shall be subject to redemption prior to their Maturity Date at the option of the City, in whole or in part (and, if in part, in an Authorized Denomination) on any Business Day during such Weekly Mode at a redemption price equal to one hundred percent (100%) of the principal amount thereof plus accrued interest, if any, to the redemption date.
- (ii) Series 2006A Second Lien Bonds in the Term Rate Mode or Fixed Mode shall be subject to redemption prior to their Maturity Date at the option of the City, in whole or in part (and, if in part, in an Authorized Denomination) on any Business Day after the No-Call Period described below, at the following redemption prices (expressed as percentages of the principal amount of the Series 2006A Second Lien Bond called for redemption) plus accrued interest, if any, to the redemption date:

Term Of Maturity	No Call Period	Redemption Price
greater than ___ years	___ years from the Fixed Rate Conversion Date	___ %, declining ___ % per twelve (12) months to 100%
less than or equal to ___ years and greater than ___ years	until ___ years prior to the Maturity Date	one hundred percent (100%)
less than or equal to four (4) years	term to the Maturity Date	not subject to optional redemption

The City may deliver to the Trustee an alternative redemption schedule to the schedule shown above, if the City delivers to the Bond Insurer and the Trustee an Opinion of Bond Counsel to the effect that the alternative schedule of redemption will not adversely affect the validity and enforceability of the Series 2006A Second Lien Bonds in accordance with their terms, and will not have an adverse effect on any exclusion from gross income of the interest thereon for federal income tax purposes. Series 2006A Second Lien Bonds which commence bearing interest at a Fixed Rate on or after the delivery of such alternative schedule and Opinion of Bond Counsel shall be subject to redemption in accordance with the provisions of such alternative schedule.

- (iii) Series 2006A Second Lien Bonds bearing interest at an ARS Rate shall be subject to optional redemption prior to their Maturity Date at the option of the City, in whole or in part (and, if in part, in an Authorized Denomination) on the Business Day immediately succeeding any Auction Date, at a redemption price equal to one hundred percent (100%) of the principal amount thereof, plus accrued interest, if any, to the redemption date.
 - (iv) Series 2006A Second Lien Bonds bearing interest at a Flexible Rate shall be subject to optional redemption prior to their Maturity Date at the option of the City, in whole or in part (and, if in part, in an Authorized Denomination) on any Rate Change Date therefor, at a redemption price equal to one hundred percent (100%) of the principal amount thereof plus accrued interest, if any, to the redemption date.
- (b) Mandatory Sinking Fund Redemption. Series 2006A Second Lien Bonds shall be subject to redemption prior to their Maturity Date at a redemption price equal to one hundred percent (100%) of the principal amount thereof, plus accrued interest, if any, by application by the Trustee of funds on deposit to the credit of the Principal and Interest Account created under the Indenture on the dates and in the amounts specified in the Indenture.
- (c) Redemption Of Bank Bonds. Bank Bonds shall be subject to redemption prior to their Maturity Date at the option of the City, in whole or in part (and, if in part, in an Authorized Denomination) on any Business Day at a redemption price equal to one hundred percent (100%) of the principal amount thereof plus accrued interest, if any, to the redemption date. Bank Bonds shall be subject to mandatory redemption in accordance with the Liquidity Agreement.

26. General Provisions Regarding Redemptions.

No redemption of less than all of the Series 2006A Second Lien Bonds Outstanding shall be made pursuant to (a) or (c) above unless (i) if such redemption

is of Series 2006A Second Lien Bonds bearing interest at a Short Rate, the aggregate principal amount of Series 2006A Second Lien Bonds to be redeemed is equal to One Hundred Thousand Dollars (\$100,000) or integral multiples thereof, (ii) if such redemption is of Series 2006A Second Lien Bonds bearing interest at an ARS Rate, the aggregate principal amount of Series 2006A Second Lien Bonds to be redeemed is equal to Twenty-five Thousand Dollars (\$25,000) or integral multiples thereof and (iii) if such redemption is with respect to Series 2006A Second Lien Bonds bearing interest at a Term Rate or a Fixed Rate, the aggregate principal amount of Series 2006A Second Lien Bonds to be redeemed is equal to One Hundred Thousand Dollars (\$100,000) or Five Thousand Dollar (\$5,000) multiples in excess thereof. Any redemption of less than all of the Series 2006A Second Lien Bonds outstanding shall be made in such a manner that all Series 2006A Second Lien Bonds outstanding after such redemption are in Authorized Denominations.

- (i) Series 2006A Second Lien Bonds may be called for redemption by the Trustee pursuant to (a) above (A) in the case of Series 2006A Second Lien Bonds bearing interest at a Short Rate or an ARS Rate, upon receipt by the Trustee at least thirty-five (35) days prior to the redemption date of a written request of the City requesting such redemption, or (B) in the case of Series 2006A Second Lien Bonds bearing interest at a Term Rate or Fixed Rate, upon receipt by the Trustee at least forty-five (45) days prior to the redemption date (or such shorter period as shall be acceptable to the Trustee) of a written request of the City requesting such redemption.
- (ii) Series 2006A Second Lien Bonds may be called for redemption by the Trustee pursuant to (c) above upon receipt by the Trustee at least two (2) Business Days prior to the redemption date of a written request of the City requesting such redemption. The Trustee or the Trustee's Agent shall give notice to the Bank one (1) Business Day prior to any redemption of Bank Bonds pursuant to (c) above.

27. Notice Of Redemption.

Except as otherwise provided with respect to Bank Bonds in the Indenture, notice of the call for any redemption identifying the Series 2006A Second Lien Bonds to be redeemed shall be given by first class mail, postage prepaid, with respect to Series 2006A Second Lien Bonds bearing interest at a Short Rate or an ARS Rate, not less than thirty (30) or more than forty-five (45) days prior to the date fixed for redemption, and shall be given by first class mail, postage prepaid, with respect to Series 2006A Second Lien Bonds bearing interest at a Term Rate or Fixed Rate, not less than thirty (30) or more than sixty (60) days prior to the date fixed for redemption, to the Bank, Bond Insurer, Remarketing Agent and the Owners of Series 2006A Second Lien Bonds to be redeemed at their addresses as shown on the bond register. Failure to give notice in the manner prescribed with respect to any Series 2006A Second Lien Bond, or any defect in such notice, shall not affect the

validity of the proceedings for redemption for any Series 2006A Second Lien Bond with respect to which notice was properly given. Upon the happening of the above conditions and if sufficient monies are on deposit with the Trustee on the applicable redemption date to redeem the Series 2006A Second Lien Bonds to be redeemed and to pay interest due thereon and premium, if any, the Series 2006A Second Lien Bonds thus called shall not after the applicable redemption date, bear interest, be protected by the Indenture (except with respect to such deposited monies) or be deemed to be Outstanding under the provisions of the Indenture. Any notice of redemption may be conditioned on sufficient amounts for such redemption being on deposit with the Trustee as of the redemption date.

28. Selection Of Series 2006A Second Lien Bonds To Be Redeemed.

If less than all the Series 2006A Second Lien Bonds shall be called for redemption under any provision of the Indenture permitting such partial redemption, the particular Series 2006A Second Lien Bonds or portions thereof to be redeemed shall be selected by the City and designated to the Trustee, provided, however, that (1) in the case of the redemption of less than all Series 2006A Second Lien Bonds which bear interest in the same Interest Mode at the same rates for the same Rate Periods, and which, in the case of Series 2006A Second Lien Bonds bearing interest at a Fixed Rate, were converted on the same date, such redemption shall be by lot in such manner as the Trustee may determine among such Series 2006A Second Lien Bonds, and (ii) subject to other applicable provisions of the Indenture, the portion of any Series 2006A Second Lien Bond to be redeemed shall be in a principal amount equal to an Authorized Denomination. Any redemption of less than all of the Series 2006A Second Lien Bonds outstanding shall be made first from Bank Bonds.

29. Liquidity Facility.

The City covenants and agrees that at all times while any Series 2006A Second Lien Bonds are outstanding which bear interest at a Short Rate or Term Rate, the City will maintain a Liquidity Facility in full force and effect with respect to all Series 2006A Second Lien Bonds bearing interest at a Short Rate or Term Rate except as otherwise provided in the Indenture. In addition, the City covenants and agrees that at all times while any Series 2006A Second Lien Bonds are outstanding which bear interest at a Short Rate, if the rating of the Bank shall be lowered by either Moody's or S&P below the top two short-term rating categories assigned by such rating agency (without giving effect to numeric or other qualifiers), then the City shall, upon receipt of a written request of the Bond Insurer, use all reasonable efforts to obtain a Substitute Liquidity Facility. In the event of a Liquidity Substitution Date, the Series 2006A Second Lien Bonds shall be subject to mandatory purchase pursuant to the Indenture.

30. Liquidity Facility Not Required In Certain Circumstances.

If certain conditions described in the Indenture are satisfied prior to the expiration or termination of the Liquidity Facility then in effect, Series 2006A Second Lien Bonds bearing interest at a Short Rate or Term Rate are not required to have the benefit of a Liquidity Facility. In the event of a Liquidity Facility Cancellation Date, the Series 2006A Second Lien Bonds bearing interest at a Short Rate or Term Rate shall be subject to mandatory tender pursuant to the Indenture.

31. Substitution Of Bond Insurance Policy.

Under the circumstances described in the Indenture the Bank may direct the City to obtain a Substitute Bond Insurance Policy. In the event of a Bond Insurance Substitution Date, the Series 2006A Second Lien Bonds shall be subject to mandatory purchase pursuant to the Indenture.

32. Registration.

This Series 2006A Second Lien Bond is transferable by the Owner hereof in person or by such Owner's attorney duly authorized in writing at the Principal Office of the Trustee, but only in the manner and subject to the limitations provided in the Indenture.

33. Defeasance.

Provision for payment of all or any portion of the Series 2006A Second Lien Bonds may be made, and the Indenture may be discharged, prior to payment of the Series 2006A Second Lien Bonds in the manner provided in the Indenture.

34. Remedies.

Any Owner of a Series 2006A Second Lien Bond may proceed by civil action to compel performance of all duties required by the Indenture. The Trustee may refuse to enforce the Indenture or the Series 2006A Second Lien Bonds unless it receives indemnity satisfactory to it.

35. No Recourse Against Others.

An official, officer, agent or employee, as such, of the City shall not have any liability for any obligations of the City under the Series 2006A Second Lien Bonds or the Indenture or for any claim based on such obligations or their creation. Each Bondholder by accepting a Series 2006A Second Lien Bond waives and releases all such liability. The waiver and release are part of the consideration for the issue of the Series 2006A Second Lien Bonds.

36. Miscellaneous.

The Owner of this Series 2006A Second Lien Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any breach under the Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Indenture.

Assignment.

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

Ten. Com. -- as tenants in common

Ten. Ent. -- as tenants by the entireties

Jt. Ten. -- as joint tenants with right of survivorship and not as tenants in common

Unif. Gift Min. Act _____ Custodian _____
(Cust.) (Minor)

under Uniform Gifts to Minors Act

(State)

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

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

(please print or typewrite name and address)

This Bond of the City of Chicago and does hereby irrevocably constitute and appoint

to transfer said Series 2006A Second Lien Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Signature: _____

Signature Guaranteed: _____

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

Notice Of Rate Period.

Rate Change Date On Which Current Rate Period Commences:

Next Rate Change Date:

Applicable Interest Rate During Current Rate Period:

_____, as Trustee

By: _____
Authorized Officer

Statement Of Insurance.

The _____ (the "Insurer") has issued a policy containing the following provisions, such policy being on file at Amalgamated Bank of Chicago in Chicago, Illinois.

The Insurer, in consideration of the payment of the premium and subject to the terms of the policy, hereby unconditionally and irrevocably guarantees to any owner, as hereinafter defined, of the following described obligations, the full and complete payment required to be made by or on behalf of the Issuer to Amalgamated Bank of Chicago or its successor (the "Paying Agent") of an amount equal to (i) the principal of (either at the stated maturity or by any advancement of maturity pursuant to a mandatory sinking fund payment) and interest on, the obligations (as that term is defined below) as such payments shall become due but shall not be so paid (except that in the event of any acceleration of the due date of such principal by reason of mandatory or optional redemption or acceleration resulting from default or otherwise, other than any advancement of maturity pursuant to a

mandatory sinking fund payment, the payments guaranteed hereby shall be made in such amounts and at such times as such payments of principal would have been due had there not been any such acceleration); and (ii) the reimbursement of any such payment which is subsequently recovered from any owner pursuant to a final judgment by a court of competent jurisdiction that such payment constitutes an avoidable preference to such owner within the meaning of any applicable bankruptcy law. The amounts referred to in clauses (i) and (ii) of the preceding sentence shall be referred to herein collectively as the "Insured Amounts". "Obligations" shall mean:

§ _____
City Of Chicago
Second Lien Wastewater Transmission
Variable Rate Revenue Bonds,
Series 2006A.

Upon receipt of telephonic or telegraphic notice, such notice subsequently confirmed in writing by registered or certified mail, or upon receipt of written notice by registered or certified mail, by the Insurer from the Paying Agent or any owner of an Obligation the payment of an Insured Amount for which is then due, that such required payment has not been made, the Insurer on the due date of such payment or within one business day after receipt of notice of such nonpayment, whichever is later, will make a deposit of funds, in an account with U.S. Bank Trust National Association in New York, New York, or its successor, sufficient for the payment of any such Insured Amounts which are then due. Upon presentment and surrender of such Obligations or presentment of such other proof of ownership of the Obligations, together with any appropriate instruments of assignment to evidence the assignment of the Insured Amounts due on the Obligations as are paid by the Insurer and appropriate instruments to effect the appointment of the Insurer as agent for such owners of the Obligations in any legal proceeding related to payment of Insured Amounts on the Obligations, such instruments being in a form satisfactory to U.S. Bank Trust National Association, U.S. Bank Trust National Association shall disburse to such owners or the Paying Agent payment of the Insured Amounts due on such Obligations, less any amount held by the Paying Agent for the payment of such Insured Amounts and legally available therefor. The policy does not insure against loss of any prepayment premium which may at any time be payable with respect to any Obligation.

As used herein, the term "owner" shall mean the registered owner of any Obligation as indicated in the books maintained by the Paying Agent, the Issuer, or any designee of the Issuer for such purpose. The term owner shall not include the Issuer or any party whose agreement with the Issuer constitutes the underlying security for the Obligations.

Any service of process on the Insurer may be made to the Insurer at its offices located at and such service of process shall be valid and binding.

The policy is non-cancelable for any reason. The premium on the policy is not

refundable for any reason including the payment prior to maturity of the Obligations.

The policy has been endorsed as follows:

Notwithstanding the terms and conditions contained in the policy, it is further understood that: (1) the policy shall be canceled upon delivery to the Paying Agent of a Substitute Bond Insurance Policy in accordance with the provisions of the Trust Indenture (the "Indenture") dated as of July 1, 2006 (the "Indenture" from the Issuer to [Trustee], Chicago, Illinois, as trustee (the "Paying Agent")); provided, however, that the policy shall remain in effect with respect to any claims for Insured Amounts as described in clause (ii) of the first paragraph of the policy resulting from payments made by or on behalf of the Issuer prior to the effective date of the cancellation of the policy; (2) the policy shall guarantee to the Paying Agent payment of any Differential Interest Amount (as defined in the Indenture) on the first Business Day (as defined in the Indenture) of the month; and (3) the policy shall guarantee payment of the principal and interest due in respect of the Obligations constituting Bank Bonds (as defined in the Indenture) upon their scheduled mandatory redemption thereof in accordance with Section 3.10(c) of the Indenture.

*Exhibit "C".
(To Ordinance)*

\$_____

City Of Chicago

*Wastewater Transmission Revenue Refunding Bonds
Series 2007.*

Forward Delivery Bond Purchase Agreement.

_____, 200__

City of Chicago
Office of the City Comptroller
33 North LaSalle Street
Chicago, Illinois 60602
Attention: City Comptroller

The undersigned (collectively, the "Underwriters") offer to enter into this Forward

Delivery Bond Purchase Agreement (the "Purchase Agreement") with the City of Chicago (the "City") which, upon the City's acceptance of this offer, will be binding upon the City and the Underwriters. This offer is made subject to the City's written acceptance hereof on or before 5:00 P.M., Chicago time, on the date written above, and, if not so accepted, will be subject to withdrawal by the Underwriters upon notice delivered to the City at any time prior to the acceptance hereof by the City.

_____ represents and warrants that it has been duly authorized by the Underwriters (a) to execute this Purchase Agreement, (b) to act hereunder on behalf of the other Underwriters as the representative of the Underwriters (the "Representative"), and (c) to take all actions, and waive any condition or requirement, required or permitted to be taken or waived hereunder by the Representative or the Underwriters. The Underwriters shall not designate any other representative except upon the approval of the City (which approval shall not be unreasonably withheld).

1. Background And Definitions.

(a) The City presently has outstanding, and expects to call for redemption on _____ 1, 200__, the bonds described on (Sub)Exhibit A hereto (the "Refunded Bonds"), other than any Refunded Bonds that mature on that date.

(b) In addition to the terms defined elsewhere in this Purchase Agreement, as used in this Purchase Agreement, the following terms shall have the indicated meanings:

"Bonds" shall mean the \$_____ City of Chicago, Wastewater Transmission Revenue Refunding Bonds, Series 2007.

"Bond Counsel" shall mean the law firm of _____ or any nationally recognized bond counsel appointed by the City.

"Bond Insurance Commitment" shall mean the commitment dated _____, 200__ issued to the City by the Bond Insurer pursuant to which the Bond Insurer has agreed, upon the terms and conditions set forth in such Commitment, to issue on the date of the Settlement the Bond Insurance Policy.

"Bond Insurance Policy" shall mean the insurance policy insuring the payment when due of the principal of and interest on the Bonds, in substantially the form attached as Appendix ___ to the Official Statement.

"Bond Insurer" shall mean _____ ("_____") or any successor thereto.

"Change in Law" shall mean:

(i) any change in or addition to applicable federal or state law, whether statutory or as interpreted by the courts, including any changes in or new rules, regulations, or other pronouncements or interpretations by federal or state agencies;

(ii) any legislation enacted by the Congress of the United States or introduced therein or recommended for passage by the President of the United States (if such enacted, introduced or recommended legislation has a proposed effective date which is on or before the Settlement Date);

(iii) any rule or regulation proposed or enacted by any governmental body, department or agency (if such proposed or enacted rule or regulation has a proposed effective date which is on or before the Settlement Date); or

(iv) any judgment, ruling or order issued by any court or administrative body, which in any such case, would:

(A) as to the Underwriters, legally prohibit (or have the retroactive effect of prohibiting, if enacted, adopted, passed or finalized) the Underwriters from:

(1) accepting delivery of and paying for the Bonds in accordance with the provisions of this Purchase Agreement or

(2) selling the Bonds or beneficial ownership interests therein to bona fide purchasers; or

(B) as to the City, would:

(1) make the issuance, sale or delivery of the Bonds illegal (or have the retroactive effect of making such issuance, sale or delivery illegal, if enacted, adopted, passed or finalized);

(2) eliminate the exclusion from gross income of interest on the Bonds (or have the retroactive effect of eliminating such exclusion if enacted, adopted, passed or finalized); or

(3) require the Bonds to be registered under the Securities Act of 1933, as amended, or the ordinance to be qualified under the Trust Indenture Act of 1939, as amended;

provided, however, that such change in or addition to law, legislation, rule or regulation, or judgment, ruling or order shall have become effective, been enacted, introduced, or recommended, or been proposed or been issued, as the case may be, subsequent to the date of this Purchase Agreement.

“Closing” shall mean the delivery of the certificates, opinions and other documents, as described in Section 8 hereof.

“Closing Date” shall mean _____, 200__ or such other date and time as shall have been mutually agreed upon by the City and the Representative.

“Continuing Disclosure Agreement” means the City’s Continuing Disclosure Agreement dated _____, 200__.

“Depository” or “D.T.C.” means The Depository Trust Company, New York, New York, or any successor thereto, which maintains a book-entry only system for the Bonds.

“Exchange Act” shall mean the Securities Exchange Act of 1934, as the same shall from time to time be supplemented or amended.

“Rule 15c2-12” shall mean Rule 15c2-12 promulgated by the S.E.C. pursuant to the Exchange Act, as said rule shall from time to time be supplemented or amended.

“S.E.C.” shall mean the United States Securities and Exchange Commission.

“Settlement” shall mean the delivery of and payment for the Bonds as described in Section 9(a) hereof.

“Settlement Date” shall mean _____, 200__, or such later date as may be mutually agreed upon by the City and the Representative.

“Underwriters’ Counsel” shall mean _____, Chicago, Illinois or any successor to such firm appointed by the Representative.

Capitalized terms used herein and not otherwise defined shall have the meanings specified therefor in the Official Statement (as defined in paragraph 5(b)).

2. The Ordinance.

The Bonds are to be issued under and pursuant to the ordinance entitled “Ordinance Authorizing the Issuance of Wastewater Transmission Revenue Bonds Project and Refunding Series 2006 and Wastewater Transmission Revenue Bonds, Series 2007”, adopted by the City Council of the City on _____, 2006 (the “Ordinance”).

3. Purpose Of Bonds.

The City will use the proceeds of the Bonds primarily to refund the Refunded Bonds through the payment or redemption thereof on _____, 200____, and as otherwise described in the Official Statement.

4. Purchase And Sale Of Bonds; Underwriters' Compensation; Offering.

(a) Upon and subject to the terms and conditions and upon the basis of the representations, warranties, covenants and agreements set forth herein, the Underwriters hereby jointly and severally agree to purchase from the City, and the City hereby agrees to sell and deliver to the Underwriters, in the manner provided herein, an aggregate of \$_____ principal amount of the Bonds upon the issuance thereof. The Bonds are limited obligations of the City having a claim for payment of principal, redemption premium, if any, and interest, to the extent issued as Second Lien Bonds, solely from the amounts in the 2007 Second Lien Bonds Subaccount of the Second Lien Bonds Account, the sources pledged under the 2007 Bond Indenture and, together with Outstanding Second Lien Bonds and any Second Lien Parity Bonds, from Bond Revenues and from amounts on deposit in the Second Lien Construction Accounts, if any. The Bonds shall be dated as of the Settlement Date and shall mature on the dates and in the amounts and shall bear interest at the rates stated in (Sub)Exhibit B hereto.

(b) The purchase price for the Bonds shall be \$_____ (representing the principal amount of the Bonds, [plus an original issue premium] [less a net original discount] of \$_____, and less an underwriters' discount of \$_____) (the "Purchase Price").

(c) It shall be a condition to the City's obligation to sell and deliver the Bonds to the Underwriters that the entire principal amount of the Bonds shall be purchased, accepted and paid for by the Underwriters at the Settlement. It shall be a condition to the Underwriters' obligation to purchase, to accept delivery of and to pay for the Bonds that the entire principal amount of the Bonds shall be issued, sold and delivered by the City at the Settlement.

(d) The Bonds will be offered and sold by the Underwriters with settlement to be made through the Depository's book-entry only system.

(e) The Underwriters agree to make a public offering of all of the Bonds at not in excess of the initial public offering prices or less than the yields as set forth on (Sub)Exhibit B hereto (in each case, without accrued interest).

5. Approval Of Preliminary, Final And Updated Official Statements; Amendments And Supplements Thereto.

(a) The City hereby confirms that it has "deemed final" as of its date the Preliminary Official Statement dated _____, 200____ relating to the

Bonds (the "Preliminary Official Statement") for purposes of paragraph (b)(1) of Rule 15c2-12, except for the omission of only such material as is permitted by such paragraph. The City hereby consents to, ratifies and approves the Preliminary Official Statement and its distribution and use by the Underwriters prior to the date hereof in connection with the public offering and sale of the Bonds.

(b) As promptly as practicable after the execution of this Purchase Agreement, the City shall prepare the Official Statement of the City relating to the Bonds, with only such changes as shall be necessary to reflect the terms of the Bonds or this Purchase Agreement or as otherwise approved by the Representative (said document, including its cover page and appendices, as the same shall be modified, supplemented or amended in accordance with the provisions of this section, is herein called the "Official Statement"). The City shall, as soon as practicable, but not later than seven (7) business days after its acceptance hereof, deliver to the Representative on behalf of the Underwriters as many printed, conformed copies of the Official Statement as shall be necessary to permit the Underwriters to comply with the requirements of Rule 15c2-12 (as the City shall be informed by the Representative).

(c) Notwithstanding any prior amendments or supplements to the Official Statement made pursuant to subsection (d) of this section, the City, in cooperation with the Representative, shall prepare an updated Official Statement at or prior to (but within ____ days of) the Settlement Date relating to the Bonds (the "Updated Official Statement") which, as of such date, will be correct and complete in all material respects and will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. The City shall furnish to the Representative, on or prior to the Settlement Date at least fifty (50) printed, conformed copies of the Updated Official Statement, or such greater quantity of the Updated Official Statement as the Underwriters shall reasonably require. As used herein, the term "Official Statement" shall mean (i) at any point in time during the period from the date of the Official Statement mentioned in subsection (b) of this section to but not including the date of delivery of the Updated Official Statement to the Representative pursuant to this subsection (c), the Official Statement mentioned in subsection (b) of this section and (ii) from and after the date of such delivery of the Updated Official Statement, the Updated Official Statement. References herein as of a specific date to the Official Statement shall mean the Official Statement applicable on such date in accordance with the preceding sentence.

(d) Each party hereto agrees that it will notify the other parties hereto if, between the date of this Purchase Agreement and the earlier of (i) the "End of the Underwriting Period" (defined below) and (ii) the date on which the Representative notifies the City that all the Bonds have been sold in the primary offering thereof, such party discovers any pre-existing or subsequent fact or becomes aware of the occurrence of any event, in any such case which might cause the Official

Statement (as the same may have been theretofore supplemented or amended) to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. If, in the written opinion of the City or the Underwriters, the preparation and publication of a supplement or amendment to the Official Statement is, as a result of such fact or event (or any other event which becomes known to the City or any Underwriter during such period), necessary so that the Official Statement does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made not misleading, the City will, at its expense, supplement or amend the Official Statement in such a manner so that the Official Statement, as so supplemented or amended, does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, and furnish copies of such supplement or amendment to the Underwriters in such numbers as the Representative may reasonably request. The City and the Underwriters agree that they will cooperate in the preparation of any such amendment or supplement.

(e) For purposes of this Purchase Agreement, the "End of the Underwriting Period" shall mean the Settlement Date, or, if the City has been notified in writing by the Representative, on or prior to the Settlement Date, that the "End of the Underwriting Period" within the meaning of Rule 15c2-12 will not occur on the Settlement Date, such later date on which the "End of the Underwriting Period" within such meaning has occurred. In the event that the City has been given notice pursuant to the preceding sentence that the "End of the Underwriting Period" will not occur on the Settlement Date, the Representative agrees to notify the City in writing of the date it does occur as soon as practicable following the "End of the Underwriting Period" for all purposes of Rule 15c2-12; provided, however, that if the Representative has not otherwise so notified the City of the "End of the Underwriting Period" by the one hundred eightieth (180th) day after the Settlement Date, then the "End of the Underwriting Period" shall be deemed to occur on such one hundred eightieth (180th) day unless otherwise agreed to by the City.

(f) For the purposes of this Purchase Agreement the "Termination of the Disclosure Period" shall mean the later of (1) the earlier of (x) the ninetieth (90th) day following the End of the Underwriting Period (as defined in subparagraph (e) above and (y) the time when the Official Statement is available to any person from a nationally recognized municipal securities information repository and (2) the twenty-fifth (25th) day following the End of the Underwriting Period.

(g) In connection with any amendments or supplements to the Official Statement that are made on or prior to the Closing Date pursuant to Section 5(c)

hereof, the Representative may request, and the City agrees that it will provide, such additional certificates and opinions of counsel as the Representative shall reasonably deem necessary to evidence the accuracy or completeness of such amendment or supplement.

(h) To enable the Underwriters to comply with the requirements of paragraph (b)(5) of Rule 15c2-12 in connection with the offering of the Bonds, the City has adopted an Ordinance that authorizes the execution and delivery of the Continuing Disclosure Agreement.

6. Certain Covenants And Agreements Of The City.

(a) The City hereby authorizes and consents to the use by the Underwriters of the Ordinance, the Continuing Disclosure Agreement, the Preliminary Official Statement, the Official Statement and the Updated Official Statement (including all supplements or amendments to any thereof), and the information therein contained, in connection with the public offering and sale of the Bonds; provided, however, that the Underwriters shall not continue to use the Preliminary Official Statement after the Official Statement is available and will not continue to use the Official Statement after the Updated Official Statement is available.

(b) The City will furnish such information, execute such instruments and take such other action in cooperation with the Representative as the Representative may reasonable request (i) to qualify the Bonds for offer and sale under the blue sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Representative may designate and (ii) to determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions, and the City will use its reasonable best efforts to continue such qualifications in effect so long as required for the distribution of the Bonds; provided, however, that the City shall not be required to execute a general consent to service of process or qualify to do business in connection with any such qualification or determination in any jurisdiction. The City consents to the use of the Ordinance, the Preliminary Official Statement, drafts of the Official Statement prior to the availability of the Official Statement, and the Official Statement by the Underwriters in obtaining such qualifications.

(c) The City will promptly notify the Representative as soon as it may become aware of any fact which, in its reasonable judgment, casts doubt on or questions the ability of the City to issue and deliver the Bonds as provided for by this Purchase Agreement.

7. Representations, Warranties And Covenants Of The City.

The City hereby represents and warrants or covenants (as appropriate) to the Underwriters as follows:

(a) The City is a municipal corporation and home rule unit of local government, organized and existing under the Constitution and laws of the State of Illinois.

(b) The City has all requisite legal right, power and authority to adopt the ordinance; to execute, issue and deliver the Bonds as provided herein and to perform its obligations with respect thereto; to execute, deliver and perform under this Purchase Agreement and the 2007 Bond Indenture; to execute and deliver the Official Statement and the Continuing Disclosure Agreement; and to consummate the transactions to which it is or is to be a party as contemplated hereby and by the Ordinance, the 2007 Bond Indenture, and the Official Statement. The execution, delivery and performance of this Purchase Agreement, the 2007 Bond Indenture, the Continuing Disclosure Agreement, and the Bonds, the adoption of the Ordinance, and the issuance of the Bonds thereunder, the execution and delivery by the City, and the use by the Underwriters of the Preliminary Official Statement and the Official Statement and the consummation by the City of the transactions to which it is or is to be a party as contemplated hereby and by the Ordinance, have been duly authorized by all necessary action on the part of the City.

(c) This Purchase Agreement, the 2007 Bond Indenture and the Official Statement have been and the Bonds (when delivered and paid for on the Settlement Date) shall be, duly authorized, approved, executed, delivered and (in the case of the Bonds) registered and issued. This Purchase Agreement, the 2007 Bond Indenture and the Official Statement constitute, and the Bonds, when registered, issued, executed, and delivered, shall constitute, legal, valid and binding obligations of the City, enforceable in accordance with their respective terms subject to applicable bankruptcy, insolvency and similar laws affecting creditor's rights generally and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law). The performance by the City of its obligations contained in this Purchase Agreement, the 2007 Bond Indenture, the Continuing Disclosure Agreement and the Bonds to have been performed or consummated at or prior to the Settlement Date, have been duly authorized and approved by the City, and the consummation by the City of, or substantial compliance with, all other material transactions contemplated by the Official Statement at or prior to the Settlement Date, have been authorized and approved by the City. The Ordinance has been duly and lawfully adopted, is in full force and effect, has not been amended, modified or rescinded, and is valid and binding upon the City and enforceable in accordance with its terms (except to the extent that enforceability may be limited by bankruptcy, insolvency and other laws affecting creditors' rights or remedies and the availability of equitable remedies generally). When delivered and paid for on the Settlement Date, the Bonds shall be entitled to the benefits and the security, and shall be subject only to the terms and conditions set forth in the Ordinance and as described in the Official Statement. The issuance of the Bonds is permitted by, and the Bonds when issued will be issued in compliance with, the provisions of the Ordinance and the 2007 Bond Indenture.

(d) The adoption of the Ordinance, the execution, delivery and performance of this Purchase Agreement, the 2007 Bond Indenture and the Continuing Disclosure Agreement, the issuance and sale of the Bonds and the consummation of the transactions contemplated hereby and by the Bonds, the Ordinance and the Official Statement will not: (i) in any material respect conflict with or constitute on the part of the City a breach of or default under any agreement, indenture, mortgage, deed of trust, bank loan or credit agreement or lease agreement, bond, note, Ordinance or other instrument to which the City is a party or by or to which it or its revenues, properties, assets or operations are bound; or (ii) in any material respect conflict with or result in a violation by the City of the Constitution of the United States or the State of Illinois or any law, regulation, order, decree, license, permit, judgment or ruling by or to which the City is bound or subject.

(e) Except as described in the Official Statement, no litigation or other action, suit, proceeding, inquiry or investigation before or by any court or agency or other administrative body is pending or, to the knowledge of the City, threatened, in any way restraining or enjoining, or threatening or seeking to restrain or enjoin, the issuance, sale or delivery of the Bonds, or in any way contesting, questioning or affecting: (i) the proceedings under which the Bonds are to be issued; (ii) the validity or enforceability of any provision of the Bonds, the Ordinance, the 2007 Bond Indenture or this Purchase Agreement; (iii) the accuracy, completeness or fairness of the Official Statement; (iv) the legal existence of the City, the title of its officers to their respective offices, or its ability to perform its obligations hereunder or with respect to the Bonds; or (v) the title of its Mayor, Chief Financial Officer and City Clerk to their respective offices in such manner as to adversely affect the ability of the City to authorize the issuance, sale or delivery of the Bonds.

(f) To the knowledge of the City, except as described in the Official Statement, there is no litigation or other proceeding pending or threatened against the City before or by any court, agency or other administrative body, nor any other event or circumstance, which would have a material adverse effect on the Second Lien Bond Revenues pledged as security for the Bonds under the 2007 Bond Indenture, or the power or ability of the City to issue the Bonds.

(g) All authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matter which are required for the due authorization of, which would constitute a condition precedent to or the absence of which would materially adversely affect the due performance by the City of its obligations in connection with the issuance, sale and delivery of the Bonds under this Purchase Agreement and the Ordinance have been duly obtained, except for such approvals, consents and orders as may be required under the blue sky or securities laws of any state in connection with the offering and sale

of the Bonds, and, except as described in or contemplated by the Official Statement, all authorizations, approvals, licenses, permits, consents, and orders of any governmental authority, board, agency, or commission having jurisdiction in the matter which are required for the due authorization of, which would constitute a condition precedent to or the absence of which would materially adversely affect the due performance by the City of its respective obligations under the Ordinance, the 2007 Bond Indenture, the Bonds, and this Purchase Agreement have been duly obtained.

(h) The Bonds, if and when issued, will conform to the description thereof contained in the Official Statement under the caption "The Bonds".

(i) The Preliminary Official Statement, as of its date, is, and the Official Statement, as of the date thereof, will be, true and complete in all material respects and do not and will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that the City makes no representation or warranty as to the information contained in or omitted from the Preliminary Official Statement or the Official Statement in reliance upon and in conformity with information furnished in writing to the City by or on behalf of the Underwriters through the Representative specifically for inclusion therein (including without limitation the description of this Purchase Agreement or the form of any Forward Delivery Contract), or information furnished by the Bond Insurer and the Depository.

(j) If between the date of this Purchase Agreement and the Termination of the Disclosure Period, any event relating to the City shall have occurred or shall occur which would cause the Official Statement, as then amended or supplemented, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances at the time, not misleading, the City shall immediately notify the Representative thereof and shall promptly provide to the Representative such additional document or documents including amendments or supplements, if deemed necessary by counsel to the Underwriters, as may be prepared by, or on behalf of, the City from time to time (the "Additional Documents") evidencing such event. Such Additional Documents may include, by way of illustration, news releases, financial reports, and wires released through financial wire services. The City recognizes that the Underwriters may treat any such Additional Documents, together with the Official Statement, as a "document or set of documents" within the meaning of the definition of the term "final official statement" as set forth in Rule 15c2-12(e)(3). To that end, the City will provide the Representative with such reasonable numbers of copies of any such Additional Documents to permit the Underwriters to comply with the requirements of Rule 15c2-12.

(k) Issuance by Bond Counsel of its opinion in substantially the form attached to the Official Statement as Appendix ___ is conditioned, among other things, on the City's satisfaction in a timely manner of the public notice and approval requirements of Section 147(f) of the Code. The City covenants to satisfy these public hearings and approval requirements on or before _____ 1, 200___. Furthermore, the City has not taken, or omitted taking, and will not take or omit to take, any action, which action or omission would adversely affect the ability of the City to issue Bonds, the interest on which will be excludable from the gross income of the owners thereof under the Code to the extent described in the Official Statement.

(l) The financial statements of the City of Chicago, Sewer Revenue Fund contained in the Official Statement fairly present the financial position and results of operation of the Sewer Revenue Fund as of the date and for the period therein set forth and the City has no reason to believe that such financial statements have not been prepared in accordance with generally accepted accounting principles as applied to governmental units, consistently applied except as otherwise noted therein.

(m) Any certificates signed by any Executive Officer of the City and delivered to the Underwriters pursuant to this Purchase Agreement shall be deemed a representation and warranty by the City to the Underwriters as to the statements made therein with the same effect as if such representation and warranty were set forth herein.

(n) To the knowledge of the City and based on the representation of the Underwriters, no person holding any office of the City, either by election or appointment, is in any manner interested, either directly or indirectly, in any contract being entered into or the performance of any work to be carried out in connection with the issuance and sale of the Bonds and upon which said officer may be called upon to act, or vote; provided, however, that nothing in this Paragraph 7(n) shall give rise to a cause of action by the Underwriters against the City.

(o) The Official Statement is final for purposes of Rule 15c2-12.

8. Closing.

At ___:00 A.M., Chicago time, on the Closing Date, the certificates, opinions, and other documents required by Section 11 hereof shall be executed and delivered (all of the foregoing actions are herein referred to collectively as the "Closing"). The Closing shall take place on the Closing Date at the offices of _____ or at such other location as shall be mutually agreed upon by the City and the Representative. Assuming the Closing is completed in accordance with the provisions of this Purchase Agreement, then, subject to the provisions of this

Purchase Agreement, the Underwriters shall be obligated to purchase the Bonds and pay the Purchase Price therefor (and the City shall be obligated to issue and deliver such Bonds) at the Settlement.

9. Settlement.

(a) At ___:00 A.M., Chicago time, on the Settlement Date, (i) the City will, subject to the terms and conditions hereof, deliver one duly executed and authenticated bond for each maturity of the Bonds to the Representative on behalf of the Underwriters, registered in the name of Cede & Co., and deliver or cause to be delivered to the Underwriters the other documents required by Section 13 hereof; and (ii) the Underwriters will, subject to the terms and conditions hereof, accept such delivery and pay or cause to be paid the Purchase Price of the Bonds as set forth in Section 4 hereof by wire transfer in immediately available funds to the City (all of the foregoing described transactions are herein called the "Settlement"). Delivery and payment as aforesaid shall be made at the offices of _____, or such other place as shall have been mutually agreed upon by the City and the Representative.

(b) The City will have no obligation to issue, sell, and deliver the Bonds, and the Underwriters will have no obligation to purchase the Bonds, if, because of a Change in Law, such issuance, sale, and delivery would be illegal as to the City. In such event, the City will have no liability whatsoever for its failure to issue, sell, and deliver the Bonds, and the Underwriters will have no liability for their failure to purchase the Bonds.

10. Certain Conditions To Underwriters' Obligations.

The Underwriters have entered into this Purchase Agreement in reliance upon the representations and warranties and covenants of the City contained herein, and in reliance upon the representations and warranties and covenants to be contained in the documents and instruments to be delivered at the Closing and the Settlement, and upon the performance by the City of its respective obligations hereunder, both as of the Closing Date and as of the Settlement Date. Accordingly, the Underwriters' obligations under this Purchase Agreement to purchase, to accept delivery of, and to pay for the Bonds shall be conditioned upon the performance by the City of its obligations to be performed hereunder and the delivery of the documents and instruments required to be delivered hereby at or prior to the Closing and the Settlement, and shall also be subject to the following additional conditions:

(a) The representations and warranties and covenants of the City contained herein shall be true complete and correct on the date hereof, on the Closing Date and on the Settlement Date.

(b) Both at the time of the Closing and the Settlement, this Purchase Agreement, the Ordinance, the 2007 Bond Indenture and the Continuing Disclosure Agreement shall be in full force and effect in accordance with their respective terms and shall not have been amended, modified, or supplemented in any manner which will adversely affect (i) the ability of the City to issue the Bonds or perform its obligations thereunder, under this Purchase Agreement or under the 2007 Bond Indenture, or (ii) the security for the Bonds; and both at the time of the Closing and the Settlement, neither the Official Statement nor the Updated Official Statement shall have been supplemented or amended except pursuant to the provisions of this Purchase Agreement.

(c) Both at the time of the Closing and the Settlement, all official action of the City and of the other parties thereto relating to this Purchase Agreement, the 2007 Bond Indenture, the Bonds, the Ordinance and the Continuing Disclosure Agreement shall have been taken and shall be in full force and effect in accordance with their respective terms and shall not have been amended, modified, or supplemented in any material adverse respect.

(d) The Bonds shall be issued pursuant to the Ordinance and shall be secured under and pursuant to the Ordinance and the 2007 Bond Indenture and shall be as described in and shall have the terms and conditions set forth in the Ordinance, the 2007 Bond Indenture and the Official Statement.

(e) As of the dates of the Preliminary Official Statement and the Official Statement, respectively, the Preliminary Official Statement and the Official Statement did not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, and at the time of the Closing, the Official Statement shall not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading.

(f) Subsequent to the respective dates as of which information is given in the Official Statement, and prior to the time of the Closing, in the City's opinion no material adverse change, or any development involving a prospective material adverse change, in the condition of the City, financial or otherwise, shall have taken place (other than as referred to in or contemplated by the Official Statement), and if prior to the Closing a material adverse change in the condition of the City, financial or otherwise, occurs, the City shall promptly notify the Representative, and, if in the opinion of the Representative and its counsel, such event requires a supplement or amendment to the Official Statement, then the City will supplement or amend the Official Statement at its expense, in a form and in a manner approved by the Representative and Underwriters, such approval not to be unreasonably withheld.

11. Closing Conditions.

(a) The Underwriters' obligations under this Purchase Agreement shall be conditioned upon the performance by the City of its obligations to be performed hereunder, and the applicable conditions of Section 10 hereof having been satisfied, and the tender by the City of its performance at the Closing as described in Section 8 hereof, which Closing shall not be completed unless the Representative on behalf of the Underwriters shall receive at the time of the Closing the following:

(1) an opinion of Bond Counsel, dated the Closing Date, in substantially the form attached to the Official Statement as Appendix ___;

(2) a supplemental opinion of Bond Counsel, dated the Closing Date and addressed to the Underwriters, in a form and substance reasonably satisfactory to the Underwriters;

(3) an opinion of Underwriters' Counsel, dated the Closing Date and addressed to the Underwriters, in a form and substance reasonably satisfactory to the Underwriters;

(4) an opinion of the Corporation Counsel for the City, dated the Closing Date, in a form and substance reasonably satisfactory to the Underwriters;

(5) a Nonarbitrage and Tax Law Compliance Certificate, dated the Closing Date, of a duly authorized officer of the City, in form and content reasonably satisfactory to the Representative;

(6) a certificate or certificates, dated the Closing Date, of the Chief Financial Officer, in form reasonably satisfactory to the Representative of the City stating that, (A) each of the representations and warranties of the City contained herein is true and correct at the time of the Closing with the same effect as if made at the time of the Closing; and (B) between the time of execution of this Purchase Agreement and the time of the Closing, no material and unfavorable change, nor any development involving a prospective material adverse change, financial or otherwise, in the condition of the City has occurred, and the information contained in the Official Statement, as of its date was and as of the date of the Closing is true in all material respects and did not and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein not misleading;

(7) certified copies of all proceedings relating to the authorization and issuance of the Bonds;

(8) a copy duly certified by the City, of the Ordinance, as passed by the City Council;

(9) a copy of the Official Statement and each supplement or amendment, if any, thereto, executed on behalf of the City by the Chief Financial Officer;

(10) evidence that Moody's Investors Service, Inc. ("Moody's"), Standard & Poor's Ratings Services ("S & P"), and Fitch Ratings ("Fitch") have: (i) conditioned upon issuance of the Bond Indenture Policy, issued ratings for the Bonds of not lower than "Aaa", "AAA" and "AAA", respectively, and (ii) issued underlying ratings for the Bonds of not lower than "A3" by Moody's, "A-" by S & P and "AA-" by Fitch;

(11) a copy of the Bond Insurance Commitment executed by the Bond Insurer in the form previously approved by the Representative;

(12) a copy of the Continuing Disclosure Agreement executed by the appropriate City official;

(13) a certificate of the Representative dated the Closing Date as to the issue price of the Bonds;

(14) a certificate or certificates acceptable to the City and the Representative dated the date of Closing, to the effect that _____, has full legal right, power and authority to act as Trustee under the 2007 Bond Indenture;

(15) such additional legal opinions, certificates, instruments and other documents as the Representative may reasonably request to evidence the accuracy, as of the date hereof and as of the Closing Date, of the City's representations and warranties contained herein and in the Official Statement and contained in any of the certificates or other documents referred to in this Section 11, as the same may be supplemented or amended, and the due performance and satisfaction by the City at or prior to the Closing Date of all agreements then to be performed and all conditions then to be satisfied by the City.

(b) All certificates, opinions and other documents and instruments delivered pursuant to this Section 11 shall be satisfactory in form and substance to the Representative and to Underwriters' Counsel, provided approval of such form and substance shall not be unreasonably withheld.

12. Termination Of Agreement.

(a) The Representative, on behalf of the Underwriters, may terminate this Purchase Agreement, without liability therefor as provided in Section 16(d) hereof, by notification to the City if at any time on or after the acceptance by the City of this Purchase Agreement and on or prior to the Closing Date:

(i) the marketability of the Bonds or the market price thereof, in the opinion of the Representative, has been materially adversely affected by:

(1) an amendment to the Constitution of the United States or of the State, or

(2) any state or federal legislation (whether or not yet introduced in the General Assembly of the State (the "General Assembly"), or Congress, as applicable) enacted or being actively considered for enactment by the General Assembly or Congress or recommended to the General Assembly or Congress for passage by the Governor of the State or the President of the United States, as applicable, or favorably reported for passage to either House of the General Assembly or of the Congress by any committee of such House to which such legislation has been referred for consideration; or

(3) any decision of any court of the United States or by any ruling or regulation (final, temporary, or proposed) on behalf of the Treasury Department of the United States, the Internal Revenue Service or any other authority of the United States, or

(4) any comparable legislative, judicial, or administrative development, in any such case affecting the federal tax status of the City, its property or income, or the interest on its bonds (including the Bonds), or

(5) any downgrading, suspension, or withdrawal of any rating by Moody's, S&P, or Fitch of any of the City's general obligations or the claims paying ability of the Bond Insurer;

(ii) there shall have occurred any outbreak of hostilities or any declaration of war by the United States or any national or international calamity or crisis, including financial crisis, or any escalation of any of the foregoing (but not any such event that shall have occurred prior to the date of this Purchase Agreement, including, but not limited to, actions in Iraq or Afghanistan), the effect of which on the financial markets of the United States is such as, in the reasonable judgment of the Representative, would materially adversely affect the market for the Bonds or the sale, at the contemplated offering prices, of the Bonds by the Underwriters; or

(iii) there shall have occurred the declaration of a general banking moratorium by any authority of the United States or the States of New York or Illinois; or

(iv) an event described in Section 5(d) hereof shall have occurred prior to the Closing Date which in the opinion of the Representative requires the preparation and publication of a supplement or amendment to the Official Statement and which in the Representative's reasonable judgment materially impairs the value of the Bonds; or

(v) there shall be in force a general suspension of trading, minimum or maximum prices for trading shall have been fixed and be in force or maximum ranges or prices for securities shall have been required and be in force on the New York Stock Exchange or other national stock exchange whether by virtue of a determination by that Exchange or by order of the Securities and Exchange Commission or any other governmental issuer having jurisdiction, which, in the reasonable judgment of the Representative, would make it impracticable for the Underwriters to market the Bonds or to enforce contracts for the sale of the Bonds.

(b) The Representative, on behalf of the Underwriters, may terminate this Purchase Agreement, without liability as provided in Section 16(e) hereof to pay the Liquidated Damages (as defined therein), by notification to the City if, at any time on or prior to the Settlement Date, there shall occur any event comprising a Change in Law.

13. Settlement Conditions.

(a) The Underwriters' obligations under this Purchase Agreement to purchase, to accept delivery of and to pay for the Bonds at the Settlement shall be conditioned upon the performance by the City of its obligations to be performed hereunder, including, without limitation, the Closing having been completed, and the City having tendered performance of its obligations under Section 9 hereof with respect to the Settlement, which Settlement shall not be completed unless the following conditions exist on the Settlement Date:

(i) The Ordinance, the 2007 Bond Indenture, and this Purchase Agreement shall be in full force and effect and shall not have been amended or modified except as may have been consented to by the Underwriters, which consent shall not be unreasonably withheld.

(ii) The Bonds shall have been duly authorized, executed, authenticated, and delivered in the form approved by the Underwriters at the Closing with only such changes as the City and the Underwriters shall have agreed upon and the Bonds shall be issued and secured under and pursuant to the Ordinance and the 2007 Bond Indenture as shall be set forth in the Ordinance, the 2007 Bond Indenture and the Official Statement.

(iii) The representations and warranties of the City in Section 7 hereof shall be true and correct in all material respects.

(iv) No law, rule, or regulation applicable to the Underwriters, no legislation enacted by the General Assembly of the State or by the Congress of the United States or introduced therein or recommended for passage by the Governor of the State or the President of the United States, as applicable, no law, rule, or

regulation proposed or enacted by any governmental body, department, or agency affecting the Underwriters, and no judgments, rulings, or orders issued by any court or administrative body, would prohibit the Underwriters from honoring their joint and several obligations to purchase the Bonds as provided herein; it being understood that for purposes of this section, if any of the Underwriters are legally able to purchase the Bonds as provided herein, then they would be required to purchase all of the Bonds (or such amount as may be apportioned among the remaining eligible Underwriters) regardless of any legal prohibition on purchase that may apply to any of the other Underwriters.

(v) On the Settlement Date, unless otherwise agreed to in writing by the Representative, the Representative shall receive the following:

(A) an unqualified bond opinion of Bond Counsel, dated the Settlement Date, in substantially the form attached to the Official Statement as Appendix ___ except as the opinion may be modified as described in the Preliminary Official Statement under the heading "Description Of The Purchase Agreement; Conditions to Settlement; Proposed Changes to Form of Bond Counsel Opinion";

(B) a certificate, dated the Settlement Date, of the Chief Financial Officer of the City, confirming as of the Settlement Date, the certifications contained in the Nonarbitrage and Tax Law Compliance Certificate described in Section 11 (a)(5) above;

(C) a supplemental opinion of Bond Counsel, dated the Settlement Date and addressed to the Underwriters, to the effect that (1) the bond counsel opinions of such firms provided for in Section 13(a)(v)(A) hereof may be relied upon by the Underwriters to the same extent as if such opinions were addressed to them; and (2) confirming as of the Settlement Date the opinion described in Section 11(a)(2) above, provided that references to the Official Statement shall be changed to the Updated Official Statement and the opinion shall also include an opinion that the Bonds conform in all material respects to the description thereof in the Updated Official Statement;

(D) an opinion, dated the Settlement Date and addressed to the Underwriters, of Underwriters' Counsel, in a form and substance reasonably satisfactory to the Underwriters;

(E) a certificate or certificates, dated the Settlement Date, of the Chief Financial Officer of the City, (1) confirming as of the Settlement Date, the certifications contained in the certificate or certificates described in Section 11(a)(6) above, provided that references to the Official Statement shall be changed to Updated Official Statement, and references to the Closing and Closing Date shall be changed to the Settlement and Settlement Date, respectively; and (2) stating that the Updated Official Statement is final for purposes of Rule 15c2-12;

(F) at least fifty (50) copies of the Updated Official Statement as amended or supplemented as of the Settlement Date, and such additional quantities as the Representative shall reasonably request;

(G) in the event that on the Settlement Date a book-entry system is applicable to the Bonds, a Letter of Representations, dated the Settlement Date, executed by the City and D.T.C. and a confirmation from Cede & Co., or successors thereto, on behalf of The Depository Trust Company, that the Bonds have been delivered to it;

(H) a certificate of the Chief Financial Officer of the City, dated the Settlement Date, as to the delivery of the Bonds and the receipt and payment therefor;

(I) certified copies of all proceedings relating to the authorization and issuance of the Bonds, including certifications of the Chief Financial Officer of the City dated the Settlement Date, confirming the certifications delivered pursuant to Sections 11 (a)(7) above;

(J) evidence that, based on the Bond Insurance Policy issued by the Bond Insurer, Moody's has assigned to the Bonds a credit rating of "Aaa", S&P has assigned to the Bonds a credit rating of "AAA", and Fitch has assigned to the Bonds a credit rating of "AAA";

(K) evidence satisfactory to the Representative that the Bond Insurance Policy for the Bonds has been issued in substantially the form set forth as Appendix ___ to the Official Statement;

(L) an opinion of the Corporation Counsel of the City, dated the Settlement Date, in a form and substance reasonably satisfactory to the Representative;

(M) favorable opinions of counsel to and certificates of the Bond Insurer, satisfactory in form and scope to the Representative, dated the Settlement Date and addressed to the Underwriters, as to the power and authority of the Bond Insurer to deliver the Bond Insurance Policy, the validity and enforceability of the Bond Insurance Policy, the accuracy and completeness of the information with respect to the Bond Insurer and the Bond Insurance Policy contained in the Official Statement under the caption "Other Information; The _____ Insurance Policy", and as to such other matters as the Representative may reasonably request;

(N) such additional legal opinions, certificates, instruments, and other documents as the Representative may reasonably request to evidence the accuracy, as of the Settlement Date, of the City's representations and warranties contained herein, as the same may be supplemented or amended, and the due performance and satisfaction by the City at or prior to the Settlement Date of all agreements then to be performed and all conditions then to be satisfied by the City, to the extent required under this Purchase Agreement.

(b) All certificates, opinions, and other documents and instruments delivered pursuant to this Section 13 shall be satisfactory in form and substance to the Representative and to Counsel to the Underwriters, provided approval of such form and substance shall not be unreasonably withheld.

(c) If the conditions set forth in this Section 13 are not satisfied, the Underwriters shall not be required to purchase the Bonds. The Underwriters reserve the right to waive any of the conditions set forth in this Section 13 to the extent of their obligation to purchase the Bonds under Section 4 hereof or, to the extent that any such conditions can be performed or fulfilled by another person, to have such condition performed or fulfilled by such person; provided, however, that the performance of any such condition by another person shall not relieve the person failing to perform its obligations hereunder from any liability for such failure.

14. Expenses.

(a) Whether or not the Bonds are issued as contemplated by this Purchase Agreement, the Underwriters shall be under no obligation to pay, and the City hereby agrees to pay at Closing, expenses incident to the performance of the City's obligations hereunder, including, but not limited to: (i) all the costs of preparation, printing and distribution of the Bonds, the Ordinance, the Preliminary Official Statement, the Official Statement, the Updated Official Statement and all other documents; (ii) the fees of agencies rating the Bonds; (iii) the fees and disbursements to the Closing Date of accountants, Co-Bond Counsel, consultants and advisors to the City; (iv) any other expenses and costs including premiums for insurance, if any, of the City incident to the performance of its obligations in connection with the authorization, issuance and sale of the Bonds to the Underwriters.

(b) The Underwriters shall pay at Closing (i) all advertising expenses in connection with any public offerings of the Bonds; (ii) the cost of qualifying the Bonds under the Blue Sky or other securities laws of such jurisdictions as the Representative may determine and the cost of the preparation and printing of Blue Sky Memoranda; and (iii) all other costs and expenses incurred by them in connection with any public offering and distribution of Bonds, including, but not limited to, the fees and expenses of Underwriters' Counsel.

The agreements contained in this section shall survive any termination of this Purchase Agreement.

15. Notices; Counterparts.

Any notice or other communication to be given to the City under this Purchase Agreement may be given by delivering the same in writing to the City's address set forth above; and any notice or other communication to be given to the

Underwriters or the Representative under this Purchase Agreement may be given by delivering the same in writing to _____, as Representative, _____, Chicago, Illinois 606__ Attention: _____; or, in each case, to such different address for a party as such party shall have notified the other party as aforesaid.

This Purchase Agreement may be executed in any number of counterparts, each of which shall constitute an original and all of which shall be deemed to be one instrument.

16. Termination And Its Effect; Liquidated Damages.

(a) In the event the City is unable, after using its reasonable best efforts, to satisfy the conditions herein to the completion of the Closing (unless waived by the Representative) by the time such completion is required, then this Purchase Agreement shall terminate, and neither the City nor the Underwriters shall have any further obligation or liability to, or any rights against, the other.

(b) If the Closing shall have occurred, in the event the City is unable, after using its best efforts, to satisfy the conditions herein to the completion of the Settlement (unless waived by the Representative) by the time such completion is required, or is otherwise unable, after using its reasonable best efforts, to satisfy the conditions to the obligation of the Underwriters to purchase, accept delivery of and pay for the Bonds as set forth in this Purchase Agreement (unless waived by the Representative) by the time such completion is required, then this Purchase Agreement shall terminate, and neither the City nor the Underwriters shall have any further obligation or liability to, or any rights against, the other, except as otherwise provided in this Purchase Agreement.

(c) In the event the Underwriters fail to purchase, accept delivery of, and pay for the Bonds as provided herein for a reason permitted hereunder, then this Purchase Agreement shall terminate, and neither the Underwriters nor the City shall have any further obligation or liability to, or rights against, the other, except as otherwise provided in this Purchase Agreement.

(d) In the event the Representative on behalf of the Underwriters terminates this Purchase Agreement as permitted in Section 12 hereof, then this Purchase Agreement shall terminate, and neither the Underwriters nor the City shall have any further obligation or liability to, or rights against, the other.

(e) If the Underwriters shall fail to pay for and accept delivery of the Bonds other than for a reason permitted hereunder, they jointly and severally shall owe the City liquidated damages in the aggregate amount of \$_____ (the "Liquidated Damages"). The parties acknowledge and agree that the payment to the City of the Liquidated Damages is agreed-upon compensation for the City's lost bargain upon such failure, and that the Liquidated Damages (i) are not unconstitutional or otherwise prohibited by law, (ii) do not and will not constitute

a conversion by or unjust enrichment of the City, (iii) are unequivocal, fair, and reasonable under the circumstances, (iv) shall constitute the City's sole and exclusive compensation for such failure, and (v) were bargained for and derived through mutual negotiations among the parties and constitute a material and integral part of this Purchase Agreement.

17. Parties In Interest; Survivability Of Representations, Warranties And Agreements.

This Purchase Agreement is made solely for the benefit of the City and the Underwriters, and no other person shall acquire or have any right hereunder or by virtue hereof. All of the City's representations, warranties and agreements contained in this Purchase Agreement, including Sections 7, 14, 16 and 17, shall remain operative and in full force and effect, regardless of: (i) any investigations made by or on behalf of the Underwriters; (ii) delivery of and payment for the Bonds pursuant to this Purchase Agreement; and (iii) any termination of this Purchase Agreement.

18. Effectiveness.

This Purchase Agreement shall become effective upon the execution of the acceptance hereof by the City and shall be valid and enforceable at the time of such acceptance.

19. Governing Law.

This Purchase Agreement will be governed by and construed in accordance with the laws of the State of Illinois without reference to choice of law doctrine.

20. Headings.

The headings of the sections of this Purchase Agreement are inserted for convenience only and shall not be deemed to be a part hereof.

Very truly yours,

_____, Representative

By: _____

_____, _____

Accepted and Agreed to as of the date first above written:

City of Chicago

By: _____

Concurred:

By: _____

(Sub)Exhibits "A" and "B" referred to in this Forward Delivery Bond Purchase Agreement read as follows:

(Sub)Exhibit "A".
(To Forward Delivery Bond Purchase Agreement)

Refunded Bonds.

Series Of Bonds	Maturity Date	Interest Rate	Par Amount	Call Date	Call Price
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

(Sub)Exhibit "B".
(To Forward Delivery Bond Purchase Agreement)

Description Of The Bonds.

\$_____

DESIGNATION OF CHICAGO CAMBRIDGE L.P. AS PROJECT
 DEVELOPER, AUTHORIZATION FOR EXECUTION OF LOAN
 AND REDEVELOPMENT AGREEMENTS AND WAIVER OF
 CERTAIN PERMIT FEES FOR CONSTRUCTION OF
 AFFORDABLE HOUSING WITHIN NEAR NORTH
 REDEVELOPMENT PROJECT AREA.

The Committee on Finance submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing entering into and executing a loan agreement with Chicago Cambridge L.P., amount of loan not to exceed \$1,500,000, having had the same under

advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Olivo, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 44.

Nays -- None.

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

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

The following is said ordinance as passed:

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

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

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

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

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

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

WHEREAS, D.O.H. has preliminarily reviewed and approved the making of a loan to Chicago Cambridge L.P., an Illinois limited partnership (the "Borrower"), the sole general partner of which is Chicago Cambridge L.L.C., an Illinois limited liability company (the "General Partner"), in an amount not to exceed One Million Five Hundred Thousand Dollars (\$1,500,000) (the "Loan"), to be funded from HOME Funds Corporate Funds and/or Program Income pursuant to the terms and conditions set forth in Exhibit A attached hereto and made a part hereof;

WHEREAS, The Borrower anticipates using the financing sources described in Exhibit A to acquire and construct a housing project, to be located on real property that is generally bounded by North Avenue on the north, Wells Street on the east, Chicago Avenue on the south, and the North Branch Canal and Halsted Street on the west in the City (the "Property"), consisting of approximately one hundred seven (107) residential dwelling units, for low-income and market-rate senior citizens, in a single thirteen (13) story building including a community room, a fitness center, approximately four thousand one hundred thirty (4,130) total square feet of retail space and, immediately adjacent thereto and on the Property, approximately fifty-nine (59) parking spaces, as more fully described in Exhibit A and in the proposed redevelopment agreement attached in Exhibit C (the "Project"); and

WHEREAS, Pursuant to an ordinance adopted by the City Council on July 30, 1997 and published at pages 49207 through 49357 in the *Journal of the Proceedings of the City Council of the City of Chicago* (the "Journal") of such date, a certain redevelopment plan and project (the "Plan") for the Near North

Redevelopment Project Area (the "Area") was approved pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4, et seq.) (the "Act"); and

WHEREAS, Pursuant to an ordinance adopted by the City Council on July 30, 1997 and published at pages 49358 through 49365 in the *Journal* of such date, the Area was designated as a redevelopment project area pursuant to the Act; and

WHEREAS, Pursuant to an ordinance (the "T.I.F. Ordinance") adopted by the City Council on July 30, 1997 and published at pages 49366 through 49374 in the *Journal* of such date, tax increment allocation financing was adopted pursuant to the Act as a means of financing certain redevelopment project costs (as defined in the Act) incurred pursuant to the Plan; and

WHEREAS, The Property is situated within the Area; and

WHEREAS, The Borrower and the Near West Side Community Development Corporation ("Affiliate"), an Illinois not for profit corporation that is an affiliate of the Borrower, have proposed to undertake the redevelopment of the Property and construct the Project in accordance with the Plan and pursuant to the terms and conditions of a proposed redevelopment agreement to be executed by and among the City, the Borrower and the Affiliate with such Project to be financed in part by a portion of certain incremental taxes, if any, deposited from time to time in the Near North Redevelopment Project Area Special Tax Allocation Fund (as defined in the T.I.F. Ordinance) pursuant to Section 5/11-74.4-8(b) of the Act; and

WHEREAS, Pursuant to Resolution 06-CDC-66, adopted by the Community Development Commission of the City of Chicago (the "Commission") on August 8, 2006, the Commission has recommended that the Borrower be designated as the developer for the Property and that the City's Department of Planning and Development ("D.P.D.") be authorized to negotiate, execute and deliver on behalf of the City a redevelopment agreement with the Borrower for the Project; now, therefore,

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

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

SECTION 2. Upon the approval and availability of the Additional Financing as shown in Exhibit A hereto, the Commissioner of D.O.H. (the "D.O.H. Commissioner") and any designee of the D.O.H. Commissioner are each hereby authorized, subject to approval by the Corporation Counsel, to enter into and execute such agreements and instruments, and perform any and all acts as shall be necessary or advisable in connection with the implementation of the Loan. The D.O.H. Commissioner is

hereby authorized, subject to the approval of the Corporation Counsel, to negotiate any and all terms and provisions in connection with the Loan which do not substantially modify the terms of the Loan described in Exhibit A hereto. Upon the execution and receipt of proper documentation, the D.O.H. Commissioner is hereby authorized to disburse the proceeds of the Loan to the Borrower.

SECTION 3. In connection with the Loan by the City to the Borrower, the City shall waive those certain fees, if applicable, imposed by the City with respect to the Project and as more fully described in Exhibit B attached hereto and made a part hereof. The Affordable Units (as defined in Exhibit A herein) within the Project shall be deemed to qualify as "Affordable Housing" for purposes of Chapter 16-18 of the Municipal Code of Chicago (the "Municipal Code"). Given the applicable restrictions with respect to maximum rent and maximum income for certain residents of the Property which are imposed by the sources of financing for the Project described herein, Section 2-44-090 of the Municipal Code shall not apply to the Project or the Property.

SECTION 4. The Borrower and the Affiliate are hereby designated as the developer of the Property pursuant to Section 5/11-74.4-4 of the Act.

SECTION 5. The Commissioner of D.P.D. (the "D.P.D. Commissioner") or a designee of the D.P.D. Commissioner are each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver a redevelopment agreement by and among the Borrower, the Affiliate and the City, in substantially the form attached hereto as Exhibit C and made a part hereof (the "Redevelopment Agreement"), and such other supporting documents as may be necessary to carry out and comply with the provisions of the Redevelopment Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Redevelopment Agreement. The agreement on the part of the City to pay up to an amount not to exceed Three Million Five Hundred Thousand Dollars (\$3,500,000) of specified tax increment revenues derived from the Area to the Borrower and/or the Affiliate, as provided in Section 4 of the Redevelopment Agreement, pursuant to the Act, is hereby approved in all respects.

SECTION 6. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 7. This ordinance shall be effective as of the date of its passage and approval.

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

Exhibit "A".
(To Ordinance)

- Borrower:** Chicago Cambridge L.P., an Illinois limited partnership (the "Borrower"), the sole general partner of which is Chicago Cambridge L.L.C., an Illinois limited liability company (the "General Partner").
- Affiliate:** Near West Side Community Development Corporation, an Illinois not for profit corporation ("Affiliate").
- Project:** Acquisition and construction of approximately 107 residential dwelling units, of which approximately 82 shall be for low- and moderate-income senior citizens ("Affordable Units"), in a single 13 story building including a community room, a fitness center, approximately 4,130 total square feet of retail space and immediately adjacent thereto and on the Property, approximately 59 parking spaces.
- Loan:**
- Source:** Home/Corporate Funds/Program Income.
 - Amount:** Not to exceed \$1,500,000.
 - Term:** Not to exceed 42 years, or such other term as is acceptable to the D.O.H. Commissioner.
 - Interest:** 3% per annum, or such interest rate acceptable to the D.O.H. Commissioner.
 - Security:** Non-recourse loan, junior mortgage on the Property (the "Mortgage").
- Additional Financing:**
1. **Amount:** Approximately \$9,300,000, or such other amount to which the D.O.H. Commissioner may consent.
 - Term:** Not to exceed 42 years, or such other term as is acceptable to the D.O.H. Commissioner
 - Source:** Illinois Housing Development Authority, or an entity acceptable to the D.O.H. Commissioner.
 - Interest:** 7.25% per annum, or such interest rate acceptable to the D.O.H. Commissioner.
 - Security:** A mortgage on the Property senior to the lien of the Mortgage.

2. Amount: Approximately \$2,000,000, or such other amount to which to D.O.H. Commissioner may consent.
- Term: Not to exceed 42 years, or such other term as is acceptable to the D.O.H. Commissioner.
- Source: Illinois Housing Development Authority, or an entity acceptable to the D.O.H. Commissioner.
- Interest: One percent per annum, or such interest rate acceptable to the D.O.H. Commissioner.
- Security: A mortgage on the Property senior to the lien of the Mortgage.
3. Amount: Approximately \$2,500,000, or such other amount to which the D.O.H. Commissioner may consent.
- Term: Not to exceed 42 years, or such other term as is acceptable to the D.O.H. Commissioner.
- Source: Illinois Housing Development Authority, or an entity acceptable to the Commissioner.
- Interest: 1% percent per annum, or such interest rate acceptable to the Commissioner.
- Security: A mortgage on the Property senior to the lien of the Mortgage.
4. Amount: Not to exceed \$3,500,000 to Borrower and/or Affiliate, all of which will be used to repay a portion of the Illinois Housing Development Authority financing described in Item 1 above.
- Term: As set forth in the Redevelopment Agreement.
- Source: Certain tax increment revenue funds as defined in the Redevelopment Agreement.

5. Low-Income
Housing Tax
Credits

Proceeds: Approximately \$12,240,000, or such other amount to which the D.O.H. Commissioner may consent.

Source: To be derived from the syndication of approximately \$1,360,000 of low-income housing tax credits to be allocated by the Illinois Housing Development Authority.

Exhibit "B".
(To Ordinance)

Fee Waivers.

Department Of Construction And Permits.

Waiver of Plan Review, Permit and Inspection Fees:

A. Building Permit:

Zoning.

Construction/Architectural/Structural.

Internal Plumbing.

H.V.A.C.

Water for Construction.

Smoke Abatement.

B. Electrical Permit:

Service and Wiring.

C. Elevator Permit (if applicable).

D. Wrecking Permit (if applicable).

E. Fencing Permit (if applicable).

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

Department Of Water Management.

Tap Fees.

Cut and Seal Fees.

Permit (connection) and Inspection Fees (water and sewer) Sealing Permit Fees (water and sewer).

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

Department Of Transportation.

Street Opening Fees.

Driveway Permit Fees.

Use of Public Way Fees.

Exhibit "C".
(To Ordinance)

Redevelopment Agreement

Between

City Of Chicago

And

*Chicago Cambridge L.P. And Near West Side
Community Development Corporation.*

This Redevelopment Agreement (the "Agreement") is made as of _____, 2006 by and among the City of Chicago, an Illinois

municipal corporation (the "City"), through its Department of Planning and Development ("D.P.D."), Chicago Cambridge L.P., an Illinois limited partnership (C.C.L.P.) and the Near West Side Community Development Corporation, an Illinois not for profit corporation ("N.W.S.C.D.C.") ("C.C.L.P.") and N.W.S.C.D.C., jointly and severally, the "Developer").

Recitals.

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

B. **Statutory Authority.** The City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended (the "Act"), to finance the redevelopment of blighted areas.

C. **City Council Authority.** To induce redevelopment pursuant to the Act, the City Council of the City (the "City Council") adopted the following ordinances on July 30, 1997:

(1) "An Ordinance of the City of Chicago, Illinois Approving a Redevelopment Plan for the Near North Redevelopment Project Area"; (2) "An Ordinance of the City of Chicago, Illinois Designating the Near North Redevelopment Project Area as a Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act"; and (3) "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Allocation Financing for the Near North Redevelopment Project Area" (the "Near North T.I.F. Adoption Ordinance").

Items (1) -- (3) are collectively referred to herein as the "T.I.F. Ordinances". The Near North redevelopment project area (the "Near North Redevelopment Area") referred to above is legally described in (Sub)Exhibit A hereto.

On _____, 2006, the City Council adopted an ordinance ("Cleveland Tower Enabling Ordinance") authorizing the execution of this Agreement.

D. **The Project.** The Developer has acquired a vacant parcel, having a street address of 464 West Chicago Avenue, all of which is legally described on (Sub)Exhibit B (the "Property"). Within the time frames set forth in Section 3.01 hereof, the Developer will construct a thirteen (13) story building having a Green Roof (as defined herein) covering at least twenty-five percent (25%) of the roof area,

containing one hundred seven (107) dwelling units, having a community room and fitness center on the second (2nd) floor, having approximately four thousand one hundred thirty (4,130) total square feet of retail spaces on the ground floor and, immediately adjacent thereto and on the Property, Developer will construct approximately fifty-nine (59) parking spaces (the "Project"). Of the one hundred seven (107) of the dwelling units:

(a) for the Term of this Agreement, all one hundred seven (107) shall be rental units for senior citizens (age fifty-five (55) years and older);

(b) for the Term of this Agreement, fifty (50) of the units ("Section 8 Voucher Units") shall be rented only to households earning at or below sixty percent (60%) of the annual median income for the City of Chicago, under Section 8 project-based vouchers administered and approved by the Chicago Housing Authority ("C.H.A.") (to the extent the voucher contract is appropriated annually) and, of the fifty (50) such units:

thirty (30) shall be rented only to households earning at or below sixty percent (60%) of the annual median income for the City of Chicago, Fifteen (15) shall be rented only to households earning at or below forty percent (40%) of the annual median income for the City of Chicago, and

Five (5) shall be rented only to households earning at or below twenty percent (20%) of the annual median income for the City of Chicago;

(c) for the Term of this Agreement, thirty-two (32) of the units ("Low-Income Units") shall be rented only to households earning at or below sixty percent (60%) of the annual median income for the City of Chicago; and

(d) the remaining twenty-five (25) units will have no income restrictions.

E. Redevelopment Plan. The Project will be carried out in accordance with this Agreement and the City of Chicago Near North Tax Increment Financing Redevelopment Project and Plan (the "Redevelopment Plan"), attached hereto as (Sub)Exhibit C. Among the objectives of the Redevelopment Plan are the revitalization of the Redevelopment Area and the promotion of housing types that accommodate a diverse mix of households and income levels.

F. Lender Financing. The City acknowledges that other financing for the Project, including other financing provided by the City, is to be provided as set forth in (Sub)Exhibit D attached hereto (collectively, the "Lender Financing"). The terms of certain portions of the Lender Financing include requiring the Developer to enter into various occupancy and use restrictions including, but not limited to, the Regulatory Agreement (as defined below).

G. **City Financing.** The Developer acknowledges that there are prior obligations on the Excess Near North Incremental Taxes (as defined below), which shall be taken into account by the City when calculating Annual Available Excess Near North Incremental Taxes (as defined below). Pursuant to the terms and conditions of this Agreement, the City will pay or reimburse the Developer for its T.I.F.-Eligible Costs (as defined below) from Annual Available Excess Near North Incremental Taxes (the "City Funds") up to the Maximum Amount as set forth in this Agreement, in the manner set forth in the T.I.F. Ordinances (as defined below).

H. **Other Lien Obligations.** The Developer acknowledges that Near North Redevelopment Project Tax Increment Allocation Revenue Bonds (the "Near North T.I.F. Bonds") were issued by the City on July 1, 1999, pursuant to an ordinance adopted by the City Council on January 20, 1999 (the "Bond Ordinance"). Pursuant to the Bond Indenture for the Near North T.I.F. Bonds, the City may issue Senior Lien Obligations (other than the ones issued on July 1, 1999), Refunding Bonds or Junior Lien Obligations (as those terms are defined in the Bond Indenture, and collectively referred to herein as the "Other Lien Obligations") from time to time in the future and, if and when issued, payment of principal of, premium, if any, and interest on the Other Lien Obligations would have a prior lien on all security pledged to the repayment of the Near North T.I.F. Bonds over any obligation created under this Agreement. The City agrees that it shall not issue any Other Lien Obligations unless, in connection therewith, the City's obligations to pay City Funds (as hereinafter defined) is paid in full.

Now, Therefore, In consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1.

Recitals.

The foregoing recitals are hereby incorporated into this Agreement by reference.

Section 2.

Definitions.

For purposes of this Agreement, in addition to the terms defined in the foregoing recitals, the following terms shall have the meanings set forth below:

“Act” shall have the meaning set forth in the recitals hereto.

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

“Annual Available Excess Near North Incremental Taxes” shall mean the total Excess Near North Incremental Taxes that are available as of June 30 in any given calendar year under the Bond Indenture, less the sum of the Near North City Administration Fee arising during the same calendar year and the amount of Annual Available Excess Near North Incremental Taxes that are necessary to pay principal of and interest on the Site H Near North Note Obligations, the Site I Note and Direct Payment Obligations and the Site G Near North Note Obligations arising during the same calendar year, if any.

“Bond Indenture” shall mean that Master Trust Indenture dated as of July 1, 1999, from the City to the Bond Trustee, pursuant to which the City has issued the Near North TIF Bonds and is authorized to issue the Other Lien Obligations, subject to the terms herein, and includes the First Supplemental Indenture and the Second Supplemental Indenture, both entered into between the City and the Bond Trustee on July 1, 1999, in connection with the issuance of certain Senior Lien Obligations.

“Bond Trustee” shall mean Cole Taylor Bank, as trustee under the Bond Indenture, and any successor in interest appointed in accordance with the Bond Indenture.

“Certificate” shall mean the Certificate of Completion described in Section 8 hereof.

“City Funds” shall have the meaning set forth in the recitals hereto.

“Closing Date” shall mean the date of execution and delivery of this Agreement by all parties hereto, which shall be deemed to be on or as of the day and year first above written.

“Corporation Counsel” shall mean the City’s Office of Corporation Counsel.

“Employer(s)” shall have the meaning set forth in Section 11 hereof.

“Environmental Laws” shall mean the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended, any so-called “Superfund” or “Superlien” law, the Toxic Substances Control Act, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree now or hereafter in force regulating, relating to or imposing liability or standards of conduct concerning any Hazardous Material, as now or at any time hereafter in effect.

“Excess Near North Incremental Taxes” shall mean Incremental Taxes which are received and that have been deposited into the General Fund (as such term is defined in the Bond Indenture) of the Incremental Taxes Fund as of June 30 of a calendar year and which are available for the financing or payment of Redevelopment Project Costs under the Bond Indenture.

“Financial Statements” shall mean complete audited financial statements of the Developer prepared by a certified public accountant in accordance with generally accepted accounting principles and practices.

“General Contractor” shall mean Walsh Construction Company or other entity acceptable to the Commissioner of D.P.D.

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

“H.U.D.” shall mean the United States Department of Housing and Urban Development.

“Incremental Taxes” shall mean such ad valorem taxes which, pursuant to the T.I.F. Ordinances and Section 5/11-74.4-8(b) of the Act, are allocated to and when collected are paid to the Treasurer of the City of Chicago for deposit by Treasurer into the Incremental Taxes Fund.

“Incremental Taxes Fund” shall mean the Near North Redevelopment Project Area Special Tax Allocation Fund created pursuant to the T.I.F. ordinances.

“Lender Financing” shall have the meaning set forth in the recitals.

“M.B.E.(s)” or minority-owned business enterprise shall mean a business enterprise identified in the *Directory of Certified Minority Business Enterprises* published by the City’s Purchasing Department, or otherwise certified by the City’s Purchasing Department as a minority business enterprise.

“Near North City Administration Fee” shall mean an annual amount equal to ten percent (10%) of annual Incremental Taxes, being the amount the City may allocate from Incremental Taxes for payment of costs incurred by the City for the administration and monitoring of the Near North Redevelopment Area, including the Project (and the City shall have the right to receive such funds prior to any payment of City Funds hereunder).

“Other Funds” shall mean those funds, including equity derived from tax credits, set forth in paragraph 2 of (Sub)Exhibit D.

"Permitted Liens" shall mean those liens and encumbrances against the Property set forth on (Sub)Exhibit J.

"Plans and Specifications" shall mean final construction documents containing a site plan and working drawings and specifications for the Project prepared by Loewenberg and Associates or other entity acceptable to the Commissioner.

"Project" shall have the meaning set forth in the recitals.

"Project Budget" shall mean the budget for the Project, attached hereto as (Sub)Exhibit F.

"Project Costs" shall mean all of the costs incurred in connection with the Project.

"Property" shall have the meaning set forth in the recitals.

"Site G Near North Note Obligations" shall mean those repayment terms and conditions to be placed on the City Note referenced in that Redevelopment Agreement that is intended to be entered into before the end of March, 2007 by and between the City and Kingsbury Larrabee, L.L.C.

"Site H Near North Note Obligations" shall mean those repayment terms and conditions placed on City Note H1 in that Redevelopment Agreement entered into on May 18, 2005 by and among the City and River Village Townhomes, L.L.C., and River Village Lofts, L.L.C.

"Site I Note and Direct Payment Obligations" shall mean those repayment terms and conditions placed on the City Note referenced in that Redevelopment Agreement entered into on September 27, 2005 by and between the City and River Village Townhomes South, L.L.C.

"Survey" shall mean a plat of an ALTA survey of the Property acceptable in form and content to the City and the Title Company.

"Term of the Agreement" shall mean the term commencing on the date of execution of this Agreement and ending on the date of expiration of the extended use requirements of the tax credits referenced in (Sub)Exhibit D attached hereto thirty (30) years.

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

"T.I.F. Ordinances" shall have the meaning set forth in the recitals hereto.

"Title Company" shall mean _____.

"Title Policy" shall mean a title insurance policy in the most recently revised ALTA or equivalent form, showing the Developer as the insured, issued by the Title Company.

"W.B.E.(s)" or women's business enterprise shall mean a business enterprise identified in the *Directory of Certified Women's Business Enterprises* published by the City's Purchasing Department, or otherwise certified by the City's Purchasing Department as a women's business enterprise.

Section 3.

The Project.

3.01 The Project.

The Developer shall commence and complete construction of the Project and place the Project in service not later than December 31, 2008, subject to the provisions of Section 18.16 of this Agreement. The Project shall be carried out in accordance with the Plans and Specifications for the Project.

3.02 Plans And Specifications.

The Plans and Specifications shall conform to the Redevelopment Plan as amended from time to time and shall comply with all applicable state and local laws, ordinances and regulations. As of the date hereof, the Developer has delivered to D.P.D. and D.P.D. has approved, the Plans and Specifications, a list of which are attached hereto as (Sub)Exhibit G. The Developer has submitted also all such documents to the City's Building Department, Department of Transportation and such other City departments or governmental authorities as may be necessary to acquire building permits and other required approvals for the Project. Any material amendment to the Plans and Specifications must be submitted to D.P.D. for its approval.

3.03 Project Budget.

The Developer has furnished to D.P.D. and D.P.D. has approved, the Project Budget. The Developer hereby certifies to the City that (a) Lender Financing and Other Funds shall be sufficient to pay all Project Costs (other than the T.I.F.-Eligible Costs) and (b) to the best of the Developer's knowledge after diligent inquiry, the Project Budget is true, correct and complete in all material respects. The Developer hereby represents to the City that the Lender Financing is (a) along with Other Funds and the City Funds, necessary to pay for all Project Costs and (b) available to be drawn upon to pay

for certain Project Costs in accordance with the terms of the documents securing the Lender Financing.

3.04 Other Approvals.

Construction of the Project and purchase of materials shall not commence until the Developer has obtained all permits and approvals required by state, federal or local statute, ordinance or regulation and the General Contractor has delivered to the Developer performance and payment bonds in the full amount of the construction contract for the Project.

3.05 Survey Updates.

Upon D.P.D.'s request, the Developer shall provide three (3) as-built Surveys to D.P.D. reflecting improvements made to the Property.

3.06 Architect's Certificates And Periodic Reports.

The Developer has contracted with Loewenberg and Associates (the "Developer's Architect") to act as its architect on the Project. The Developer's Architect shall provide the following documents to D.P.D.:

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

Section 4.

Financing For The Project Costs.

4.01 Initial Financing For The Project.

The Developer shall pay for all of the Project Costs, which costs shall equal or exceed Twenty-eight Million Six Hundred Eighty-five Thousand Seven Hundred Four

Dollars (\$28,685,704), including the T.I.F.-Eligible Costs, using the proceeds of the Lender Financing and Other Funds.

4.02 Reimbursement For T.I.F.-Eligible Costs.

(a) The City hereby agrees to pay or reimburse the Developer, from Annual Available Excess Near North Incremental Taxes, if any, in a one-time payment (or in additional annual payments if Annual Available Excess Near North Incremental Taxes are not sufficient to discharge the City's obligation), for the following costs (the "T.I.F.-Eligible Costs"):

(i) fifty percent (50%) of the hard costs of construction of the fifty (50) Section 8 Voucher Units and the thirty-two (32) Low-Income Units;

(ii) acquisition costs of the Property incurred by the Developer;

(iii) site preparation costs concerning the Property; or

(iv) any other costs that are included within the definition of redevelopment project costs in Section 5/11-74.4-3(q) of the Act, are included in the Plan, and are approved by D.P.D.

provided that, if at the time of a given annual payment there are not sufficient Annual Available Excess Near North Incremental Taxes to fully pay the T.I.F.-Eligible Costs then due for that year, then the T.I.F.-Eligible Costs for that year that are unpaid shall accrue and be payable at the next annual payment period (during the Term of this Agreement) that sufficient Annual Available Excess Near North Incremental Taxes are available (subject to Section 4.03 herein); and provided further, that the maximum amount of City Funds payable by the City pursuant to this Agreement shall not exceed the amount set forth in Section 4.04 herein.

(b) The amounts payable pursuant to Section 4.02(a) shall be paid to Developer or, with the prior written approval of the other entity, to C.C.L.P. or to N.W.S.C.D.C., by the City in accordance with this Agreement so long as the T.I.F.- Eligible Costs may, under the Act, be legally paid out of Annual Available Excess Near North Incremental Taxes. The amounts payable pursuant to Section 4.02(a) shall be paid in a one-time payment within ninety (90) days after the City's delivery to the Developer of the Certificate and Developer's delivery to D.P.D. of a fully-prepared and executed Requisition Form in the form attached hereto as (Sub)Exhibit I and the supporting documentation set forth in Section 4.02(c) herein. If said one-time payment is not sufficient to discharge the amount due under this Agreement, then subsequent amounts shall be paid annually by the City to the Developer upon submission by the Developer to D.P.D. of an executed Requisition Form. The Requisition Form (for all payments subsequent to the first one) shall be sent to D.P.D. on or after November 1

of each year that payment is requested, and shall set forth the date for payment, which shall be not less than sixty (60) days from the date of its receipt by D.P.D.. D.P.D. shall first verify that the matters set forth in the Requisition Form are true and correct, and if so, shall direct the City Comptroller to pay, to the extent of any Annual Available Excess Near North Incremental Taxes then available in the Incremental Taxes Fund, the amount requested in the Requisition Form within sixty (60) days of its receipt.

(c) With each Requisition Form submitted, the Developer shall submit to D.P.D. and the Department of Finance at the addresses specified in Section 17 hereof, copies of sworn contractor/subcontractor statements and lien waivers demonstrating the actual amount paid by the Developer or, if the City's payments are to be directed payable to the order of C.C.L.P. or N.W.S.C.D.C., then said copies shall demonstrate the actual amount paid by said entity, to the General Contractor and/or subcontractors and/or their payees that have performed work on the Project during the year for which payment is sought, all based on the Developer's most recent Financial Statements (or such other substantiating evidence as the City may accept) to evidence the accrual of such amounts as T.I.F.-Eligible Costs. Upon the City's request, the Developer will provide any additional supporting documentation.

4.03 Sufficiency Of Annual Available Excess Near North Incremental Taxes For T.I.F.-Eligible Costs.

It is hereby understood and agreed to by the Developer that the City does not make any representations that the amount of the Annual Available Excess Near North Incremental Taxes will be sufficient to pay for or reimburse the Developer for any or all of the T.I.F.-Eligible Costs.

4.04 Source Of City Funds To Pay T.I.F.-Eligible Costs.

Subject to the terms and conditions of this Agreement, the City hereby agrees to reserve City Funds from the sources and in the amounts described directly below to pay T.I.F.-Eligible Costs:

Source Of City Funds	Maximum Amount
Annual Available Excess Near North Incremental Taxes	The lesser of Three Million Five Hundred Thousand Dollars (\$3,500,000) or seven and seventy-eight hundredths percent (7.78%) of total of the Project Costs.

The City acknowledges and agrees that the Developer shall have a first priority claim to the Annual Available Excess Near North Incremental Taxes committed and reserved under this Section 4.04.

4.05 Cost Overruns.

If the aggregate cost of the T.I.F.-Eligible Costs exceeds City Funds available pursuant to Section 4.04 hereof, or if the cost of completing the Project exceeds the Project Budget, the Developer shall be solely responsible for such excess cost, and shall hold the City harmless from any and all costs and expenses of completing the T.I.F.-Eligible Costs in excess of City Funds and of completing the Project.

Section 5.

General Provisions.

5.01 D.P.D. Approval.

Any approval granted by D.P.D. pursuant to this Agreement is for the purposes of this Agreement only and does not affect or constitute any approval required by any other department of the City or pursuant to any City ordinance, code, regulation or any other governmental approval, nor does any approval by D.P.D. pursuant to this Agreement constitute approval of the quality, structural soundness or safety of the Property or the Project.

5.02 Other Approvals.

Any D.P.D. approval under this Agreement shall have no effect upon, nor shall it operate as a waiver of, the Developer's obligations to comply with the provisions of Sections 3.02 and 3.04 hereof.

5.03 Signs And Public Relations.

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

5.04 Utility Connections.

The Developer may connect all on-site water, sanitary, storm and sewer lines constructed on the Property to the City utility lines existing on or near the perimeter of the Property, provided the Developer first complies with all the City requirements governing such connections, including the payment of customary fees and costs related thereto, subject to any fee and/or cost waivers provided to the Developer by the City, if any.

5.05 Permit Fees.

In connection with the Project, the Developer shall be obligated to pay only those building, permit, engineering, tap on and inspection fees that are assessed on a uniform basis throughout the City and are of general applicability to other property within the City, subject to any fee waivers provided to the Developer by the City, if any.

Section 6.

Conditions.

The following conditions shall be complied with to the City's satisfaction within the time periods set forth below:

6.01 Title Policy.

On the Closing Date, the Developer shall provide the City with a copy of the Title Policy showing the Developer in the title to (or holding a leasehold interest in, as applicable) each site comprising the Property.

6.02 Survey.

The Developer has furnished the City with a Survey of each site comprising the Property prior to the execution of this Agreement.

6.03 Insurance.

The Developer, at its own expense, shall insure each site comprising the Property in accordance with Section 13 hereof.

6.04 Opinion Of Developer's Counsel.

The Developer shall furnish the City with an opinion of counsel upon the execution of this Agreement in the form as may be reasonably required by or acceptable to Corporation Counsel.

Section 7.

Agreements With Contractors.

7.01 City Resident Employment Requirement.

The Developer agrees for itself and its successors and assigns, and shall contractually obligate its or their various contractors, subcontractors or any Affiliate of the Developer operating on the Property (individually an "Employer" and collectively, "Employers"), as applicable, to agree, that during the construction of the Project they shall comply with the minimum percentage of total worker hours performed by actual residents of the City of Chicago specified in Section 2-92-330 of the Municipal Code of Chicago (at least fifty percent (50%) of the total worker hours worked by persons on the site of the construction of the Project shall be performed by actual residents of the City of Chicago); provided, however, that in addition to complying with this percentage, the Developer and the other Employers shall be required to make good faith efforts to utilize qualified residents of the City of Chicago in both skilled and unskilled labor positions.

The Developer and the other Employers may request a reduction or waiver of this minimum percentage level of total worker hours performed by actual residents of the City of Chicago as provided for in Section 2-92-330 of the Municipal Code of Chicago in accordance with standards and procedures developed by the Purchasing Agent of the City of Chicago.

"Actual residents of the City of Chicago" shall mean persons domiciled within the City of Chicago. The domicile is an individual's one and only true, fixed and permanent home and principal establishment.

The Developer and the other Employers shall provide for the maintenance of adequate employee residency records to ensure that actual Chicago residents are employed on the Project. The Developer and the other Employers shall maintain copies of personal documents supportive of every Chicago employee's actual record of residence.

Weekly certified payroll reports (United States Department of Labor Form WH-347 or equivalent) shall be submitted to the Commissioner of D.P.D. in triplicate, which

shall identify clearly the actual residence of every employee on each submitted certified payroll. The first time that an employee's name appears on a payroll, the date that the company hired the employee should be written in after the employee's name.

The Developer and the other Employers shall provide full access to their employment records to the Purchasing Agent, the Commissioner of D.P.D., Superintendent of the Chicago Police Department, the Inspector General, or any duly authorized representative thereof. The Developer and the other Employers shall maintain all relevant personnel data and records for a period of at least three (3) years after final acceptance of the work constituting the Project as evidenced by the (final) Certificate.

At the direction of D.P.D. affidavits and other supporting documentation will be required of the Developer and the other Employers to verify or clarify an employee's actual address when in doubt or lack of clarity has arisen.

Good faith efforts on the part of the Developer and the other Employers to provide utilization of actual Chicago residents (but not sufficient for the granting of a waiver request as provided for in the standards and procedures developed by the Purchasing Agent) shall not suffice to replace the actual, verified achievement of the requirements of this section concerning the worker hours performed by actual Chicago residents.

When work at the Project is completed, in the event that the City has determined that the Developer and the other Employers failed to ensure the fulfillment of the requirement of this section concerning the worker hours performed by actual Chicago residents or has failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicago to the degree stipulated in this section. Therefore, in such case of non-compliance it is agreed that one-twentieth of one percent (.05%) of the aggregate hard construction costs set forth in the Project Budget (as the same shall be evidenced by approved contract value for the actual contracts), shall be surrendered by the Developer and/or the other Employers to the City in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly shall result in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the categories. The willful falsification of statements and the certification of payroll data may subject the Developer and/or the other Employers or employee to prosecution. Any retainage to cover contract performance that may become due to the Developer and the other Employers pursuant to Section 2-92-250 of the Municipal Code of Chicago may be withheld by the City pending the Purchasing Agent's determination whether the Developer and the other Employers must surrender damages as provided in this paragraph. Any monetary obligations of the Developer hereunder shall be satisfied from distributable Surplus Cash only. In addition, the Developer shall make good faith efforts that all other contracts entered into in connection with the Project for work done, services provided or materials supplied shall be let to persons or entities whose main office and place of business are located within the City, subject to applicable H.U.D. regulations.

Nothing herein provided shall be construed to be a limitation upon the "Notice of Affirmative Action to Ensure Equal Employment Opportunity, Executive Order 11246" and "Standard Federal Equal Employment Opportunity, Executive Order 11246", or other affirmative action required for equal opportunity under the provisions of this Agreement.

The Developer shall cause or require the provisions of this Section 7.01 to be included in all construction contracts and subcontracts related to the Project.

7.02 Maintaining Records.

On a monthly basis until completion of construction of the Project, the Developer shall provide to D.P.D. reports in a form satisfactory to D.P.D. evidencing its compliance with Section 7.01.

7.03 Other Provisions.

Photocopies of all contracts or subcontracts entered into by the Developer in connection with the Project shall be made available to D.P.D. upon request. The Developer has the right to delete proprietary information from such contracts or subcontracts, provided, however, that upon D.P.D.'s request, the Developer shall make available such proprietary information for review by any authorized City representative.

Section 8.

Completion Of Construction.

8.01 Certificate Of Completion.

Upon the completion of the following:

(i) construction of the Project and related redevelopment activities constituting the Project,

(ii) Developer's receipt of a Certificate of Occupancy from the City's Buildings Department for all dwelling units in the Project,

(iii) verification by D.P.D. that all applicable rents in the Project are affordable,

(iv) verification by the City that the Developer is in full compliance with the City Resident Employment, M.B.E./W.B.E. and prevailing wage requirements,

(v) _____% of the retail space in the Project has been occupied, and

(vi) _____% of the market rate rental units have been leased and occupied,

all in accordance with the terms of this Agreement, and upon the Developer's written request, D.P.D. shall issue to the Developer a Certificate in recordable form certifying that the Developer has fulfilled its obligation to complete the Project in accordance with the terms of this Agreement. D.P.D. shall respond to the Developer's written request for a Certificate by issuing either a Certificate or a written statement detailing the ways in which the Project does not conform to this Agreement or has not been satisfactorily completed, and the measures which must be taken by the Developer in order to obtain the Certificate. The Developer may resubmit a written request for a Certificate upon completion of such measures.

8.02 Effect Of Issuance Of Certificate; Continuing Obligations.

The Certificate relates only to the construction of the Project and related redevelopment activities constituting the Project, and upon its issuance, the City will certify that the terms of the Agreement specifically related to the Developer's obligation to complete such activities have been satisfied. After the issuance of a Certificate, however, all executory terms and conditions of this Agreement and all representations and covenants contained herein will continue to remain in full force and effect throughout the Term of the Agreement as to the parties described in the following paragraph, and the issuance of the Certificate shall not be construed as a waiver by the City of any of its rights and remedies pursuant to such executory terms.

That covenant specifically described at Section 9.02 as a covenant that runs with the land is the only covenant in this Agreement intended to be binding upon any transferee of the Property (including an assignee as described in the following sentence) throughout the Term of the Agreement notwithstanding the issuance of a Certificate. The other executory terms of this Agreement that remain after the issuance of a Certificate shall be binding only upon the Developer or a permitted assignee of the Developer who, pursuant to Section 18.14 of this Agreement, has contracted to take an assignment of the Developer's rights under this Agreement and assume the Developer's liabilities hereunder.

8.03 Failure To Complete.

If the Developer fails to complete the Project in accordance with the terms of the Agreement, then the City shall have, but shall not be limited to, any of the following rights and remedies:

(a) subject to the provisions of Section 16.02, the right to terminate this Agreement and cease all disbursement of City Funds not yet disbursed pursuant hereto;

(b) the right (but not the obligation) to complete the Project and to pay for its costs out of City Funds or other City monies. In the event that the aggregate cost of completing the Project exceeds the amount of City Funds available, the Developer shall reimburse the City for all reasonable costs and expenses incurred by the City in completing such work in excess of the available City Funds; and

(c) the right to seek reimbursement of the City Funds from the Developer.

8.04 Notice Of Expiration Of Term Of Agreement.

Upon the expiration of the Term of the Agreement, D.P.D. shall provide the Developer, at the Developer's written request, with a written notice in recordable form stating that the Term of the Agreement has expired.

Section 9.

Covenants/Representations/Warranties Of Developer.

The Developer represents, warrants and covenants to the City as follows:

9.01 General.

The Developer represents, warrants and covenants that:

(a) it is an Illinois limited partnership duly organized, validly existing, qualified to do business in Illinois, and licensed to do business in every other state where, due to the nature of its activities or properties, such qualification or license is required;

(b) it has the right, power and authority to enter into, execute, deliver and perform this Agreement;

(c) the execution, delivery and performance by it of this Agreement has been duly authorized by all necessary partnership action and will not violate its partnership agreement as amended and supplemented, any applicable provision of law, or constitute a material breach of, default under or require any consent under, any agreement, instrument or document to which it is now a party or by which it is now or may become bound;

(d) unless otherwise permitted pursuant to the terms of this Agreement, including Section 18.14 hereof, it shall acquire and shall maintain good, indefeasible and merchantable fee simple title to or leasehold interest in the Property, subject to those matters shown in the Title Policy;

(e) there are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, or to its knowledge, threatened or affecting it which would materially impair its ability to perform under this Agreement;

(f) it shall obtain and shall maintain all government permits, certificates and consents (including, without limitation, appropriate environmental approvals) necessary to construct, complete and operate its business at the Property;

(g) it is not aware of any default with respect to any indenture, loan agreement, mortgage, deed, note or any other agreement or instrument related to the borrowing of money to which it is a party or by which it is bound which would materially affect its ability to perform hereunder;

(h) the Financial Statements when submitted will be complete and correct in all material respects and will accurately present the assets, liabilities, results of its operations and its financial condition;

(i) it is satisfied that it has taken any measures required to be taken to bring the Property and the Project into compliance with Environmental Laws and that the Property is suitable for its intended use;

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

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

(l) until the Certificate has been issued, the Developer shall not, without the prior written consent of the Commissioner of D.P.D., which consent shall be in D.P.D.'s sole discretion, allow the existence of any liens against the Property or any improvements or fixtures now or hereafter located thereon other than the Permitted Liens and liens being contested in accordance with Section 9.12 hereof, or incur any indebtedness, secured or to be secured by any such real or personal property, except Lender Financing disclosed in the Project Budget.

9.02 Covenant To Redevelop.

The Developer shall redevelop the Property substantially in accordance with the Agreement and all exhibits attached hereto, the T.I.F. Ordinances, the Plans and Specifications, the Project Budget and all amendments thereto, and all federal, state and local laws, ordinances, rules, regulations, executive orders and codes applicable to the Project, the Property and/or the Developer. The covenants set forth in this Section 9.02 shall run with the land and be binding upon any transferee of the Property other than a lender that takes title to the Property pursuant to foreclosure or deed in lieu of foreclosure and that does not receive City funds thereafter.

9.03 Redevelopment Plan.

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

9.04 Use Of Annual Available Excess Near North Incremental Taxes.

Annual Available Excess Near North Incremental Taxes disbursed to, or on behalf of, the Developer shall be used solely to pay or reimburse the Developer for the T.I.F.-Eligible Costs as provided in this Agreement.

9.05 Arms-Length Transactions.

Unless D.P.D. shall have given its prior written consent with respect thereto, no Affiliate of the Developer may receive any part of the City Funds, directly or indirectly, through reimbursement of the Developer pursuant to Section 4 or otherwise, in

payment for work done, services provided or materials supplied in connection with any T.I.F. -Eligible Costs. The Developer shall provide information with respect to any entity to receive the City Funds (by reimbursement or otherwise), upon D.P.D.'s request, prior to any such disbursement.

9.06 Conflict Of Interest.

The Developer represents and warrants that no member, official or employee of the City, or member of any commission or committee exercising authority over the Project or the Redevelopment Plan, or any consultant hired by the City in connection with the Project, owns or controls (or has owned or controlled) any interest, direct or indirect, in the Developer's business or the Property.

9.07 Disclosure Of Interest.

The Developer's counsel has no direct or indirect financial ownership interest in the Developer, the Property or any other aspect of the Project.

9.08 Financial Statements.

The Developer shall maintain and provide to D.P.D. its Financial Statements at the earliest practicable date but no later than one hundred twenty (120) days following the end of the Developer's fiscal year, each year for the Term of the Agreement.

9.09 Developer's Liabilities.

The Developer shall not enter into any transaction that would materially and adversely affect its ability to perform its obligations hereunder. The Developer shall immediately notify D.P.D. of any and all events or actions which may materially affect the Developer's ability to perform its obligations under this Agreement.

9.10 Compliance With Laws.

To the best of the Developer's knowledge, after diligent inquiry, the Property and the Project are and shall be in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, executive orders and codes, including but not limited to the Municipal Code of Chicago, Sections 7-28-390, 7-28-440, 11-4-1410, 11-4-1420, 11-4-1450, 11-4-1500, 11-4-1530, 11-4-1550 or 11-4-1560, whether or not in the performance of this Agreement. Upon the City's request, the Developer shall provide copies of any documentary evidence of compliance of such laws which may exist, such as, by way of illustration and not limitation, permits and licenses.

9.11 Recording And Filing.

The Developer shall cause this Agreement, certain exhibits (as specified by Corporation Counsel), all amendments and supplements hereto to be recorded and filed on the date hereof in the conveyance and real property records of the county in which the Project is located. This Agreement shall be recorded prior to any mortgage made in connection with any Lender Financing. The Developer shall pay all fees and charges incurred in connection with any such recording. Upon recording, the Developer shall immediately transmit to the City an executed original of this Agreement showing the date and recording number of record.

9.12 Real Estate Provisions.

The Developer agrees to pay or cause to be paid when due all Governmental Charges (as defined below) which are assessed or imposed upon the Developer, the Property or the Project, or become due and payable, and which create, may create, or appear to create a lien upon the Developer or all or any portion of the Property or the Project. "Governmental Charge" shall mean all federal, state, county, City, or other governmental (or any instrumentality, division, agency, body, or department thereof) taxes, levies, assessments, charges, liens, claims or encumbrances relating to the Developer, the Property or the Project, including but not limited to real estate taxes. The Developer shall have the right before any delinquency occurs to contest or object in good faith to the amount or validity of any Governmental Charge by appropriate legal proceedings properly and diligently instituted and prosecuted in such manner as shall stay the collection of the contested Governmental Charge and prevent the imposition of a lien or the sale or forfeiture of the Property. The Developer shall have the right to challenge or seek an abatement of real estate taxes applicable to the Property provided, that such real estate taxes must be paid in full when due and may be disputed only after such payment is made. No such contest or objection shall be deemed or construed in any way as relieving, modifying or extending the Developer's covenants to pay any such Governmental Charge at the time and in the manner provided in this Agreement unless the Developer has given prior written notice to D.P.D. of the Developer's intent to contest or object to a Governmental Charge and, unless, at D.P.D.'s sole option, (i) the Developer shall demonstrate to D.P.D.'s satisfaction that legal proceedings instituted by the Developer contesting or objecting to a Governmental Charge shall conclusively operate to prevent a lien against or the sale or forfeiture of all or any part of the Property to satisfy such Governmental Charge prior to final determination of such proceedings and/or (ii) the Developer shall furnish a good and sufficient bond or other security satisfactory to D.P.D. in such form and amounts as D.P.D. shall require, or a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of any such sale or forfeiture of the Property during the pendency of such contest, adequate to pay fully any such contested Governmental Charge and all interest and penalties upon the adverse determination of such contest. If the Developer fails to pay any Governmental

Charge or to obtain discharge of the same, the Developer shall advise D.P.D. thereof in writing, at which time D.P.D. may, but shall not be obligated to, and without waiving or releasing any obligation or liability of the Developer under this Agreement, in D.P.D.'s sole discretion, make such payment, or any part thereof, or obtain such discharge and take any other action with respect thereto which D.P.D. deems advisable. All sums so paid by D.P.D., if any, and any expenses, if any, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be promptly paid to D.P.D. by the Developer. Notwithstanding anything contained herein to the contrary, this paragraph shall not be construed to obligate City to pay any such Governmental Charge. Additionally, if the Developer fails to pay any Governmental Charge, City, in its sole discretion, may require the Developer to submit to City audited Financial Statements at the Developer's own expense.

9.13 Affordable Housing Covenant.

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

for the Term of this Agreement, eighty-two (82) of the Project's dwelling units will be rented by Developer to households whose annual income does not exceed sixty percent (60%) of the median income of the correspondingly-sized household in the City as determined from time to time by the City's Department of Housing ("Affordable Units").

(b) The covenants set forth in this Section 9.13 shall run with the land and be binding upon any transferee.

(c) The Developer acknowledges and agrees that any default under this Section 9.13, in addition to triggering an Event of Default under this Agreement, may also be an event of default under the City's Affordable Housing Ordinance, Section 2-44-090 of the Municipal Code of Chicago, and may result in the City's assessment of Affordable Housing Opportunity Fund fees (as defined in that ordinance) of One Hundred Thousand Dollars (\$100,000) per Affordable Unit not completed as set forth herein.

9.14 Public Benefits Program.

In consultation with D.P.D. and the local alderman, Developer will identify a public benefit program or contribution and, as a material consideration for this Agreement, shall undertake said program promptly upon its identification.

9.15 Survival Of Covenants.

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

Section 10.

Covenants/Representations/Warranties Of City.

10.01 General Covenants.

The City represents that it has the authority as a home rule unit of local government to execute and deliver this Agreement and to perform its obligations hereunder, and covenants that: (a) the Incremental Taxes Fund exists, (b) the Incremental Taxes will be deposited therein, and (c) such funds shall remain available to pay the City's obligations under Sections 4.02 and 4.04 as the same become due, as long as the T.I.F.-Eligible Costs continue to be payable from Annual Available Excess Near North Incremental Taxes under the Act. The City agrees not to amend the Redevelopment Plan so as to materially impair its ability to pay in full any amounts due from the City under this Agreement without the written consent of the Developer.

10.02 Survival Of Covenants.

All warranties, representations and covenants of the City contained in this Section 10 or elsewhere in this Agreement shall be true, accurate and complete at the time of the City's execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto and be in effect throughout the Term of the Agreement.

Section 11.

Employment Opportunity.

The Developer and its successors and assigns hereby agree, and shall contractually obligate its or their contractors or any Affiliate of the Developer

operating on the Property (individually an "Employer" and collectively, "Employers") to agree, that for the Term of the Agreement with respect to the Developer and during the period of any other such party's provision of services hereunder or occupation of the Property:

(a) No Employer shall discriminate against any employee or applicant for employment on the basis of race, color, sex, age, religion, mental or physical disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status or source of income, as defined in the City of Chicago Human Rights Ordinance adopted December 21, 1988, Municipal Code of Chicago, Chapter 2-160, Section 2-160-010, et seq., as amended from time to time (the "Human Rights Ordinance"). Each Employer will take affirmative action to insure that applicants are employed and employees are treated during employment without regard to their race, color, religion, sex, national origin, ancestry, age, mental or physical disability, sexual orientation, marital status, parental status, military discharge status or source of income. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. Each Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.

(b) All solicitation or advertisement for employees placed by or on behalf of any Employer shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, ancestry, age, mental or physical disability, sexual orientation, marital status, parental status, military discharge status or source of income.

(c) Each Employer shall comply with federal, state and local equal employment and affirmative action statutes, rules and regulations, including but not limited to the Human Rights Ordinance and the Illinois Human Rights Act, 775 ILCS 5/1-101, et seq. (1992), and any subsequent amendments and regulations promulgated pursuant thereto.

(d) Consistent with the findings which support the Minority-Owned and Women-Owned Business Enterprise Procurement Program (the "M.B.E./W.B.E. Program"), Section 2-92-420, et seq., Municipal Code of Chicago, and in reliance upon the provisions of the M.B.E./W.B.E. Program to the extent contained in, and as qualified by, the provisions of this Section 11, during the course of construction of the Project, at least the following percentages of the aggregate hard construction costs for the Project shall be expended for contract participation by minority-owned businesses ("M.B.E.s") and by women-owned businesses ("W.B.E.s"):

- a. at least twenty-four percent (24%) by M.B.E.s;
- b. at least four percent (4%) by, W.B.E.s.

Consistent with Section 2-92-440, Municipal Code of Chicago, the Developer's M.B.E./W.B.E. commitment maybe achieved in part by the Developer's status as an M.B.E. or W.B.E. (but only to the extent of any actual work performed on the Project by the Developer) or by a joint venture with one or more M.B.E.s or W.B.E.s (but only to the extent of the lesser of (i) the M.B.E. or W.B.E. participation in such joint venture or (ii) the amount of any actual work performed on the Project by the M.B.E. or W.B.E.), by the Developer utilizing an M.B.E. or a W.B.E. as the General Contractor (but only to the extent of any actual work performed on the Project by the General Contractor), by subcontracting or causing the General Contractor to subcontract a portion of the Project to one or more M.B.E.s or W.B.E.s or by the purchase of materials used in the Project from one or more M.B.E.s or W.B.E.s, or by any combination of the foregoing. Those entities which constitute both an M.B.E. and a W.B.E. shall not be credited more than once with regard to the Developer's M.B.E./W.B.E. commitment as described in this Section 11.

The Developer shall deliver quarterly reports to D.P.D. during the Project describing its efforts to achieve compliance with this M.B.E./W.B.E. commitment. Such reports shall include, inter alia, the name and business address of each M.B.E. and W.B.E. solicited by the Developer or the General Contractor to work on the Project, and the responses received from such solicitation, the name and business address of each M.B.E. or W.B.E. actually involved in the Project, a description of the work performed or products or services supplied, the date and amount of such work, product or service, and such other information as may assist D.P.D. in determining the Developer's compliance with this M.B.E./W.B.E. commitment. The Developer shall maintain records of all relevant data with respect to the utilization of M.B.E.s and W.B.E.s in connection with the Project for at least five (5) years after completion of the Project, and D.P.D. shall have access to all such records maintained by the Developer, on five (5) Business Days' notice, to allow the City to review the Developer's compliance with its commitment to M.B.E./W.B.E. participation and the status of any M.B.E. or W.B.E. performing any portion of the Project.

Upon the disqualification of any M.B.E. or W.B.E. General Contractor or subcontractor, if such status was misrepresented by the disqualified party, the Developer shall be obligated to discharge or cause to be discharged the disqualified General Contractor or subcontractor, and, if possible, identify and engage a qualified M.B.E. or W.B.E. as a replacement. For purposes of this subsection (e), the disqualification procedures are further described in Section 2-92-540, Municipal Code of Chicago.

Any reduction or waiver of the Developer's M.B.E./W.B.E. commitment as described in this Section 11 shall be undertaken in accordance with Section 2-92-450, Municipal Code of Chicago.

Prior to the commencement of the Project, the Developer shall be required to meet with the monitoring staff of D.P.D. with regard to the Developer's compliance with its obligations under this Section 11. The General Contractor and all major

Subcontractors shall be required to attend this pre-construction meeting. During said meeting, the Developer shall demonstrate to D.P.D. its plan to achieve its obligations under this Section 11, the sufficiency of which shall be approved by D.P.D.. During the Project, the Developer shall submit the documentation required by this Section 11 to the monitoring staff of D.P.D.. Failure to submit such documentation on a timely basis, or a determination by D.P.D., upon analysis of the documentation, that the Developer is not complying with its obligations under this Section 11, shall, upon the delivery of written notice to the Developer, be deemed an Event of Default. Upon the occurrence of any such Event of Default, in addition to any other remedies provided hereunder, the City may: (1) issue a written demand to the Developer to halt the Project, (2) withhold any further payments to, or on behalf of the Developer, or (3) seek any remedies against the Developer available at law or in equity.

(e) The Developer will include the foregoing provisions in every contract entered into in connection with the Project and every agreement with any Affiliate operating on the Property so that such provision will be binding upon each contractor or Affiliate, as the case may be.

Section 12.

Environmental Matters.

The Developer hereby represents and warrants to the City that the Developer has conducted environmental studies sufficient to conclude that the Project may be constructed, completed and operated in accordance with all Environmental Laws and this Agreement and all exhibits attached hereto, and the Redevelopment Plan.

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

of City or Developer or any of its subsidiaries under any Environmental Laws relating to the Property.

Section 13.

Insurance.

The Developer shall procure and maintain, or cause to be maintained, at its sole cost and expense, at all times throughout the Term of the Agreement, and until each and every obligation of the Developer contained in the Agreement has been fully performed, the types of insurance specified below, with insurance companies authorized to do business in the State of Illinois covering all operations under this Agreement, whether performed by the Developer, any contractor or subcontractor:

(a) Prior To Execution And Delivery Of This Agreement:

At least ten (10) business days prior to the execution of this Agreement, the Developer shall procure and maintain the following kinds and amounts of insurance:

(i) Workers' Compensation And Occupational Disease Insurance.

Worker's Compensation and Occupational Disease Insurance, in statutory amounts, covering all employees who are to provide a service under this Agreement. Employer's liability coverage with limits of not less than One Hundred Thousand and no/100 Dollars (\$100,000.00) for each accident or illness shall be included.

(ii) Commercial Liability Insurance (Primary And Umbrella).

Commercial Liability Insurance or equivalent with limits of not less than One Million and no/100 Dollars (\$1,000,000.00) per occurrence, combined single limit, for bodily injury, personal injury and property damage liability. Products/completed operations, independent contractors, broad form property damage and contractual liability coverages are to be included.

(b) Construction.

Prior to the construction of any portion of the Project, the Developer shall procure and maintain, or cause to be maintained, the following kinds and amounts of insurance:

(i) Workers' Compensation And Occupational Disease Insurance.

Workers' Compensation and Occupational Disease Insurance, in statutory amounts, covering all employees who are to provide a service under or in connection with this Agreement. Employer's liability coverage with limits of not less than One Hundred Thousand and no/100 Dollars (\$100,000.00) for each accident or illness shall be included.

(ii) Commercial Liability Insurance (Primary And Umbrella).

Commercial Liability Insurance or equivalent with limits of not less than Two Million and no/100 Dollars (\$2,000,000.00) per occurrence, combined single limit, for bodily injury, personal injury and property damage liability. Products/completed operations, explosion, collapse, underground, independent contractors, broad form property damage and contractual liability coverages are to be included.

(iii) Automobile Liability Insurance

When any motor vehicles are used in connection with work to be performed in connection with this Agreement, the Developer shall provide Automobile Liability Insurance with limits of not less than One Million and no/100 Dollars (\$1,000,000.00) per occurrence combined single limit, for bodily injury and property damage.

(iv) All Risk Builders Risk Insurance.

When the Developer, any contractor or subcontractor undertakes any construction, including improvements, betterments and/or repairs, Developer, such contractor or subcontractor shall provide All Risk Blanket Builder's Risk Insurance to cover the materials, equipment, machinery and fixtures that are or will be part of the permanent facilities. Coverage extensions shall include boiler and machinery and flood.

(v) Professional Liability.

When any architects, engineers or consulting firm perform work in connection with this Agreement, Professional Liability Insurance shall be maintained with limits of One Million and no/100 Dollars (\$1,000,000.00). The policy shall have an extended reporting period of two (2) years. When

policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Project.

(c) Other Provisions.

Upon D.P.D. request, the Developer shall provide D.P.D. with copies of insurance policies or certificates evidencing the coverage specified above. If the Developer fails to obtain or maintain any of the insurance policies required under this Agreement or to pay any insurance policies required under this Agreement, or to pay any premium in whole or in part when due, the City may (without waiving or releasing any obligation or Event of Default by the Developer hereunder) obtain and maintain such insurance policies and take any other action which the City deems advisable to protect its interest in the Property and/or the Project. All sums so disbursed by the City including reasonable attorneys' fees, court costs and expenses, shall be reimbursed by the Developer upon demand by the City.

The Developer agrees, and shall cause each contractor and subcontractor to agree, that any insurance coverages and limits furnished by the Developer and such contractors or subcontractors shall in no way limit the Developer's liabilities and responsibilities specified under this Agreement or any related documents or by law, or such contractor's or subcontractor's liabilities and responsibilities specified under any related documents or by law. The Developer shall require all contractors and subcontractors to carry the insurance required herein, or the Developer may provide the coverage for any or all contractors and subcontractors, and if so, the evidence of insurance submitted shall so stipulate.

The Developer agrees, and shall cause its insurers and the insurers of each contractor and subcontractor engaged after the date hereof in connection with the Project to agree, that all such insurers shall waive their rights of subrogation against the City.

The Developer shall comply with any additional insurance requirements that are stipulated by the Interstate Commerce Commission's Regulations, Title 49 of the Code of Federal Regulations, Department of Transportation; Title 40 of the Code of Federal Regulations, Protection of the Environment and any other federal, state or local regulations concerning the removal and transport of Hazardous Materials.

The City maintains the right to modify, delete, alter or change the provisions of this Section 13 upon receipt of H.U.D.'s prior written consent and so long as such action does not, without the Developer's prior written consent, increase the requirements set forth in this Section 13 beyond that which is reasonably customary at such time.

Section 14.

Indemnification.

The Developer agrees to indemnify, defend and hold the City harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses including, without limitation, reasonable attorneys' fees and court costs, suffered or incurred by the City arising from or in connection with (i) the Developer's failure to comply with any of the terms, covenants and conditions contained within this Agreement, or (ii) the Developer's or any contractor's failure to pay contractors or materialmen in connection with the Project, or (iii) the existence of any material misrepresentation or omission in the Redevelopment Plan or any other document related to this Agreement and executed by the Developer that is the result of information supplied or omitted by the Developer or its agents, employees, contractors or persons acting under the control or at the request of the Developer or (iv) the Developer's failure to cure its misrepresentation in this Agreement or any other agreement relating thereto within the cure period provided.

Section 15.

Maintaining Records/Right To Inspect.

15.01 Books And Records.

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

15.02 Inspection Rights.

Any authorized representative of the City shall have access to all portions of the Project and the Property during normal business hours for the Term of the Agreement.

Section 16.

Default And Remedies.

16.01 Events Of Default.

The occurrence of any one or more of the following events, subject to the provisions of Sections 16.03 and 18.16, shall constitute an "Event of Default" by the Developer hereunder:

(a) the failure of the Developer to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Developer under this Agreement or any related agreement;

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

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

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

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

(f) the appointment of a receiver or trustee for the Developer, for any substantial part of the Developer's assets or the institution of any proceedings for the dissolution, or the full or partial liquidation, or the merger or consolidation, of the Developer; provided, however, that if such appointment or commencement of

proceedings is involuntary, such action shall not constitute an Event of Default unless such appointment is not revoked or such proceedings are not dismissed within sixty (60) days after the commencement thereof;

(g) the entry of any judgment or order against the Developer which remains unsatisfied or undischarged and in effect for thirty (30) days after such entry without a stay of enforcement or execution;

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

(i) a change in the Developer's general partner, addition of a general partner or sale or other transfer of all or a controlling interest in the ownership of the general partner without D.P.D.'s prior written consent; or

(j) a change in the ownership of the Project without D.P.D.'s prior written consent.

16.02 Remedies.

Upon the occurrence of an Event of Default, the City may terminate this Agreement and all related agreements, and may suspend disbursement of the City Funds. The City may, in any court of competent jurisdiction by any action or proceeding at law or in equity, secure the specific performance of the agreements contained herein, or may be awarded damages for failure of performance, or both, provided, however, that the City shall not obtain a lien against the Property.

16.03 Curative Period.

In the event the Developer shall fail to perform a monetary covenant which the Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless the Developer has failed to perform such monetary covenant within ten (10) days of its receipt of a written notice from the City specifying that it has failed to perform such monetary covenant. In the event the Developer shall fail to perform a non-monetary covenant which the Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless the Developer has failed to cure such default within thirty (30) days of its receipt of a written notice from the City specifying the nature of the default; provided, however, with respect to those non-monetary defaults which are not capable of being cured within such thirty (30) day period, the Developer shall not be deemed to have committed an Event of Default under this Agreement if it has commenced to cure the alleged default within such thirty (30) day period and

thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

Section 17A.

Mortgaging Of The Project.

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

(a) In the event that a mortgagee or any other party shall succeed to the Developer's interest in the Property or any portion thereof pursuant to the exercise of remedies under a New Mortgage (other than a Permitted Mortgage), whether by foreclosure or deed in lieu of foreclosure and in conjunction therewith accepts an assignment of the Developer's interest hereunder in accordance with Section 18.14 hereof, the City may, but shall not be obligated to, attorn to and recognize such party as the successor in interest to the Developer for all purposes under this Agreement and, unless so recognized by the City as the successor in interest, such party shall be entitled to no rights or benefits under this Agreement, but such party shall be bound by those provisions of this Agreement that are covenants expressly running with the land.

(b) In the event that any mortgagee shall succeed to the Developer's interest in the Property or any portion thereof pursuant to the exercise of remedies under an Existing Mortgage or a Permitted Mortgage, whether by foreclosure or deed in lieu of foreclosure, and in conjunction therewith accepts an assignment of the Developer's interest hereunder in accordance with Section 18.14 hereof, the City hereby agrees to attorn to and recognize such party as the successor in interest to the Developer for all purposes under this Agreement so long as such party accepts all of the obligations and liabilities of "the Developer" hereunder; provided, however, that, notwithstanding any other provision of this Agreement to the contrary, it is understood and agreed that if such party accepts an assignment of the Developer's interest under this Agreement, such party has no liability under this Agreement for any Event of Default of the Developer which accrued prior to the time such party

succeeded to the interest of the Developer under this Agreement, in which case the Developer shall be solely responsible. However, if such mortgagee under a Permitted Mortgage or an Existing Mortgage does not expressly accept an assignment of the Developer's interest hereunder, such party shall be entitled to no rights and benefits under this Agreement, and such party shall be bound only by those provisions of this Agreement, if any, which are covenants expressly running with the land.

Section 17B.

Notice.

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

If To City:

City of Chicago
Department of Planning and
Development
121 North LaSalle Street -- Room 1000
Chicago, Illinois 60602
Attention: Commissioner

with copies to:

City of Chicago
Department of Law
Finance and Economic Development
Division
121 North LaSalle Street
Room 600
Chicago, Illinois 60602

and

Department of Finance
City of Chicago
33 North LaSalle Street, 5th Floor
Chicago, Illinois 60602
Attention: City Comptroller

If To Developer:

Chicago Cambridge L.P.
In care of Davis Associates Managers
L.L.C.
54 West Hubbard Street, Suite 205
Chicago, Illinois 60610

and

Near West Side Community
Development Corporation

Such addresses may be changed by notice to the other parties given in the same manner provided above. Any notice, demand or request sent pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch. Any notice, demand or request sent pursuant to clause (c) shall be deemed received on the business day immediately following deposit with the overnight courier and any notices, demands or requests sent pursuant to subsection (d) shall be deemed received two (2) business days following deposit in the mail.

Section 18.

Miscellaneous.

18.01 Amendment.

This Agreement and the exhibits attached hereto may not be amended without the prior written consent of the City and the Developer.

18.02 Entire Agreement.

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

18.03 Limitation Of Liability.

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

18.04 Further Assurances.

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

18.05 Waiver.

Waiver by the City or the Developer with respect to any breach of this Agreement shall not be considered or treated as a waiver of the rights of the respective party with respect to any other default or with respect to any particular default, except to the extent specifically waived by the City or the Developer in writing.

18.06 Remedies Cumulative.

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

18.07 Disclaimer.

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

18.08 Headings.

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

18.09 Counterparts.

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

18.10 Severability.

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

18.11 Governing Law.

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

18.12 Form Of Documents.

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

18.13 Approval.

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

18.14 Assignment.

The Developer may not sell, assign or otherwise transfer its interest in this Agreement in whole or in part without the written consent of the City. Any successor in interest to the Developer under this Agreement shall certify in writing to the City its agreement to abide by all terms of this Agreement for the Term of the Agreement, and shall execute an affidavit to the effect that it is in compliance with

all applicable City ordinances and is otherwise qualified to do business with the City. The Developer consents to the City's sale, transfer, assignment or other disposal of this Agreement at any time in whole or in part.

18.15 Binding Effect.

This Agreement shall be binding upon the Developer and its successors and permitted assigns and shall inure to the benefit of the City, its successors and assigns. The provisions of this Agreement pertaining to the obligations of the City shall be binding upon the City.

18.16 Force Majeure.

For the purposes of any of the provisions of this Agreement, neither the City nor the Developer, as the case may be, nor any successor in interest, shall be considered in breach of or in default of its obligations under this Agreement in the event of any delay caused by damage or destruction by fire or other casualty, strike, shortage of material, unusually adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or quantity for an abnormal duration, tornadoes or cyclones and other events or conditions beyond the reasonable control of the party affected which in fact interferes with the ability of such party to discharge its respective obligations hereunder.

18.17 No Business Relationship With City Elected Officials.

Pursuant to Section 2-156-030(b) of the Municipal Code of Chicago, it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected official has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship. Violation of Section 2-156-030(b) by any elected official, or any person acting at the direction of such official, with respect to any of the Loan Documents, or in connection with the transactions contemplated thereby, shall be grounds for termination of the Redevelopment Agreement and the transactions contemplated thereby. The Developer hereby represents and warrants that, to the best of its knowledge after due inquiry, no violation of Section 2-156-030(b) has occurred with respect to the Redevelopment Agreement or the transactions contemplated thereby.

In Witness Whereof, The parties hereto have caused this Redevelopment Agreement to be executed on or as of the day and year first above written.

Chicago Cambridge L.P., an Illinois limited partnership

By: Chicago Cambridge L.L.C., an Illinois limited liability company and its general partner

By: _____

Its: _____

Near West Side Community Development Corporation, an Illinois not for profit corporation

By: _____

Its: _____

City of Chicago, Illinois, acting by and through its Department of Planning and Development

By: _____

Lori Healey,
Commissioner

State of Illinois)
)SS.
County of Cook)

I, _____, a notary public in and for the said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the

_____ of _____, an Illinois limited liability company (the "Company") and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this ___ day of _____, 2006 in person and acknowledged that he signed, sealed and delivered said instrument, pursuant to the authority given to him by _____, as the general partner of Chicago Cambridge L.P., for the uses and purposes therein set forth.

Notary Public

My commission expires: _____.

[Seal]

State of Illinois)
)SS.
County of Cook)

I, _____, a notary public in and for the said County, in the State aforesaid, do hereby certify that Lori Healey, personally known to me to be the Commissioner of the Department of Planning and Development of the City of Chicago (the "City"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this _____ day of _____, 2006 in person and acknowledged that she signed, sealed, and delivered said instrument pursuant to the authority given to her by the City, as her free and voluntary act and as the free and voluntary act of the City, for the uses and purposes therein set forth.

Notary Public

My commission expires: _____.

[Seal]

[(Sub)Exhibits "A", "C", "F", "G" and "J" referred to in this Redevelopment Agreement with Chicago Cambridge L.P. and Near West Side Community Development Corporation unavailable at time of printing.]

[(Sub)Exhibit "E" not referenced in this Redevelopment Agreement with Chicago Cambridge L.P. and Near West Side Community Development Corporation.]

(Sub)Exhibits "B", "D", "H-1", "H-2" and "I" referred to in this Redevelopment Agreement with Chicago Cambridge L.P. and Near West Side Community Development Corporation read as follows:

(Sub)Exhibit "B".

(To Redevelopment Agreement With Chicago Cambridge L.P. And Near West Side Community Development Corporation)

Description Of The Premises.

Parcel 1:

Lots 111, 112, 113, 114 and 115 in Charles J. Hull's Subdivision of 9½ acres in the east half of the southwest quarter of Section 4, Township 39 North, Range 14 east of the Third Principal Meridian.

Parcel 2:

The south 120.00 feet of Lot 116 in Charles J. Hull's Subdivision of 9½ acres in the east half of the southwest quarter of Section 4, Township 39 North, Range 14 east of the Third Principal Meridian.

Parcel 3:

The south 120.00 feet of Lot 17 in Peter Hugel and Others' Subdivision in the southeast quarter of the southwest quarter of Section 4, Township 39 North, Range 14 east of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as:

North side of Chicago Avenue, between Cleveland Avenue and Cambridge Avenue,
Chicago, Illinois.

Permanent Index Numbers:

17-04-325-114;

17-04-325-115;

17-04-325-061;

17-04-325-062.

(Sub)Exhibit "D".

(To Redevelopment Agreement With Chicago Cambridge L.P. And
Near West Side Community Development Corporation)

Financing For The Project.

Sources	Amount	
I.H.D.A. First Mortgage	\$ 9,300,000	* See note below
I.H.D.A. HOME	2,000,000	
I.H.D.A. Trust Fund	2,500,000	
D.O.H. HOME	1,330,468	** See note below

* T.I.F. proceeds in the amount of Three Million Five Hundred Thousand Dollars (\$3,500,000) will be used to repay a portion of the I.H.D.A. First Mortgage.

** HOME amount not to exceed One Million Five Hundred Thousand Dollars (\$1,500,000).

Sources	Amount	
M.M.A. Financial Equity	\$12,240,000	
Deferred Developer Fee	<u>1,315,236</u>	
TOTAL SOURCES:		\$28,685,704

Uses	Amount	
Hard Costs:		
General Conditions	\$ 1,015,476	
Overhead	338,492	
Profit	1,015,476	
Parking	174,600	
Construction	16,750,000	
Subtotal:	19,294,044	
Permits (D.C.A.P.)	109,621	
Land Remediation	83,600	
Acquisition	2,515,401	
Carrying Costs	473,846	
Architects/Engineers	735,000	
Leasing	17,500	
Contingency	630,000	
General and Administrative	88,500	

Uses	Amount
Legal/Accounting	\$ 210,000
Reserves	580,660
Insurance	37,500
Financing Fees	344,000
Real Estate Taxes	60,000
Market Study	15,500
Construction Interest	633,845
Developer Fee	2,856,687
TOTAL USES:	\$28,685,704

(Sub)Exhibit "H-1".

(To Redevelopment Agreement With Chicago Cambridge L.P. And
Near West Side Community Development Corporation)

Architect's Opening Certificate.

Date: _____

The undersigned, Loewenberg and Associates ("Architect"), hereby certifies to the City of Chicago, Illinois ("City") as follows (any term which is capitalized but not specifically defined herein shall have the same meaning as set forth in that certain Redevelopment Agreement ("Agreement") dated _____, 200__, by and between the City and Chicago Cambridge L.P. ("Developer")):

1. Architect is an architect licensed and in good standing in the State of Illinois.
2. Architect has prepared the Plans and Specifications, to the best of the Architect's professional knowledge, the same are, and the Project will be when completed in accordance therewith, in full compliance with all applicable building,

zoning and other laws, statutes, codes, regulations and ordinances (collectively, "Laws"), including, without limitation, all applicable pollution control and environmental protection regulations.

3. The Project, when completed in accordance with the Plans and Specifications, will not encroach upon any recorded or visible easement in effect with respect to the Property.

4. The Plans and Specifications are complete in all respects and were prepared in accordance with accepted architectural practices, containing all detail requisite for the Project which, when built and equipped in accordance therewith, shall be ready for occupancy.

5. In the aggregate, the construction contract and the existing subcontracts contain all detail necessary to provide for all labor, material and equipment required by the Plans and Specifications.

6. All permits and other governmental approvals necessary for the construction of the Project and the intended occupancy, use and operation thereof have been obtained as of the date of this Certificate or, if not so obtained, the Architect has no reason to believe same will not be obtained as and when so required. Such permits and other necessary governmental approvals are described in (Sub)Exhibit 1 attached to this Certificate.

7. To our knowledge, there are no petitions, actions or proceedings pending or threatened to revoke, rescind, alter or declare invalid (in any manner adverse to the Project), any Laws, permits or other necessary governmental approvals relating to the Property or the Project.

Adequate ingress and egress to the Project over public streets and rights of way will be available during the period of construction of the Project and thereafter.

8. All existing foundation and subsurface work conforms to the Plans and Specifications and all portions of the Project consisting of the subsurface work has been completed.

9. This Certificate is made with the intent that it may be relied upon by the City as a condition to payment under the Redevelopment Agreement.

10. The Architect has executed and delivered to the City the Statement of Compliance in the form attached hereto as (Sub)Exhibit 2.

Architect:

Loewenberg and Associates

By: _____

Its: General Partner

By: _____

Its: _____

[(Sub)Exhibits 1 and 2 referred to in this Architect's Opening Certificate unavailable at time of printing.]

(Sub)Exhibit "H-2".

(To Redevelopment Agreement With Chicago Cambridge L.P. And Near West Side Community Development Corporation)

Architect's Completion Certificate.

Date: _____

The undersigned, Loewenberg and Associates ("Architect"), hereby certifies to the City of Chicago, Illinois ("City") as follows (any term which is capitalized but not specifically defined herein shall have the same meaning as set forth in that certain Redevelopment Agreement ("Agreement") dated _____, 200__, by and between the City and Chicago Cambridge L.P. ("Developer")):

1. Architect is an architect licensed and in good standing in the State of Illinois.
2. The construction of the Project has been "substantially completed" as of the date of this Certificate in accordance with the approved Plans and Specifications. For purposes hereof, the Project being "substantially completed" means that the Project is usable in its present condition for its intended purpose. The Architect's determination of the total cost to complete the construction of such portion of the Project as may be unfinished is \$_____.
3. Neither the Property nor the construction of the Project violates or will violate any existing applicable zoning, building, environmental protection or other statutes, ordinances, laws or regulations (collectively, "Laws").

_____, the _____ of Near West Side Community Development Corporation, an Illinois not-for-profit corporation (jointly, the "Developer"), hereby certifies that with respect to that certain Chicago Cambridge L.P. and Near West Side Community Development Corporation Redevelopment Agreement between the Developer and the City of Chicago dated _____, 2006 (the "Agreement"):

A. Expenditures for the Project, in the total amount of \$_____, have been made to date.

B. This paragraph B sets forth and is a true and complete statement of all costs of T.I.F.-Eligible Improvements for the Project reimbursed by the City to date:

\$_____

C. The Developer requests reimbursement for the following costs of T.I.F.-Eligible Improvements, and states (i) that none of the costs referenced below have been previously reimbursed by the City, and (ii) that the Developer has incurred, accrued and/or paid the following parties for the listed items, each of which constitutes construction hard costs related to the construction of the Section 8 Voucher Units or the Low-Income Units for the Project, or that constitute acquisition costs of the Property:

[enumerate here, with dollar amounts incurred per enumerated category]

General Contractor

\$_____

[add other subcontractors as needed]

\$_____

[name the seller of Property]

\$_____

D. The Developer hereby certifies to the City that, as of the date hereof:

1. Except as described in the attached certificate, the representations and

warranties contained in the Redevelopment Agreement are true and correct and the Developer is in compliance with all applicable covenants contained herein.

2. No Event of Default or condition or event which, with the giving of notice or passage of time or both, would constitute an Event of Default, exists or has occurred.

All capitalized terms which are not defined herein has the meanings given such in the Agreement.

In Witness Whereof, We have hereunto affixed our signatures this ____ day of _____, _____.

Chicago Cambridge L.P., an Illinois limited partnership

By: _____

Its: _____

Near West Side Community Development Corporation, an Illinois not-for-profit corporation

By: _____

Its: _____

Subscribed and sworn before me this _____ day of _____, _____.

My commission expires: _____

Agreed and Accepted:

Name: _____

Title: _____

City of Chicago,
Department of Planning and Development

AUTHORIZATION FOR RESTRUCTURE OF LOAN AGREEMENT
WITH WOODLAWN PARTNERS LIMITED PARTNERSHIP
AND CENTRAL WOODLAWN PARTNERSHIP II.

The Committee on Finance submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing entering into and executing a loan restructuring agreement for Woodlawn Partners Limited Partnership and Central Woodlawn Partnership II, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois and, as such, may legislate as to matters which pertain to its local government and affairs; and

WHEREAS, The City Council of the City (the "City Council") has determined that the continuance of a shortage of rental housing affordable to persons of low- and moderate-income is harmful to the health, prosperity, economic stability and general welfare of the City; and

WHEREAS, The City also previously programmed certain Home Investment Program funds (the "HOME Program") under a program in which grants were made to local governments to increase the number of families served with decent, safe, sanitary and affordable housing and to expand the long-term supply of affordable housing; and

WHEREAS, The City Council, pursuant to an ordinance enacted on July 29, 1998, and published at pages 74327 through 74332 of the *Journal of the Proceedings of the City Council of the City of Chicago* of that date, authorized D.O.H. to make a loan in an amount not to exceed Three Million One Hundred Fifty-nine Thousand One Hundred Sixty-eight Dollars (\$3,159,168) to Woodlawn Partners Limited Partnership, utilizing in part HOME Program funds for the acquisition and rehabilitation of residential rental buildings located at 6446 -- 6450 South Kenwood Avenue and 5630 -- 5638 South Michigan Avenue, Chicago, Illinois (the "Buildings"); and

WHEREAS, On December 21, 1998, the City made a loan in the amount of Three Million One Hundred Fifty-nine Thousand One Hundred Sixty-eight Dollars

(\$3,159,168) ("City Loan 1") to Woodlawn Partners Limited Partnership, an Illinois limited partnership ("Borrower 1"), the sole general partner of which was Woodlawn Partners L.L.C., an Illinois limited liability company (the "General Partner 1"), the sole members of which were the Fund Development Corporation, an Illinois not-for-profit corporation and Rezmar Corporation, an Illinois corporation ("Rezmar"); and

WHEREAS, The City secured City Loan 1 with a Junior Mortgage, Assignment of Rents and Financing Statement dated December 21, 1998, made by Borrower 1 in favor of the City; and

WHEREAS, The City Council, pursuant to an ordinance enacted on March 6, 1996, and published at pages 16288 through 16293 of the *Journal of the Proceedings of the City Council of the City of Chicago* of that date, authorized D.O.H. to make a loan in an amount not to exceed Three Million Seven Hundred Forty-seven Thousand Three Hundred Eighty Dollars (\$3,747,380) to Central Woodlawn Limited Partnership II, utilizing in part HOME Program funds for the acquisition and rehabilitation of residential rental buildings located at 957 -- 959 East 62nd Street, 1016 East 62nd Street, 1109 -- 1115 East 62nd Street, 6201 -- 6209 South Greenwood Avenue, 6156 -- 6158 South Greenwood Avenue, 6156 -- 6158 South University Avenue and 6219 -- 6225 South University Avenue, Chicago, Illinois (together with the Buildings, collectively, the "Property"); and

WHEREAS, On August 13, 1996, the City made a loan in the amount of Three Million Seven Hundred Fourteen Thousand Two Hundred Forty-five Dollars (\$3,714,245) (the "City Loan 2") to Central Woodlawn Partners Limited Partnership II, an Illinois limited partnership (the "Borrower 2"), the sole general partner of which was Renaissance L.L.C., an Illinois limited liability company (the "General Partner 2"), the sole members of which were Woodlawn Preservation and Investment Corporation, an Illinois not-for-profit corporation, and Rezmar; and

WHEREAS, The City secured City Loan 2 with a Junior Mortgage, Assignment of Rents and Financing Statement dated August 13, 1996, made by Borrower 2 in favor of the City; and

WHEREAS, Rezmar desires to terminate its membership in both General Partner 1 and General Partner 2; and

WHEREAS, D.O.H. desires to permit the replacement of Rezmar as a member of General Partner 1 with TWG Woodlawn Partners L.L.C., an Illinois limited liability company; and

WHEREAS, D.O.H. desires to permit the replacement of Rezmar as a member of General Partner 2 with TWG Central Woodlawn II L.L.C., an Illinois limited liability company; and

WHEREAS, Borrower 1 is currently not in default on City Loan 1, but requests that D.O.H. approve a proposed restructuring of City Loan 1; and

WHEREAS, Borrower 2 is currently not in default on City Loan 2, but requests that D.O.H. approve a proposed restructuring of City Loan 2; and

WHEREAS, D.O.H. has approved a proposed restructuring of City Loan 1 (the "First Restructuring") in a manner that (1) will not change the identity of Borrower 1, (2) will not alter the outstanding principal amount of City Loan 1, (3) will not alter the interest rate on City Loan 1, (4) will not alter the maturity date of City Loan 1, and (5) will not alter the collateral securing repayment of City Loan 1 (the "First Material Terms"); and

WHEREAS, D.O.H. has approved a proposed restructuring of City Loan 2 (collectively, together with the First Restructuring, the "Restructuring") in a manner that (1) will not change the identity of Borrower 2, (2) will not alter the outstanding principal amount of City Loan 2, (3) will not alter the interest rate on City Loan 2, (4) will not alter the maturity date of City Loan 2, and (5) will not alter the collateral securing repayment of City Loan 2 (collectively, together with the First Material Terms, the "Material Terms"); now, therefore,

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

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

SECTION 2. The Restructuring is hereby approved as described above. The Commissioner of D.O.H. (the "Commissioner") or a designee of the Commissioner are each hereby authorized, subject to approval by the Corporation Counsel, to enter into and execute such agreements and instruments, and perform any and all acts as shall be necessary or advisable, in connection with the implementation of the Restructuring. The Commissioner or a designee of the Commissioner are each hereby authorized, subject to approval by the Corporation Counsel, to enter into and execute such agreements and instruments, and perform any and all acts as shall be necessary or advisable, in connection with any future restructuring of City Loan 1, and/or City Loan 2 which do not substantially modify the Material Terms.

SECTION 3. Notwithstanding anything to the contrary contained in the Municipal Code of Chicago (the "Municipal Code") or any other ordinance or mayoral executive order, no parties other than the owners of the Property as of the date following the date of the closing of the Restructuring (collectively, the "Owner"), any legal entities which are direct owners in excess of seven and five-tenths percent (7.5%) of the Owner which changed in connection with the Restructuring, and all legal entities who constitute the direct or indirect controlling parties of the Owner (as determined by the Corporation Counsel), shall be required to provide to the City the document commonly known as the "Economic Disclosure Statement and

Affidavit" (or any successor to such document) in connection with the Restructuring.

SECTION 4. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance. Section 2-44-090 of the Municipal Code shall not apply to the Property in connection with the Restructuring.

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

DECLARATION OF INTENT FOR ISSUANCE OF CITY OF
CHICAGO MULTI-FAMILY HOUSING REVENUE BONDS
FOR BENEFIT OF DREXEL & LPE, L.P.

The Committee on Finance submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing to evidence the City's intent to issue City of Chicago Multi-Family Housing Revenue Bonds for Drexel & LPE, L.P., amount of bonds not to exceed \$15,000,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

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

WHEREAS, Drexel & LPE, L.P., an Illinois limited partnership (the "Borrower"), the sole general partner of which is Drexel Management, L.L.C., an Illinois limited liability company, the sole managing member of which is Teodor Luca, an individual, has proposed a certain low-income housing development project consisting of the acquisition and rehabilitation of four (4) buildings comprised of approximately one hundred fifty-five (155) residential dwelling units and certain commercial space therein, located generally at 4700 -- 4712 South Drexel Boulevard, 4532 -- 4542 South Drexel Boulevard, 4420 -- 4428½ South Drexel Boulevard, and 4725 -- 4727 South Ingleside Avenue in the City, all currently expected to be known as Drexel Preservation (the "Project"); and

WHEREAS, The Borrower has requested that the City issue multi-family housing revenue bonds, notes or other indebtedness in an amount not to exceed Fifteen Million Dollars (\$15,000,000) (the "Bonds") for the purpose of financing all or a portion of the Project costs; and

WHEREAS, It is intended that the interest on the Bonds will be excluded from gross income for federal income tax purposes; and

WHEREAS, It is intended that this ordinance shall constitute a declaration of intent to reimburse certain eligible expenditures for the Project made prior to the issuance of the Bonds from the proceeds of the Bonds (if and when issued) within the meaning of Section 1.150-2 of the Treasury Regulations promulgated under the Internal Revenue Code of 1986, as amended (the "Treasury Regulations"); now, therefore,

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

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

SECTION 2. The City intends to issue the Bonds and lend the proceeds thereof to the Borrower, or an entity affiliated with or related to the Borrower, for the purpose of financing the Project. The maximum principal amount of Bonds which the City intends to issue for the Project will not exceed Fifteen Million Dollars (\$15,000,000).

SECTION 3. Certain costs will be incurred by the Borrower, or an entity affiliated with or related to the Borrower, in connection with the Project prior to the issuance of the Bonds. The City reasonably expects to reimburse such costs with proceeds of the Bonds.

SECTION 4. The costs to be reimbursed will be paid from funds of the Borrower, or an entity affiliated with or related to the Borrower, which have been allocated to other purposes.

SECTION 5. This ordinance is consistent with the budgetary and financial circumstances of the City. No funds from sources other than the Bonds are, or are reasonably expected to be, reserved, allocated on a long-term basis or otherwise set aside by the City for the Project for costs to be paid from the proceeds of the Bonds.

SECTION 6. This ordinance constitutes a declaration of official intent under Section 1.150-2 of the Treasury Regulations.

SECTION 7. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 8. This ordinance shall be effective as of the date of its passage and approval.

AUTHORIZATION FOR ISSUANCE AND SALE OF CITY OF
CHICAGO MULTI-FAMILY HOUSING REVENUE BONDS
(PAUL G. STEWART PHASES I AND II) SERIES 2006
(F.H.A.-INSURED/G.N.M.A.) AND EXECUTION OF
LOAN AGREEMENT WITH CHARLES A.
BECKETT ASSOCIATES LIMITED
PARTNERSHIP FOR PROPERTY
AT 400 EAST 41ST STREET.

The Committee on Finance submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the issuance of City of Chicago Multi-Family Housing Revenue Bonds for the Paul G. Stewart Apartments, amount of bonds not to exceed \$35,000,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

Recitals.

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

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

C. By this ordinance, the City Council of the City (the "City Council") has determined that it is necessary and in the best interests of the City to provide financing to Charles A. Beckett Associates Limited Partnership, an Illinois limited partnership (the "Borrower"), which is a partnership of (i) Peoples Co-Op For Affordable Elderly Housing, an Illinois not-for-profit corporation, the sole general partner (the "General Partner") and (ii) others to be selected as limited partners, by issuing a series of tax-exempt revenue bonds and using the proceeds of the sale thereof to purchase fully-modified mortgage-backed securities, the payment of principal and interest on which corresponds to payments on a mortgage loan insured by the Federal Housing Administration ("F.H.A.") and backing those securities to be made to the Borrower, and which are guaranteed as to timely payment by the Government National Mortgage Association ("G.N.M.A.").

D. The Borrower desires that the City issue, sell and deliver the City's Multi-Family Housing Revenue Bonds (Paul G. Stewart Phases I and II) Series 2006 (F.H.A.-Insured/G.N.M.A.), in the aggregate principal amount of not to exceed Thirty-five Million Dollars (\$35,000,000) (the "Bonds"), to be issued in one or more series as herein provided under the terms and conditions of this ordinance, and lend the proceeds therefrom to the Borrower, to enable it to pay a portion of the costs of the acquisition of real estate, rehabilitation of buildings thereon and equipping of an approximately four hundred twenty (420) unit senior citizen multi-family housing project (the "Project") located generally at 400 East 41st Street in Chicago, Illinois 60653 (the "Site"), and pay a portion of the costs of issuance and other costs in connection therewith.

E. In connection with the issuance of the Bonds, the City Council has determined by this ordinance that it is necessary and in the best interests of the City to enter into (i) a Trust Indenture (the "Indenture") between the City and a trustee to be

selected by the Executive Officer (as defined in Section 5 hereof) as provided herein (the "Trustee") providing for the security for and terms and conditions of the Bonds to be issued and providing for the use of the proceeds of the Bonds to purchase fully modified mortgage-backed securities guaranteed by G.N.M.A. from Prairie Mortgage Company, an Illinois corporation, or another entity acceptable to the City (the "Lender"), and the corresponding making of a mortgage loan by the Lender to the Borrower backing those securities and insured by F.H.A., all for the purposes described above, (ii) a Financing Agreement (the "Financing Agreement") among the City, the Borrower and the Trustee, (iii) a Bond Purchase Agreement (a "Bond Purchase Agreement") among the City, the Borrower and the Underwriter (as defined below) for the Bonds, providing for the sale of the Bonds and the preparation and circulation of a preliminary offering document for the Bonds (the "Preliminary Official Statements") and official statement for the Bonds (the "Official Statement"), and (iv) a Regulatory Agreement (the "Regulatory Agreement") among the City, the Borrower and the Trustee.

F. The Bonds issued pursuant to this ordinance, together with interest thereon, shall be special, limited obligations of the City secured under the Indenture for the benefit of the owners of the Bonds. The Bonds shall be payable solely from (i) all right, title and interest of the City in the G.N.M.A. mortgage-backed securities purchased pursuant to the Financing Agreement, (ii) all right, title and interest of the City (other than the rights of the City to indemnification and to receive notices, make requests or give its consent or approval) in the Financing Agreement, and (iii) the proceeds of the Bonds and income from the temporary investment thereof, as provided in the Indenture. In order to secure the payment of the principal of, premium, if any, and interest on the Bonds, such rights, proceeds and investment income are hereby pledged to the extent and for the purposes as provided in the Indenture and are hereby appropriated for the purposes set forth in the Indenture. Nothing contained in this ordinance shall limit or restrict the subordination of the pledge of such rights, proceeds and investment income, as set forth in the Indenture, to the payment of any other obligations of the City enjoying a lien or claim on such rights, proceeds and investment income as of the date of issuance of the Bonds, all as shall be determined by the Executive Officer at the time of the sale of the Bonds. The Indenture shall set forth such covenants with respect to the application of such rights, proceeds and investment income as shall be deemed necessary by the Executive Officer in connection with the sale of the Bonds.

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

H. In order that interest on the Bonds be excluded from gross income for federal income tax purposes under the Internal Revenue Code of 1986, as amended (the

"Code"), the Borrower must comply with certain restrictions on the use and occupancy of the Project, as set forth in the Regulatory Agreement.

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

(1) the form of the Indenture, which includes a form of the Bonds to be issued by the City, attached as Exhibit B hereto;

(2) the form of the Financing Agreement, attached as Exhibit C hereto; and

(3) the form of the Regulatory Agreement, attached as Exhibit D hereto; now, therefore,

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

1. Findings And Determinations. The City Council hereby finds and determines that the delegations of authority that are contained in this ordinance, including the authority to make the specific determinations described herein, are necessary and desirable because the City Council cannot itself as advantageously, expeditiously or conveniently exercise such authority and make such specific determinations. Thus, authority is granted to the Executive Officer to determine to sell the Bonds on such terms as and to the extent such officer determines that such sale or sales is desirable and in the best financial interest of the City.

2. The Bonds. The issuance of the Bonds by the City in the principal amount of not to exceed Thirty-five Million Dollars (\$35,000,000) in one or more series is hereby authorized, subject to the provisions of this ordinance and the Indenture hereinafter authorized. The aggregate principal amount of the Bonds to be issued shall be set forth in the Notification of Sale (as defined in Section 13 hereof).

The Bonds shall contain a provision that they are issued under authority of the Constitution and this ordinance. The Bonds shall mature not later than forty-five (45) years from the first day of the month immediately succeeding the date of issue of the Bonds and shall bear interest, subject to the last sentence of this paragraph, at such rate or rates as shall be determined pursuant to the Indenture and the related Notification of Sale, which interest shall be payable on the interest payment dates set forth in the Indenture and the related Notification of Sale. The Bonds shall be dated, shall be subject to redemption prior to maturity, shall be payable in such places and in such manner and shall have such other details and provisions as prescribed by the Indenture and form of the Bonds therein. The interest rate on the Bonds and the method of determining such interest rate from time to time is subject to the terms of the related Indenture; notwithstanding any of the foregoing, no such interest rate shall exceed the rate of ten percent (10%) per annum.

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

3. Assignment Of Rights. The right, title and interest of the City (except for certain rights to notice, indemnification and reimbursement) in, to and under the Financing Agreement, and the revenues to be derived by the City thereunder will be assigned to the Trustee in its respective capacity as trustee for the Bonds. The payment of the principal of and interest on the Bonds and the purchase price therefor will be secured as specified in the Indenture.

4. Limited Obligations. The Bonds, when issued and outstanding, will be a limited obligation of the City. The Bonds and the interest thereon shall never constitute a debt or general obligation or a pledge of the faith, the credit or the taxing power of the City within the meaning of any Constitutional or statutory provision of the State of Illinois. The City shall not be liable on the Bonds, nor shall the Bonds be payable out of any funds of the City other than those pledged therefor pursuant to the terms of the Indenture. The Bonds shall be limited obligations of the City, payable solely from (i) all right, title and interest of the City in the G.N.M.A. mortgage-backed securities purchased pursuant to the Financing Agreement, (ii) all right, title and interest of the City (other than certain reserved rights of the City, as described in the Financing Agreement) in the Financing Agreement, and (iii) the proceeds of the Bonds and income from the temporary investment thereof, as provided in the Indenture. In order to secure the payment of the principal of, premium, if any, and interest on the Bonds, such rights, proceeds and investment income shall be pledged to the extent and for the purposes as provided in the Indenture and are hereby appropriated for the purposes set forth in the Indenture.

5. The Indenture. The execution and delivery of the Indenture, substantially in the form attached hereto as Exhibit B, is hereby authorized. Each of (i) the Mayor of the City (the "Mayor"), (ii) the Chief Financial Officer of the City (as defined below) or (iii) any other officer designated in writing by the Mayor (the Mayor, the Chief Financial Officer and any such other officer being hereinafter referred to collectively as the "Executive Officer") is hereby authorized to execute, acknowledge and deliver the Indenture with such changes, insertions and omissions as may be approved by the Executive Officer. The Executive Officer is hereby authorized to make such changes, insertions and omissions to the form of Indenture as shall be determined by the Executive Officer to be necessary and appropriate. The execution of the Indenture by the Executive Officer shall be conclusive evidence of such approval.

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

6. The Financing Agreement. The execution and delivery of the Financing Agreement, substantially in the form attached hereto as Exhibit C, is hereby authorized. The Executive Officer is hereby authorized to execute, acknowledge and deliver the Financing Agreement with such changes, insertions and omissions as may be approved by the Executive Officer. The Executive Officer is hereby authorized to make such changes, insertions and omissions to the form of Financing Agreement attached hereto as Exhibit C as shall be determined by the

Executive Officer to be necessary and appropriate. The execution of the Financing Agreement by the Executive Officer shall be conclusive evidence of such approval.

7. Bond Purchase Agreement. The Bonds shall be sold in accordance with the provisions of Bond Purchase Agreement (which may contemplate an underwriting or a private placement) among the City, the Borrower and such underwriter, underwriters or placement agent as shall be selected by the Executive Officer (the "Underwriter"), substantially in a form of similar agreements executed by the City in transactions similar to the Bonds, with such changes, insertions and omissions as may be approved by the Executive Officer. The Executive Officer is hereby authorized to execute and deliver the Bond Purchase Agreement and the Chairman of the Committee on Finance of the City Council shall concur in the execution and delivery of the Bond Purchase Agreement. The execution of Bond Purchase Agreement by the Executive Officer and the concurrence by the Chairman of the Committee on Finance of the City Council shall be conclusive evidence of such approval.

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

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

9. Regulatory Agreement. The execution and delivery of the Regulatory Agreement, substantially in the form attached hereto as Exhibit D is hereby authorized. The Executive Officer is hereby authorized to execute, acknowledge and

deliver the Regulatory Agreement with such changes, insertions and omissions as may be approved by the Executive Officer, including such changes, insertions and deletions conforming to the Code and the regulations promulgated thereunder relating to the tax-exempt status of the Bonds reflecting the anticipated use and occupancy of the Project. The execution of the Regulatory Agreement by the Executive Officer shall be conclusive evidence of such approval.

10. Sale Of Bonds. The Bonds are hereby authorized to be sold by the Underwriter at the purchase price (which shall be not less than ninety-seven and five-tenths percent (97.5%) of the principal amount of the Bonds, without giving effect to any original issue discount for the Bonds) and on the terms and conditions set forth in the Indenture and the Bond Purchase Agreement and as may be approved by the Executive Officer.

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

12. Trustee. The Executive Officer is authorized to select the Trustee under the Indenture. The City shall have no obligation or liability as principal of the Trustee, for acts of the Trustee.

13. Notification Of Sale. Subsequent to the sale of the Bonds the Executive Officer shall file in the Office of the City Clerk or the Deputy City Clerk the Notification of Sale (the "Notification of Sale") for the Bonds directed to the City Council setting forth (i) the aggregate original principal amount of, maturity schedule, redemption provisions for and nature of the Bonds sold, (ii) the identity of the Trustee, (iii) the interest rates on the Bonds, (iv) the identity of any Underwriter or institutional investors who purchase the Bonds directly from the City or through the Underwriter, and (v) the compensation paid to the Underwriter in connection with such sale. There shall be attached to such Notification of Sale the final form of the Indenture.

14. Approval Of Waiver Of Certain Fees. The City shall waive those certain fees, if applicable, imposed by the City with respect to the Project as more fully described in Exhibit A hereto. The Project shall be deemed to qualify as "Affordable Housing" for purposes of Chapter 16-18 of the Municipal Code of Chicago (the "Municipal Code").

15. Administrative Fees. The Department of Housing of the City ("D.O.H.") is hereby authorized to charge an annual administrative fee, in connection with the Project and the issuance of the Bonds, in the lesser of (i) the amount of fifteen hundredths percent (.15%) of the outstanding principal amount of the Bonds or (ii) the maximum amount permitted under the Section 148 of the Code to avoid characterization of the Bonds as "arbitrage bonds" as defined in such Section 148, which shall be collected under such terms and conditions as determined by the

Commissioner of D.O.H. (the "D.O.H. Commissioner"). Such administrative fee or fees shall be used by D.O.H. for administrative expenses and other housing activities.

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

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

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

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

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

21. Effect Of Municipal Code. No provision of the Municipal Code or violation of any provision of the Municipal Code shall be deemed to impair the validity of this ordinance or the instruments authorized by this ordinance or to impair the rights

of the owners of the Bonds to receive payment of the principal of, premium, if any, or interest on the Bonds or to impair the security for the Bonds; provided further that the foregoing shall not be deemed to affect the availability of any other remedy or penalty for any violation of any provision of the Municipal Code. Section 2-44-090 of the Municipal Code shall not apply to the Project or the Site.

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

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

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

Exhibit "A".
(To Ordinance)

Fee Waivers.

Department Of Buildings.

Waiver of Plan Review, Permit and Inspection Fees:

A. Building Permit:

Zoning.

Construction/Architectural/Structural.

Internal Plumbing.

H.V.A.C.

Water for Construction.

Smoke Abatement.

B. Electrical Permit:

Service and Wiring.

C. Elevator Permit (if applicable).

D. Wrecking Permit (if applicable).

E. Fencing Permit (if applicable).

Department Of Water Management.

Tap Fees.

Cut and Seal Fees

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

Permit (connection) and Inspection Fees.

Sealing Permit Fees.

Department Of Transportation.

Street Opening Fees.

Driveway Permit Fees.

Use of Public Way Fees.

*Exhibit "B".
(To Ordinance)*

Trust Indenture

Between

*City Of Chicago
Cook County, Illinois*

And

*[Trustee],
As Trustee*

With Respect To

*\$x,xxx,xxx Multi-Family Housing Revenue Bonds
(Paul G. Stewart Phases I And II)
Series 2006 (F.H.A.-Insured/G.N.M.A.)*

Dated As Of [Month] 1, 2006.

THIS TRUST INDENTURE, dated as of [Month] 1, 2006, between the CITY OF CHICAGO, a municipality and home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois (the "Issuer"), and [TRUSTEE], a national banking corporation duly organized, validly existing and authorized to accept the duties and obligations set out by virtue of the laws of the United States of America and having its principal corporate trust office located in the City of Chicago, Illinois, as Trustee (such trustee or any of its successors in trust being the "Trustee").

RECITALS

WHEREAS, pursuant to Article VII, Section 6 of the 1970 Constitution of the State of Illinois, and pursuant to the hereinafter defined Ordinance of the Issuer, the Issuer is

authorized to exercise any power and perform any function pertaining to its government and affairs, including the power to issue its revenue bonds in order to aid in providing an adequate supply of residential housing for low and moderate income persons or families within the City of Chicago, which constitutes a valid public purpose for the issuance of revenue bonds by the Issuer; and

WHEREAS, the Issuer has determined to issue, sell and deliver \$x,xxx,xxx aggregate principal amount of its Multi-Family Housing Revenue Bonds (Paul G. Stewart Phases I and II) Series 2006 (FHA Insured/GNMA) (the "Bonds"), as provided herein for the purpose of financing the Mortgage Loan (as herein defined) and HUD (as herein defined) has issued its Firm Commitment dated June 29, 2006, to provide mortgage insurance with respect to such Mortgage Loan; and

WHEREAS, Prairie Mortgage Company, an Illinois corporation (the "GNMA Issuer"), has agreed (a) to make a FHA-insured mortgage loan in the amount of \$x,xxx,xxx (the "Mortgage Loan") to Charles A. Beckett Associates Limited Partnership, an Illinois limited partnership (the "Borrower"), and (b) to issue fully modified mortgage-backed securities that are guaranteed as to timely payment by the Government National Mortgage Association (each, a "GNMA Security" or collectively, "GNMA Securities"); and

WHEREAS, all things necessary to make the Bonds, when authenticated by the Trustee and issued as in this Indenture provided, the valid, binding and legal limited obligations of the Issuer according to the import thereof, and to constitute this Indenture a valid assignment and pledge of the amounts assigned and pledged to the payment of the principal of, premium, if any, and interest on the Bonds and a valid assignment and pledge of the right, title and interest of the Issuer (if any) in and to the GNMA Securities and the creation, execution and delivery of this Indenture, and the creation, execution and issuance of the Bonds, subject to the terms hereof, have in all respects been duly authorized;

NOW, THEREFORE, the Issuer, in consideration of the premises and the acceptance by the Trustee of the trusts hereby created and of the purchase and acceptance of the Bonds by the Holders thereof, and for other good and valuable consideration, the receipt of which is hereby acknowledged, in order to secure the payment of the principal of, premium, if any, and interest on the Bonds according to their tenor and effect and the performance and observance by the Issuer of all the covenants expressed or implied herein and in the Bonds, has executed and delivered this Indenture and does hereby bargain, sell, convey, pledge, assign and grant a security interest unto the Trustee in and to the following, subject only to the provisions of this Indenture permitting the application thereof or to the purposes and on the terms and conditions set forth herein (said property being herein referred to as the "Trust Estate"), to wit .

GRANTING CLAUSES

For the equal and proportionate benefit, security and protection of the Bonds issued under and secured by this Indenture without privilege, priority or distinction as to the lien or otherwise of any of the Bonds over any of the others of the Bonds:

A. All right, title and interest of the Issuer in and to the GNMA Securities, including all extensions and renewals of the term thereof, if any, including but without limiting the generality of the foregoing, the present and the continuing right to make claim for, collect, receive and receipt for any and all amounts due and payable under the GNMA Securities, to bring actions and proceedings under the GNMA Securities or for the enforcement thereof and to do any and all things that the owner of the GNMA Securities is or may be entitled to do, and all payments with respect to the GNMA Securities and any interest, profits and other income derived from the investment thereof; and

B. All right, title and interest of the Issuer in and to any and all funds, moneys and securities from time to time held under this Indenture by the Trustee in the Bond Fund, the Project Fund and the Reserve Fund, including, without limitation, the proceeds of any Bonds deposited in such funds, any investments of said funds, moneys or proceeds and any interest, profits and other income derived from any investment thereof; and

C. All right, title and interest of the Issuer in and to the Financing Agreement, including all extensions and renewals of the term thereof, if any, including, but without limiting the generality of the foregoing, the present and continuing right to make claim for, collect, receive and receipt for any income, revenues, issues and profits and other sums of money payable by the Borrower or receivable by the Issuer under the Financing Agreement, whether payable pursuant to the Financing Agreement, to bring actions and proceedings under the Financing Agreement or for the enforcement thereof, and to do any and all things which the Issuer is or may become entitled to do under the Financing Agreement, and all payments with respect to the Financing Agreement and any interest, profits, and other income derived from the investment thereof, but excluding and reserving, however, the rights of the Issuer, (a) to receive or inspect documentation, to make such other inspections as described in Section 4.2 of the Financing Agreement, and to give and receive notices under the Financing Agreement and this Indenture, (b) to execute and deliver (subject to the provisions of the Financing Agreement and this Indenture), or to decline to execute and deliver, supplements or amendments to the Financing Agreement or this Indenture and (c) to be held harmless, to be paid and reimbursed for its expenses and to be indemnified under Section 4.6 of the Financing Agreement, and to enforce such rights in its own name and for its own account and in its sole discretion to waive the same (collectively, the **“Reserved Rights”**);

PROVIDED, HOWEVER, AND NOTWITHSTANDING THE FOREGOING, THE TRUST ESTATE SHALL NOT INCLUDE THE REBATE FUND OR ANY MONEYS OR INVESTMENTS REQUIRED TO BE DEPOSITED IN THE REBATE FUND;

TO HAVE AND TO HOLD all the same with all privileges and appurtenances hereby conveyed and assigned, or agreed or intended so to be, to the Trustee and its successors in said trust and to them and their assigns forever;

PROVIDED, HOWEVER, that if the Issuer or its successors or assigns shall pay or cause to be paid to the Holders of the Bonds the principal, interest and premium, if any, to become due thereon at the times and in the manner provided in Article IX hereof and if the Issuer shall keep, perform and observe, or cause to be kept, performed and observed, all its covenants, warranties and agreements contained herein, this Indenture and the estate and rights hereby granted shall, at the option of the Issuer, cease and be void, and thereupon the Trustee shall cancel and discharge the lien of this Indenture and execute and deliver to the Issuer such instruments in writing as shall be requisite to satisfy the lien hereof, and reconvey to the Issuer any property at the time subject to the lien of this Indenture which may then be in its possession, except funds held by the Trustee for the payment of interest on, premium, if any, and principal of the Bonds; otherwise this Indenture shall be and remain in full force and effect, and upon the trusts and subject to the covenants and conditions hereinafter set forth.

ARTICLE I

DEFINITIONS

Section 1.01 Definitions. The terms defined in this Section 1.01 or in the Recitals hereto (except as herein otherwise expressly provided or unless the context otherwise requires) for all purposes of this Indenture and of any indenture supplemental hereto shall have the respective meanings specified in this Section 1.01 or in the Recitals hereto.

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

“Affiliated Party” means the General Partner or an officer of the General Partner or any other member of the Borrower, a Person whose relationship with the Borrower would result in a disallowance of losses under Section 267 or 707(b) of the Code, or a Person who, together with the Borrower, is a member of the same controlled group of corporations (as defined in Section 1563 (a) of the Code, except that more than 50 percent” shall be substituted for “at least 80 percent” each place it appears therein).

“Authorized Denomination” means \$5,000 or any integral multiple thereof.

“Authorized Issuer Representative” means any person or persons specifically authorized by ordinance to take the action intended.

“Authorized Borrower Representative” means any officer of the General Partner and any other authorized representative of the Borrower.

“Bond Counsel” means Schiff Hardin LLP or any attorney at law or firm of attorneys, of nationally recognized standing in matters pertaining to the federal tax exemption of interest on bonds issued by states and political subdivisions, and duly admitted to practice law before the highest court of any state of the United States of America or the District of Columbia.

“Bond Fund” means the Bond Fund created in Section 4.01 hereof.

“Bond Register” has the meaning as set forth in Section 2.09 hereof.

“Bonds” means the Issuer’s Multi-Family Housing Revenue Bonds (Paul G. Stewart Phases I and II) Series 2006 (FHA Insured/GNMA) in the aggregate principal amount of \$x,xxx,xxx issued under and secured by this Indenture.

“Borrower” means Charles A. Beckett Associates Limited Partnership, a limited partnership organized under the laws of the State of Illinois, and its successors and assigns.

“Building Loan Agreement” means the Building Loan Agreement between the Borrower and the GNMA Issuer, as the same may be amended, restated or supplemented from time to time.

“Business Day” means any day of the year on which (i) banks located in the City of Chicago and the city in which the principal office of the Trustee is located, are not required or authorized to remain closed and (ii) The New York Stock Exchange is not closed.

“Certificate of the Issuer,” “Statement of the Issuer,” “Request of the Issuer” and “Requisition of the Issuer” mean, respectively, a written certificate, statement, request or requisition, with or without the seal of the Issuer, signed in the name of the Issuer by an Authorized Issuer Representative. Any such instrument and supporting opinions or representations, if any, may, but need not, be combined in a single instrument with any other instrument, opinion or representation, and if so combined shall be read and construed as a single instrument.

“CLC” means a construction loan certificate maturing on the CLC Maturity Date that is a GNMA Security which represents an amount advanced by the GNMA Issuer to the Borrower and which bears interest at the Pass-Through Rate.

“CLC Maturity Date” means _____.

“Code” means the Internal Revenue Code of 1986, as amended, and any regulations thereunder applicable to the Bonds.

“Commencement of Amortization” means _____, the date on which the Borrower is obligated to begin to repay principal of the Mortgage Loan, except as such date may be extended (i) in accordance with the provisions of Section 4.03(d) hereof and (ii) with the approval of HUD.

“Commitment” means that certain Section 220 Commitment for Insurance of Advances dated June 29, 2006, from HUD to the GNMA Issuer, and any amendments thereto.

“Completion Date” means the date of the completion of the acquisition, rehabilitation and equipping of the Project, as that date shall be certified as provided in Section 4.8 of the Financing Agreement.

“Continuing Disclosure Agreement” means the Continuing Disclosure Agreement, dated the date of issuance of the Bonds, between the Borrower and the Trustee, as dissemination agent, as the same may amended, restated or supplemented from time to time.

“Costs of Issuance” means all items of expense payable or reimbursable directly or indirectly by the Borrower and related to the authorization, sale and issuance of the Bonds, including but not limited to expenses of printing, reproducing documents, filing and recording, costs incurred in arranging for the acquisition of the GNMA Security, initial fees and charges of the Trustee, legal and other professional services and consultation, credit ratings, execution, transportation and safekeeping of the Bonds and other costs, charges and fees in connection with any of the foregoing.

“Event of Default” means any of those events specified in and defined by the applicable provisions of Article VI hereof to constitute an event of default.

“FHA” means the Federal Housing Administration, an organizational unit within HUD, and may refer to the Commissioner thereof, any authorized representative thereof or the successor thereof.

“FHA Insurance” means the mortgage insurance for the Mortgage Loan by FHA under the provisions of Section 220 of the National Housing Act and the regulations promulgated thereunder.

“Final Advance” means the final advance of the Mortgage Loan proceeds to the Borrower upon Final Endorsement.

“Final Endorsement” means the date on which the Mortgage Note is finally endorsed for mortgage insurance by FHA, following completion of the Project and compliance with the terms and conditions of the Commitment.

“Financing Agreement” means the Financing Agreement dated as of the date hereof among the Issuer, the Borrower and the Trustee, as the same may be amended, restated or supplemented from time to time.

“General Partner” means Peoples Co-Op For Affordable Elderly Housing, an Illinois not-for-profit corporation and its successors and assigns.

“GNMA” means the Government National Mortgage Association, and its successors and assigns.

“GNMA Guaranty Agreement” means the GNMA Guaranty Agreement (relating to the GNMA Securities) between GNMA and the GNMA Issuer, together with all supplements thereto.

“GNMA Issuer” means Prairie Mortgage Company, an Illinois corporation, and its successors and assigns.

“GNMA Security” or **“GNMA Securities”** means a fully modified pass-through security in the form of a CLC or a PLC issued by the GNMA Issuer, registered in the name of the Trustee or its designee and guaranteed by GNMA as to timely payment of principal of and interest on a PLC and as to the timely payment of interest only until maturity and the timely payment of principal and interest at maturity on a CLC, pursuant to the GNMA I Mortgage Backed Securities Program under Section 306(g) of the National Housing Act of 1934, as amended, and the regulations promulgated thereunder, backed by the Mortgage Loan made by the GNMA Issuer to finance the Project in accordance with the Mortgage Loan Documents, which Mortgage Loan is insured by the Secretary of HUD by and through the FHA.

“Government Obligations” means bonds, notes and other evidences of indebtedness of the United States of America or any agency or instrumentality thereof backed by the full faith and credit of the United States of America.

“Holder” or **“Bondholder”** when used with respect to any Bond, means the Person in whose name such Bond is registered.

“HUD” means the United States Department of Housing and Urban Development, and its successors.

“HUD Regulatory Agreement” means the Regulatory Agreement for Multifamily Housing Projects (HUD Project No. 071-32146) with respect to the Project between the Borrower and HUD, as the same may be amended, restated or supplemented from time to time.

“Indenture” means this Trust Indenture and all indentures supplemental hereto.

“Inducement Ordinance” means the inducement ordinance adopted by the City Council of the Issuer on March 29, 2006 with respect to the Project.

“Initial Advance” means the first advance under the Mortgage Loan from Mortgage Loan proceeds by the GNMA Issuer to the Borrower.

"Initial CLC" means the CLC delivered by the GNMA Issuer to the Trustee with respect to the Initial Advance.

"Interest Payment Date" means each _____ 20 and _____ 20, commencing _____.

"Interest Rate" means, with respect to a Bond, the applicable rate per annum as set forth in Section 2.01 hereof.

"Investment Agreement" means _____, as the same may be amended, restated or supplemented from time to time, or any substitute investment agreement, *provided* that any substitute investment agreement shall be approved in advance by the Rating Agency. The Trustee shall promptly notify the Rating Agency of any substitute investment agreement.

"Mortgage" means the mortgage from the Borrower to the GNMA Issuer securing the Mortgage Note, as the same may be amended, restated or supplemented from time to time.

"Mortgage Loan" means the mortgage loan to be made to the Borrower by the GNMA Issuer concurrently with the delivery of the Bonds and insured by FHA under the provisions of Section 220 of the National Housing Act.

"Mortgage Loan Documents" means the Mortgage Note, the Mortgage, the HUD Regulatory Agreement, the Building Loan Agreement and other documents required by FHA in connection with the closing of the Mortgage Loan, as the same may be amended, restated or supplemented from time to time.

"Mortgage Note" means the mortgage note, in the form endorsed for mortgage insurance by FHA, made by the Borrower to the GNMA Issuer, evidencing the Borrower's obligation to the GNMA Issuer to repay the Mortgage Loan.

"National Housing Act" means the National Housing Act of 1934, as amended.

"Notice Address" means with respect to each of the Persons listed below the address set forth below until such time as such Person shall have notified each of the other Persons listed below of a new Notice Address.

If to the Issuer:

City of Chicago
Department of Housing
33 North LaSalle Street, 11th Floor
Chicago, Illinois 60602
Attention: Commissioner, Department of Housing
Tel: (Omitted for printing purposes)
Fax: (Omitted for printing purposes)

with copies to:

City of Chicago
Office of the Corporation Counsel
City Hall - Room 600
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Finance and Economic Development Division
Tel: (Omitted for printing purposes)
Fax: (Omitted for printing purposes)

and to:

City of Chicago
Office of the Chief Financial Officer
33 North LaSalle Street, Suite 600
Chicago, Illinois 60602
Attention: Chief Financial Officer

If to the Borrower:

Charles A. Beckett Associates Limited Partnership
400 East 41st Street
Chicago, Illinois 60653
Tel: (Omitted for printing purposes)
Fax: (Omitted for printing purposes)

with copies to:

Foley & Lardner LLP
321 North Clark Street
Suite 1150
Chicago, Illinois 60602
Attention: C. Richard Johnson
Tel: (Omitted for printing purposes)
Fax: (Omitted for printing purposes)

and to:

[Investor Limited Partner]

Phone:

Fax:

If to the Trustee:

If to the GNMA Issuer: Prairie Mortgage Company
 20 South Clark Street, Suite 1520
 Chicago, Illinois 60602
 Attention: Kenneth Marshall
 Tel: (Omitted for printing purposes)
 Fax: (Omitted for printing purposes)

If to the Rating Agency:

"Notice by Mail" or "notice" of any action or condition "by Mail" shall mean a written notice meeting the requirements of this Indenture mailed by first-class mail to the Holders of specified registered Bonds at the addresses shown in the Bond Register.

"Ordinance" means the ordinance adopted by the City Council of the Issuer on _____, 2006, authorizing the issuance, sale and delivery of the Bonds.

"Outstanding," when used with respect to the Bonds, means all Bonds theretofore authenticated and delivered under this Indenture, except:

(a) Bonds theretofore cancelled by the Trustee or theretofore delivered to the Trustee for cancellation;

(b) Bonds for the payment or redemption of which money or obligations shall have been theretofore deposited with the Trustee in accordance with Article IX; and

(c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered under this Indenture.

"Participant" when used with respect to any Securities Depository means any participant of such Securities Depository.

"Pass-Through Rate" means the rate of interest on the GNMA Security which shall be _____%.

"Paying Agent" or "paying agent" means the Trustee and its successors designated pursuant to this Indenture.

“Person” or “Persons” means one or more natural persons, firms, associations, partnerships, corporations, limited liability companies or public bodies.

“PLC” means the permanent loan certificate that is the GNMA Security issued after Final Endorsement which shall bear interest at the Pass-Through Rate and which shall be in a principal amount equal to the full principal amount of the Mortgage Loan upon Final Endorsement, minus any principal reduction payments made to the GNMA Issuer after Final Endorsement and prior to the dated date of the PLC and after giving effect to the principal payment due on the date of the PLC.

“PLC Delivery Date” means the earlier of (a) the date on which the PLC is delivered to the Trustee and (b) _____, or such later date as may be permitted by the provisions of Section 4.03(d) hereof.

“PLC Issue Date” means the first day of the month in which the PLC is issued, but in no event later than _____, unless extended pursuant to the provisions of Section 4.03(d) hereof.

“Project” means the acquisition, rehabilitation and equipping of an approximate 420-unit senior citizen multi-family project located generally at 400 East 41st Street, Chicago, Illinois 60653 and known as the “Paul G. Stewart Phases I and II.”

“Project Costs” means, to the extent authorized by the Code, any and all costs incurred by the Borrower with respect to the acquisition, rehabilitation and equipping of the Project, including, without limitation, costs for site preparation, the planning of housing and related facilities and improvements, the acquisition of property, the removal, demolition or rehabilitation of existing structures, the rehabilitation of housing and related facilities and improvements, and all other work in connection therewith, and all costs of financing, including, without limitation, the cost of consultant, accounting and legal services, other expenses necessary or incident to determining the feasibility of the Project, contractors’ and Borrower’s overhead and supervisors’ fees and costs directly allocable to the Project, administrative and other expenses necessary or incident to the Project and the financing thereof (including reimbursement to any municipality, county or entity for expenditures made for the Project), and interest accrued during rehabilitation and prior to the Completion Date.

“Project Fund” means the Project Fund created in Section 4.01 hereof.

“Purchase and Sale Agreement” means that certain letter agreement with respect to the purchase and sale of the GNMA Securities dated _____, 2006, between the Trustee and the GNMA Issuer, as the same may be amended, restated or supplemented from time to time.

“Qualified Investments” means any of the following which at the time of investment are legal investments under the laws of the State for the investment of the Issuer’s funds:

- (a) Government Obligations;

(b) Obligations of agencies of the United States government issued by the Federal Land Bank, the Federal Home Loan Bank, the Federal Intermediate Credit Bank and the Bank for Cooperatives;

(c) Bonds or other obligations issued by any public housing agency or municipality in the United States of America, which bonds or obligations are assigned a rating of "AAA" or better by the Rating Agency and are fully secured as to the payment of both principal and interest by a pledge of annual contributions under an annual contributions contract or contracts with the United States of America government, or project notes issued by any public housing agency, urban renewal agency or municipality in the United States assigned a rating of "AAA" or better by the Rating Agency and fully secured as to payment of both principal and interest by a requisition, loan or payment agreement with the United States government;

(d) The Investment Agreement;

(e) Interest-bearing time deposits, repurchase agreements, rate guarantee agreements or other similar banking arrangements with a bank or trust company having capital and surplus aggregating at least \$50 million or with any government bond dealer reporting to, trading with and recognized as a primary dealer by the Federal Reserve Bank of New York having capital aggregating at least \$50 million or with any corporation which is subject to registration with the Board of Governors of the Federal Reserve System pursuant to the requirements of the Bank Holding Company Act of 1956 and whose unsecured or uncollateralized long-term debt obligations are assigned a rating by the Rating Agency of "AAA" or better for agreements of more than one year or whose unsecured and uncollateralized short-term debt obligations are assigned a rating by the Rating Agency of "A-1+" or better for agreements of one year or less, *provided* that each such interest-bearing deposit, repurchase agreement, guarantee agreement or other similar banking arrangement shall permit the moneys so placed to be available for use at the time provided with respect to the investment or reinvestment of such moneys; and

(f) No-load, open-end money market mutual funds (including those of the Trustee and its affiliates) registered under the Investment Company Act of 1940, *provided* the portfolio of such fund is limited to Government Obligations and such fund has been assigned a rating by the Rating Agency of "AAAm" or "AAAmG."

Qualified Investments shall not include the following: (i) any investments with a final maturity, or any agreements with a term greater than 365 days from the date of the investment (except (A) obligations that provide for the optional or mandatory tender, at par, by the holder thereof at least once within 365 days of the date of purchase, (B) any investments listed in subparagraphs (a) or (b) above that are irrevocably deposited with the Trustee for payment of Bonds pursuant to Section 9.01, and (C) agreements listed in subparagraph (d) or (e) above), (ii) any obligation with a purchase price greater than the par value of such obligation (except for obligations described in subparagraph (A) or (B) above which are noncallable by the issuer thereof), (iii) mortgage-backed securities, real estate mortgage investment conduits or collateralized mortgage obligations, (iv) interest-only or principal-only stripped securities, (v)

obligations bearing interest at inverse floating rates, (vi) investments which may be prepaid or called at a price less than its purchase price prior to stated maturity or (vii) any investment the interest rate on which is variable and is established other than by reference to a single index plus a fixed spread, if any, and which interest rate moves proportionately with that index, and *provided further* that if any such investment described in subparagraphs (a) through (f) above is required to be rated, such rating requirements will not be satisfied if such rating is evidenced by the designation of an “r” or “t” highlighter affixed to its rating.

“Qualified Project Costs” means Project Costs (excluding Costs of Issuance) paid after the date which is 60 days prior to the adoption of the Inducement Ordinance, which either constitute land or property of a character subject to the allowance for depreciation under Section 167 of the Code or are chargeable to a capital account with respect to the Project for federal income tax and financial accounting purposes, or would be so chargeable either with a proper election by the Borrower or but for the proper election by the Borrower to deduct those amounts within the meaning of Code Regulation 1.103-8(a)(1)(i); *provided, however*, that only such portion of interest accrued during rehabilitation of the Project shall constitute a Qualified Project Cost as bears the same ratio to all such interest as the Qualified Project Costs bear to all Project Costs; and *provided, further*, that interest accruing after the Completion Date shall not be a Qualified Project Cost; and *provided still further* that, if any portion of the Project is being constructed by an Affiliated Party (whether as a general contractor or a subcontractor), “Qualified Project Costs” shall include only (a) the actual out-of-pocket costs incurred by such Affiliated Party in rehabilitating the Project (or any portion thereof), (b) any reasonable fees for supervisory services actually rendered by the Affiliated Party and (c) any overhead expenses incurred by the Affiliated Party which are directly attributable to the work performed on the Project, and shall not include, for example, intercompany profits resulting from members of an affiliated group (within the meaning of Section 1504 of the Code) participating in the rehabilitation of the Project or payments received by such Affiliated Party due to early completion of the Project (or any portion thereof).

“Rating Agency” means Standard & Poor’s Rating Group, or its successor, if such rating agency is then maintaining a rating on the Bonds, and any other nationally recognized securities rating agency to which the Issuer has applied for a rating on any Outstanding Bonds and which rating is currently in effect.

“Rebate Fund” means the Rebate Fund created in Section 4.01 hereof.

“Redemption Date” means any date fixed by the Trustee on which Bonds are redeemed in accordance with this Indenture.

“Registrar” means the Trustee, or any successor Registrar, appointed in accordance with Section 2.09 of this Indenture. “Principal Office” of the Registrar shall mean the principal corporate trust office of the Trustee if the Trustee is serving as Registrar, and with respect to any other Registrar shall mean the office thereof designated in writing to the Trustee.

“Regular Record Date” means, with respect to an Interest Payment Date, the close of business on the first day of the calendar month of such Interest Payment Date whether or not a Business Day.

“Regulatory Agreement” means the Regulatory Agreement and Declaration of Restrictive Covenants dated as of [Month] 1, 2006, by and among the Borrower, the Trustee and the City.

“Reserve Fund” means the Reserve Fund created in Section 4.01 hereof.

“Seasoned Funds” means (i) moneys deposited by the Borrower with the Trustee and so designated by the Borrower which moneys shall have been held by the Trustee for at least 366 days prior to the date such moneys are to be used to make payments on the Bonds, *provided* that no Act of Bankruptcy shall have occurred during such 366-day period after such moneys were deposited with the Trustee (as evidenced by a certificate of the Borrower, General Partner or guarantor, as applicable, to the effect that no Act of Bankruptcy has occurred during such period) or (ii) moneys with respect to which there has been delivered to the Trustee an opinion of nationally recognized bankruptcy counsel to the effect that payment of such moneys to the bondholders in payment of principal of, premium or interest on the Bonds will not constitute a preferential payment recoverable under Section 547 of the United States Bankruptcy Code and will not be subject to, or will promptly be released from, the automatic stay provided for in Section 362(a) of the United States Bankruptcy Code in the event of the bankruptcy of the Borrower, any General Partner or guarantor of the Borrower or the Issuer.

“Securities Depository” means any securities depository registered as a clearing agency with the Securities and Exchange Commission pursuant to Section 17A of the Securities Exchange Act of 1934, as amended, and appointed as a securities depository for the Bonds.

“Sinking Fund Installments” means the amounts required to be paid in connection with the mandatory redemption of Bonds pursuant to Section 3.01(b) hereof.

“Special Record Date” means the date and time established by the Trustee for the determination of which Holders shall be entitled to receive overdue interest on the Bonds pursuant to Section 2.02 hereof.

“State” means the State of Illinois.

“Supplemental Indenture” means a supplement to this Indenture being authorized and executed pursuant to Section 8.01 or Section 8.02 hereof.

“Tax Agreement” means the Arbitrage Compliance Agreement, dated [Month] 1, 2006, among the Borrower, the Issuer and the Trustee.

“Trust Estate” means the property rights, money, securities and other amounts pledged and assigned pursuant to the Granting Clauses of this Indenture.

Section 1.02 Interpretation. Reference to Articles, Sections, and other subdivisions are to the designated Articles, Sections, and other subdivisions of this Indenture. The headings of this Indenture are for convenience only and do not define or limit the provisions hereof. Words of any gender shall be deemed and construed to include correlative words of the other genders. Words importing the singular number shall include the plural number and vice versa unless the context shall otherwise indicate.

ARTICLE II

THE BONDS

Section 2.01 Issuance of Bonds. The Bonds shall be issued in the aggregate principal amount of \$ _____; shall be designated "Multi-Family Housing Revenue Bonds (Paul G. Stewart Phases I and II) Series 2006 (FHA Insured/GNMA)"; shall be issued only as fully registered bonds, without coupons; and shall be in the Authorized Denominations requested by the Holder (*provided, however*, that each Bond shall have only one principal maturity date). Unless the Issuer shall otherwise direct, the Bonds shall be numbered from R-1 upward.

Each Bond shall be in the form attached as *Exhibit A* to this Indenture, shall be dated as of _____, 2006, and shall bear interest until paid from the most recent date to which interest has been duly paid or provided for or, if no interest has been paid or duly provided for, from _____, 2006. The Bonds shall bear interest, until paid, at the respective rates per annum set forth below (the "Interest Rates").

Interest on the Bonds is payable on _____ 20, 200__, and on each _____ 20 and _____ 20 thereafter (the "Interest Payment Dates"). Interest on the Bonds shall be calculated on the basis of a 360-day year of twelve 30-day months.

The Bonds shall mature in the following principal amounts on the following dates, and shall bear interest at the respective rates per annum set forth below:

<u>Year</u>	<u>Principal</u>	<u>Interest Rate</u>
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Section 2.02 Payment of Bonds. Payment of principal, premium, if any, and interest shall be made in lawful money of the United States of America. Principal of and premium, if any, on the Bonds due upon maturity or earlier redemption in whole shall be paid only upon presentation and surrender thereof for cancellation at the principal corporate trust office of the Trustee or at the principal office of any additional paying agent appointed pursuant to Section 7.13 hereof to the Person appearing on the registration books as the registered Holder

thereof. Payment of the interest and principal (other than as set forth above) on any Bond shall be made to the Person whose name appears on the Bond Register as the registered Holder thereof as of the close of business on the Regular Record Date applicable to such Interest Payment Date, such interest to be paid by check or draft mailed to such registered Holder at his or her address as it appears on such Bond Register, notwithstanding the cancellation of such Bond upon any registration of transfer or exchange thereof subsequent to such Regular Record Date and prior to such Interest Payment Date; *provided, however*, that payment of interest on any Interest Payment Date shall be made by wire transfer to the Holder as of the close of business on the Regular Record Date upon written notice of such wire transfer address in the continental United States of America by such Holder to the Trustee given prior to such Regular Record Date (which notice may provide that it will remain in effect until revoked), and *further provided* that such wire transfer shall only be made with respect to an owner of \$1,000,000 or more in aggregate principal amount of the Bonds as of the close of business on the Regular Record Date relating to such Interest Payment Date.

If the funds available under this Indenture are insufficient on any Interest Payment Date to pay the interest then due, the Regular Record Date shall no longer be applicable with respect to the Bonds. If sufficient funds for the payment of such overdue interest thereafter become available, the Trustee shall immediately establish a special interest payment date for the payment of the overdue interest and a Special Record Date (which shall be a Business Day) for determining the Holders entitled to such payments. Notice of such day so established shall be given by first-class mail by the Trustee to each Holder at least 10 days prior to the Special Record Date, but not more than 30 days prior to the special interest payment date. The overdue interest shall be paid on the special interest payment date to the Person whose name appears on the Bond Register as the Registered Holder thereof as of the close of business on the Special Record Date. Prior Holders of Bonds who transfer or exchange Bonds prior to such Special Record Date shall have no rights with respect to the payment of overdue interest on the Bonds so transferred or exchanged.

Section 2.03 Restriction on Issuance of Bonds. No Bonds may be issued under the provisions of this Indenture except in accordance with this Article. The total principal amount of Bonds that may be issued hereunder, other than Bonds issued pursuant to the provisions of Sections 2.08 and 2.10 hereof or in substitution for other Bonds, is expressly limited to the amount set forth in Section 2.01.

Section 2.04 Limited Obligations. The Bonds and the interest thereon are limited obligations of the Issuer, payable solely from the revenues, receipts and security pledged therefor in the Granting Clauses hereof. The Bonds, together with premium, if any, and interest thereon, do not constitute an indebtedness, liability, general or moral obligation or a pledge of the full faith or loan of credit of the Issuer, the State, or any political subdivision of the State within the meaning of any constitutional or statutory provisions. Neither the Issuer, the State nor any political subdivision thereof shall be obligated to pay the principal of, premium, if any, or

interest on the Bonds or other costs incident thereto except from the payments pledged with respect thereto and certain reserve funds established in connection therewith. Neither the faith and credit nor the taxing power of the United States of America, the Issuer, the State or any political subdivision thereof is pledged to the payment of the principal of, premium, if any, or interest on the Bonds or other costs incident thereto. The Bonds are not a debt of the United States of America or any agency thereof, and are not guaranteed by the United States of America or any agency thereof.

Section 2.05 Indenture Constitutes Contract. In consideration of the purchase and acceptance of the Bonds issued hereunder by those who shall hold them from time to time, the provisions of this Indenture shall be deemed to be a part of, and continue to be, a contract between the Issuer and the Holders of the Bonds from time to time.

Section 2.06 Execution. The Bonds shall be executed on behalf of the Issuer by the manual or facsimile signature of its Mayor or Chief Financial Officer, attested by the manual or facsimile signature of its City Clerk or Deputy City Clerk, under the official seal, or a facsimile thereof, of the Issuer. Any facsimile signatures shall have the same force and effect as if said officers had manually signed said Bonds. Any reproduction of the official seal of the Issuer on the Bonds shall have the same force and effect as if the official seal of the Issuer had been impressed on the Bonds.

In case any officer whose manual or facsimile signature shall appear on any Bonds shall cease to be such officer before the delivery of such Bonds, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if he had remained in office until delivery, and also any Bond may bear the facsimile signatures of, or may be signed by, such persons as at the actual time of the execution of such Bond shall be the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

Section 2.07 Authentication. Only such Bonds as shall have endorsed thereon a certificate of authentication substantially in the form on the attached *Exhibit A* set forth duly executed by the Trustee shall be entitled to any right or benefit under this Indenture. No Bond shall be valid or obligatory for any purpose unless and until such certificate of authentication shall have been duly executed manually by the Trustee; and such executed certificate upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Indenture. The Trustee's certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized officer of the Trustee, but it shall not be necessary that the same person sign the certificate of authentication of all of the Bonds.

Section 2.08 Mutilated, Lost, Stolen or Destroyed Bonds. In the event any Bond is mutilated, lost, stolen or destroyed, the Issuer shall execute and the Trustee shall authenticate a new Bond, of like date, interest rate, maturity and denomination as that mutilated, lost, stolen or destroyed. Any mutilated Bond shall first be surrendered to the Trustee; and in the case of any lost, stolen or destroyed Bond, there shall first be furnished to the Issuer and the Trustee evidence of such loss, theft or destruction reasonably satisfactory to them together with indemnity reasonably satisfactory to them. In the event any such Bond shall have matured,

instead of issuing a duplicate Bond or Bonds the Trustee may pay the same without surrender thereof. The Issuer and the Trustee may charge the holder or owner of such Bond with their reasonable fees and expenses, including the cost of printing replacement Bonds.

Every new Bond issued pursuant to this Section shall, with respect to such Bond, constitute an additional contractual obligation of the Issuer, whether or not the mutilated, lost, stolen or destroyed Bond shall be found at any time, and shall be entitled to all the benefits of this Indenture equally and proportionately with any and all other Bonds duly issued hereunder. All Bonds shall be held and owned on the express condition that the foregoing provisions of this Section are exclusive with respect to the replacement or payment of mutilated, lost, stolen or destroyed Bonds and shall preclude any and all rights or remedies, notwithstanding any law or statute existing or hereafter enacted to the contrary with respect to the replacement or payment of negotiable instruments or other securities without their surrender.

Section 2.09 Transfer and Exchange of Bonds; Persons Treated as Holders.

The Trustee as Registrar shall cause a bond register (herein sometimes referred to as the "**Bond Register**") to be kept for the registration of transfers of Bonds. Any Bond may be transferred only upon an assignment duly executed by the registered Holder or his or her duly authorized representative in such form as shall be satisfactory to the Registrar, and upon surrender of such Bond to the Trustee for cancellation. Whenever any Bond or Bonds shall be surrendered for transfer, the Issuer shall execute and the Trustee shall authenticate and deliver to the transferee a replacement fully registered Bond or Bonds of Authorized Denomination in an aggregate principal amount equal to the unmatured and unredeemed principal amount of, and bearing interest at the same rate and maturing on the same date or dates as, the Bonds being presented and surrendered for transfer.

Any Bond may, in accordance with its terms, be exchanged, at the office of the Trustee, for a new fully registered Bond or Bonds, of the same maturity, of any Authorized Denomination or Denominations in an aggregate principal amount equal to the unmatured and unredeemed principal amount of, and bearing interest at the same rate as, the Bonds being exchanged.

In all cases in which Bonds shall be transferred or exchanged hereunder, the Trustee may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such transfer or exchange.

All Bonds issued upon any transfer or exchange of Bonds shall be the valid limited obligations of the Issuer, evidencing the same debt, and entitled to the same benefits under this Indenture, as the Bonds surrendered upon transfer or exchange. Neither the Issuer nor the Trustee shall be required to make any exchange or transfer of a Bond during a period beginning at the opening of business 15 days before (i) any Interest Payment Date (including any special interest payment date described in Section 2.02 hereof), or (ii) the day of the mailing of a notice of redemption of Bonds and ending at the close of business on the day of such mailing or such Interest Payment Date, or to transfer or exchange any Bonds selected for redemption, in whole or in part.

The Person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of or on account of the principal of and premium and interest on any such Bond shall be made only to or upon the order of the registered Holder thereof or his legal representative, and neither the Issuer nor the Trustee shall be affected by any notice to the contrary. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums to be paid.

Section 2.10 Temporary Bonds. Until definitive Bonds are ready for delivery, there may be executed, and upon the request of the Issuer, the Trustee shall authenticate and deliver, in lieu of definitive Bonds, temporary printed, typewritten, engraved or lithographed Bonds, in such Authorized Denomination as shall be determined by the Issuer, in fully registered form, in substantially the tenor hereinabove set forth and with such appropriate omissions, insertions and variations as may be required.

If temporary Bonds shall be issued, the Issuer shall cause the definitive Bonds to be prepared and to be executed and delivered to the Trustee, and the Trustee, upon presentation to it at its principal corporate trust office of any temporary Bonds, shall cancel the same and authenticate and deliver in exchange therefor, without charge to the holder or owner thereof, a definitive Bond or Bonds, as the case may be, of an equal aggregate principal amount in Authorized Denominations, of the same series and maturities and bearing interest at the same rates as the temporary Bond surrendered. Until so exchanged, the temporary Bonds shall in all respects be entitled to the same benefit and security of this Indenture as the definitive Bonds to be issued and authenticated hereunder. Interest on temporary Bonds, when due and payable, if the definitive Bonds shall not be ready for exchange, shall be paid in the manner provided in Section 2.02 hereof.

Section 2.11 Safekeeping and Cancellation of Bonds. Any Bond surrendered for the purpose of payment or retirement, or for exchange, or for replacement or payment pursuant to Section 2.08, shall be cancelled upon surrender thereof to the Trustee. Certification of such surrender and cancellation shall be made to the Issuer by the Trustee. Cancelled Bonds, or unissued Bond inventory held in blank by the Trustee upon the maturity or total redemption of the Bonds, shall be destroyed by shredding or cremation by the Trustee, and certificates of such destruction (describing the manner thereof) shall be provided by the Trustee to the Issuer.

Section 2.12 Book-Entry Provisions. The provisions of this Section shall apply so long as the Bonds are maintained in book-entry form with The Depository Trust Company or another Securities Depository, any provisions of this Indenture to the contrary notwithstanding.

(a) **Payments.** The Bonds shall be payable to the Securities Depository, or its nominee, as the registered owner of the Bonds, on each date on which the principal of, interest on, and premium, if any, on the Bonds is due as set forth in this Indenture and in the Bonds. Such payments shall be made to the offices of the Securities Depository specified by the Securities Depository to the Issuer and the Trustee in writing. Without notice to or the consent of the beneficial owners of the Bonds, the Issuer and the Securities Depository may agree in writing to make payments of principal, premium, if any, and interest in a manner different from

that set forth herein. If such different manner of payment is agreed upon, the Issuer shall give the Trustee notice thereof, and the Trustee shall make payments with respect to the Bonds in the manner specified in such notice as set forth herein. Neither the Issuer nor the Trustee shall have any obligation with respect to the transfer or crediting of the principal of, interest on, and premium, if any, on the Bonds to Participants or the beneficial owners of the Bonds or their nominees.

(b) Replacement of the Securities Depository. The Issuer may, and in the case of subparagraph (ii) below shall, discontinue use of a Securities Depository as the depository of the Bonds if (i) the Issuer, in its sole discretion, determines that (A) such Securities Depository is incapable of discharging its duties with respect to the Bonds, or (B) the interest of the beneficial owners of the Bonds might be adversely affected by the continuation of the book-entry system with such Securities Depository as the depository for the Bonds, (ii) the beneficial owners of 100% of the Bonds Outstanding direct the Issuer to do so, or (iii) such Securities Depository determines not to continue to act as a depository for the Bonds or is no longer permitted to act as such depository. Notice of any determination pursuant to clause (i) shall be given to such Securities Depository at least 30 days prior to any such determination (or such fewer number of days as shall be acceptable to such Securities Depository). The Issuer shall have no obligation to make any investigation to determine the occurrence of any events that would permit the Issuer to make any determination described in this paragraph.

(c) Discontinuance of Book-Entry or Change of Securities Depository. If, following a determination or event specified in paragraph (b) above, the Issuer discontinues the maintenance of the Bonds in book-entry form with the then current Securities Depository, the Issuer will issue replacement Bonds to the successor Securities Depository, if any, or, if no replacement Securities Depository is selected for the Bonds, directly to the Participants as shown on the records of the former Securities Depository or, to the extent requested by any Participant or if directed to do so by the beneficial owners of 100% of the Bonds Outstanding pursuant to subparagraph (b)(ii) above, to the beneficial owners of the Bonds shown on the records of such Participant. Replacement Bonds shall be in fully registered form and in authorized denominations, be payable as to interest on the Interest Payment Dates of the Bonds by check or draft mailed to each registered owner at the address of such owner as it appears on the bond registration books maintained by the Bond Registrar for such purpose at the principal corporate trust office of the Trustee or at the option of any registered owner of not less than \$1,000,000 principal amount of Bonds, by wire transfer to any address in the continental United States of America on such Interest Payment Date to such registered owner as of the Regular Record Date relating to such Interest Payment Date, if such registered owner provides the Trustee with written notice of such wire transfer address not later than such Regular Record Date (which notice may provide that it will remain in effect with respect to subsequent Interest Payment Dates unless and until changed or revoked by subsequent notice). Principal and redemption premium, if any, on the replacement Bonds are payable only upon presentation and surrender of such replacement Bond or Bonds at the principal corporate trust office of the Trustee.

(d) Effect of Book-Entry System. The Securities Depository and its Participants and the beneficial owners of the Bonds, by their acceptance of the Bonds, agree that the Issuer and the Trustee shall not have liability for the failure of such Securities Depository to perform its obligations to the Participants and the beneficial owners of the Bonds, nor shall the Issuer or the Trustee be liable for the failure of any Participant or other nominee of the beneficial owners to perform any obligation of the Participant to a beneficial owner of the Bonds.

Section 2.13 Delivery of the Bonds. Upon execution and delivery of this Indenture, the Trustee shall authenticate and deliver the Bonds upon the order of the Issuer, but only upon the receipt of the following:

- (a) An order of the Issuer directing the Trustee to authenticate and deliver the Bonds against receipt of the purchase price therefor;
- (b) A certified copy of the Ordinance;
- (c) An approving opinion of Bond Counsel regarding the validity of the Bonds and the exclusion of interest on the Bonds from federal income taxation;
- (d) An executed copy of the Purchase and Sale Agreement;
- (e) Evidence that the Mortgage Loan has been initially endorsed for FHA Insurance by FHA under the applicable provisions of the National Housing Act;
- (f) An executed copy of the Financing Agreement;
- (g) An executed counterpart of the Continuing Disclosure Agreement;
- (h) A certification of the GNMA Issuer (substantially in the form of *Exhibit B* hereto) that it has sufficient commitment authority to issue the GNMA Securities;
- (i) An opinion of counsel to the GNMA Issuer to the effect that the GNMA Issuer is authorized under the GNMA Commitment to Guaranty Mortgage-Backed Securities to issue the GNMA Securities in an aggregate principal amount equal to at least \$ _____;
- (j) Copies of the executed FHA-insured Mortgage Note and Mortgage;
- (k) Executed copies of the Investment Agreement; and
- (l) Evidence of recordation of the Regulatory Agreement (which may be in the form of a title company certified copy).

ARTICLE III

REDEMPTION OF BONDS

Section 3.01 Redemption of Bonds.

(a) Extraordinary Mandatory Redemption. The Bonds are subject to mandatory redemption prior to maturity on the earliest practicable date for which notice of redemption can be given by the Trustee pursuant to Section 3.03 hereof, unless otherwise provided, at a redemption price equal to the principal amount thereof plus accrued interest to the Redemption Date without premium (i) as a whole if the PLC is not delivered to the Trustee by the PLC Delivery Date (or such later date as shall be permitted under Section 4.03(d) of this Indenture) in the amounts and on the dates determined as follows: on (x) _____ (or such later date as shall be permitted under Section 4.03(d) of this Indenture), from amounts on deposit in or held for the benefit of the Project Fund, the Reserve Fund and the Bond Fund (excluding the principal of the CLCs) and (y) on _____, from the principal of the CLCs, (ii) in part after delivery of the PLC to the Trustee to the extent the principal amount of the PLC, as delivered, is less than \$ _____ from amounts on deposit in the Project Fund; (iii) as a whole or in part, if the Trustee receives payments on the GNMA Securities exceeding regularly scheduled payments of principal and interest thereon (other than optional prepayments of the Mortgage Loan), including payments representing (A) casualty insurance proceeds, condemnation awards or other amounts applied to the prepayment of the Mortgage Loan following a partial or total destruction or condemnation of the Project, (B) mortgage insurance proceeds or other amounts received with respect to the Mortgage Loan following the acceleration thereof upon the occurrence of an event of default thereunder, (C) a prepayment of the Mortgage Loan required by applicable rules, regulations, policies and procedures of HUD or GNMA (including the possible exercise by HUD of its right to override the prepayment and premium provisions of the Mortgage Note if HUD determines that prepayment of the Mortgage Loan will avoid a mortgage insurance claim and is therefore in the best interest of the Federal government) or (D) prepayments on the GNMA Security derived from prepayments on the Mortgage Loan made by the Borrower without notice or prepayment penalty while under the supervision of a trustee in bankruptcy; or (iv) in part on any date on or after the PLC Delivery Date, in the event and to the extent funds on deposit in the General Account of the Bond Fund on any Interest Payment Date exceed \$ _____. If less than all the Bonds then outstanding shall be called for redemption, Bonds to be redeemed shall be selected as provided in Section 3.02 hereof.

(b) Mandatory Sinking Fund Redemption of Bonds. Bonds maturing on _____, 20____ are subject to mandatory redemption prior to maturity by lot, at a redemption price of par, plus accrued interest to the Redemption Date, from mandatory Sinking Fund Installments which are required to be made in amounts sufficient to redeem or pay on _____ 20 and _____ 20 of each year specified below the respective principal amount of such Bonds specified for each such date, as hereinafter set forth:

<u>Date</u>	<u>Principal Amount</u>	<u>Date</u>	<u>Principal Amount</u>
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Bonds maturing on _____, 20__ are subject to mandatory redemption prior to maturity by lot, at a redemption price of par, plus accrued interest to the Redemption Date, from mandatory Sinking Fund Installments which are required to be made in amounts sufficient to redeem or pay on _____ 20 and _____ 20 of each year specified below the respective principal amount of such Bonds specified for each such date, as hereinafter set forth:

<u>Date</u>	<u>Principal Amount</u>	<u>Date</u>	<u>Principal Amount</u>
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Bonds maturing on _____, 20__ are subject to mandatory redemption prior to maturity by lot, at a redemption price of par, plus accrued interest to the Redemption Date, from mandatory Sinking Fund Installments which are required to be made in amounts sufficient to redeem or pay on _____ 20 and _____ 20 of each year specified below the respective principal amount of such Bonds specified for each such date, as hereinafter set forth:

<u>Date</u>	<u>Principal Amount</u>	<u>Date</u>	<u>Principal Amount</u>
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(c) Optional Redemption of Bonds. The Bonds are also subject to redemption at the option of the Issuer at the direction of the Borrower in whole or in part at any time, on or after _____ 20, 201__ (and then at the earliest practical date for which notice of redemption can be given by the Trustee pursuant to Section 3.03 hereof), from (i) payments on

the GNMA Securities representing optional prepayments on the Mortgage Loan, (ii) Seasoned Funds, (iii) refunding bond proceeds or (iv) any other source provided that the Trustee shall have received an opinion of Bond Counsel or bankruptcy counsel to the effect that moneys derived from such other source are not subject to the provisions of Sections 362(a), 547 and 550 of the United States Bankruptcy Code at the redemption prices (expressed as percentages of their principal amount) set forth in the table below plus accrued interest to the Redemption Date:

<u>Redemption Dates</u>	<u>Redemption Prices</u>
_____ 20, 201__ and thereafter	100%

Section 3.02 Selection of Bonds for Redemption.

(a) If less than all the Bonds shall be called for extraordinary mandatory redemption pursuant to Section 3.01(a)(iii), the Trustee shall determine the amount of principal payments under the Mortgage Note that have been made prior to the purchase of the PLC (including any principal payment due on the dated date of the PLC) as specified in the certificate of the GNMA Issuer required by Section 4.03(b)(iii)(E)(4), and the Trustee shall transfer from the Project Fund to the Bond Fund an amount equal to such amount of principal payments. The amount so transferred shall be applied to the next scheduled principal payment of the Bonds. If less than all of the Bonds are to be called for extraordinary redemption pursuant to Section 3.01(a)(iv) or optional redemption or Section 3.01(a)(ii) (other than any amount specified in the two preceding sentences as determined in the certificate of the GNMA Issuer required by Section 4.03(b)(iii)(E)(4), the Trustee shall redeem (and adjust the mandatory sinking fund schedules set forth in Section 3.01(b) above accordingly), an amount of Bonds of each maturity so that the resulting decrease in debt service on the Bonds during each six-month period ending on each Interest Payment Date, is proportional, as nearly as practicable, to the decrease in the payments on the GNMA Securities in each six-month period. The decrease in the payments on the GNMA Securities shall be determined by comparing the originally scheduled payments on the GNMA Securities (as submitted by the Rating Agency in connection with the initial rating of the Bonds) to the revised schedule of payments on the GNMA Securities as set forth in the certificate of the GNMA Issuer required by Section 4.04(h). If less than all of the Bonds are to be called for mandatory sinking fund redemption pursuant to Section 3.01(a)(v), the Trustee shall redeem (and adjust the mandatory sinking fund schedules as set forth in Section 3.01(b) above) an amount of Bonds so that the resulting decrease in debt service on the Bonds during each six month period ending on each Interest Payment Date is proportional, as nearly as practicable.

(b) If less than all the Bonds of any maturity then Outstanding shall be called for redemption, the Bonds (or portions of Bonds in the Authorized Denominations) of such maturity to be redeemed shall be selected by the Trustee by lot.

(c) The portion of any Bond to be redeemed shall be in the principal amount of an Authorized Denomination, and, in selecting Bonds for redemption, the Trustee shall treat each Bond as representing that number of Bonds which is obtained by dividing the principal amount of such Bond by \$5,000.

In case part but not all of an Outstanding Bond shall be selected for redemption, the Holder thereof or his attorney or legal representative shall present and surrender such Bond to the Trustee for payment of the principal amount thereof so called for redemption, and the Issuer shall execute and the Trustee shall authenticate and deliver to or upon the order to such Holder or his legal representative, without charge therefor, for the unredeemed portion of the Bond so surrendered a Bond of the same maturity and bearing interest at the same rate.

Section 3.03 Notice of Redemption. Unless waived by any Holder of Bonds to be redeemed, official notice of redemption shall be given by the Trustee on behalf of the Issuer by mailing a copy of an official redemption notice by first class mail to the Holder of each Bond to be redeemed, at the address of such Holder shown on the Bond Register, not less than 15 days nor more than 60 days prior to the date fixed for redemption. Except in the case of mandatory sinking fund redemptions pursuant to Section 3.01(b) hereof, the Trustee shall not mail a notice of redemption until it has received funds to affect such redemption. As provided in Section 3.01(a) hereof, the Trustee shall redeem any Bonds to be redeemed under said Section 3.01(a) on the earliest practicable date for which notice can be given by the Trustee under this Section 3.03 and shall provide the shortest practicable notice period permitted hereunder.

All official notices of redemption shall be dated and shall state:

- (a) the Redemption Date,
- (b) the redemption price,
- (c) if less than all Outstanding Bonds are to be redeemed, the identification and the respective principal amounts of the Bonds to be redeemed,
- (d) that on the Redemption Date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date, and
- (e) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the principal corporate trust office of the Trustee.

In addition to the foregoing official notice, further notice shall be given by the Trustee as set out below, but no defect in said further notice nor any delay in giving such notice

nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if the official notice thereof is given as above prescribed.

(i) Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (i) the CUSIP numbers of all Bonds being redeemed; (ii) the date of issue of the Bonds as originally issued; (iii) the rate of interest borne by each Bond being redeemed; (iv) the maturity date of each Bond being redeemed; and (v) any other descriptive information needed to identify accurately the Bonds being redeemed.

(ii) Each further notice of redemption shall be sent at least 30 days before the Redemption Date by registered or certified mail or overnight delivery service to all registered security depositories then in the business of holding substantial amounts of obligations of types comprising the Bonds (such depositories now being The Depository Trust Company of New York, New York) and to one or more national information services that disseminate notices of redemption of obligations such as the Bonds.

(iii) Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall identify, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

Failure to duly give official notice of redemption by mail or any defect therein shall not affect the validity of the proceedings for the redemption of any Bond or Bonds. Any notice mailed as provided in this Section shall be conclusively presumed to have been duly given, whether or not the registered Holder receives notice.

Additionally, in the event of an optional redemption of Bonds on a date on which the redemption price includes a redemption premium, the Trustee shall not give notice of such redemption unless the Trustee shall have received: (a) written notice of prepayment from the GNMA Issuer or the Borrower not less than 45 days prior to the applicable scheduled GNMA prepayment date; (b) at least 15 days prior to the anticipated GNMA prepayment date, written notice from the GNMA Issuer of its receipt of the amount of the prepayment, which amount shall include the principal to be prepaid under the GNMA Security plus accrued interest through the last day of the preceding month; (c) the prepayment premium from the Borrower in Seasoned Funds; and (d) a written certificate of the Borrower, upon which the Trustee may conclusively rely, that no Act of Bankruptcy has occurred during the 366-day period prior to the deposit by the Borrower of the prepayment premium with the Trustee, *provided* that if the Trustee shall receive a written commitment by the GNMA Issuer (with the written consent of GNMA) to make or pass through payment of the required prepayment premium, then the requirements of (c) and (d) shall no longer apply. The Borrower is required under the Financing Agreement to cause additional amounts, if any, necessary to effect the redemption of the Bonds to be paid to the Trustee, if any, to assure payment of all interest due on the Bonds to the Redemption Date, taking into account the anticipated earnings on the reinvestment of funds held under the

Indenture, or to deposit such amounts with the Trustee, *provided* that the payment of such amounts meets the requirements of (c) and (d) above.

Section 3.04 Effect of Notice of Redemption. Notice of Redemption having been given in the manner provided in this Article III, and money sufficient for the redemption being held by the Trustee for that purpose, the Bonds so called for redemption shall become due and payable on the Redemption Date, and interest thereon shall cease to accrue on such date; and the Holders of the Bonds so called for redemption shall thereafter no longer have any security or benefit under this Indenture except to receive payment of the redemption price for such Bonds and, to the extent provided in Section 3.02 hereof, to receive Bonds for any unredeemed portions of such Bonds.

Section 3.05 Cancellation. All Bonds which shall have been redeemed shall be cancelled and destroyed by the Trustee and shall not be reissued. A counterpart of the certificate of destruction evidencing such destruction shall be furnished by the Trustee to the Issuer.

ARTICLE IV

FUNDS; INVESTMENTS

Section 4.01 Establishment of Funds. The following funds are hereby established and shall be maintained by the Trustee under this Indenture and held in trust by the Trustee for the benefit of the Bonds:

- (a) Project Fund;
- (b) Bond Fund;
- (c) Reserve Fund;
- (d) Costs of Issuance Fund; and
- (e) Rebate Fund.

Section 4.02 Application of Bond Proceeds and Other Moneys. Upon delivery of the Bonds, the proceeds thereof shall be deposited with the Trustee, together with \$ _____ received from other moneys received from _____ ("Underwriter"), and shall be applied as follows:

- (a) \$ _____ of accrued interest on the Bonds shall be deposited in the General Account of the Bond Fund;
- (b) \$ _____ shall be deposited in the Reserve Fund; and
- (c) \$ _____ shall be deposited in the Project Fund.

Section 4.03 Project Fund.

(a) The Trustee shall deposit into the Project Fund the amounts required by Section 4.02(c) and any amounts paid to the Trustee for deposit into the Project Fund in accordance with Section 4.03(c) or Section 4.03(d) and shall invest such proceeds under the Investment Agreement. The Trustee shall request funds invested under the Investment Agreement in accordance with the terms thereof such that funds will be timely available in advance of the date such funds are needed to fund advances hereunder. No funds shall be advanced from the Project Fund prior to recordation of the Regulatory Agreement.

(b) Moneys in the Project Fund shall be disbursed by the Trustee as follows:

(i) On each date upon which the Trustee acquires from the GNMA Issuer a CLC, the Trustee shall transfer simultaneously to the GNMA Issuer in payment thereof from the Project Fund all moneys then on deposit therein such amount as shall be equal to 100% of the principal amount of such CLC, plus accrued and unpaid interest on such CLC at the Pass-Through Rate.

(ii) Without limiting the provisions of subsection (b)(i) above, with respect to the acquisition of the Initial CLC, the Trustee must receive, in addition to a requisition signed by the Borrower in the form required by the Financing Agreement, the items specified in Section 3.2(a) of the Financing Agreement to be delivered in connection with the Initial Advance.

(iii) Following the delivery to the Trustee of the Initial CLC, the Trustee shall disburse from the Project Fund to the GNMA Issuer, on behalf of the Owner, the amount necessary to purchase each CLC issued for a subsequent advance of the Mortgage Loan, determined in accordance with the Purchase and Sale Agreement, but only if the Trustee has (A) received a copy of the Application for Insurance of Advance of Mortgage Proceeds with respect to such advance executed by the GNMA Issuer, (B) received confirmation that all CLCs representing prior advances have been registered in the name of the Trustee or its designees, (C) received the CLC representing the current advance (the CLC shall be delivered to the Trustee simultaneously with payment by the Trustee of the purchase price therefor), (D) received a certificate of the GNMA Issuer to the effect that neither the GNMA Issuer, nor, to its actual knowledge, the Owner, is in default under any of the Mortgage Loan Documents and a certificate of the Owner to the effect that it is not in default under any of the Mortgage Loan Documents or the Financing Agreement, (E) received a certificate of the GNMA Issuer that (1) the unpaid principal amount balance of the Mortgage Loan, after such advance, will be equal to the aggregate principal amount of all CLCs, (2) the CLCs previously issued are valid and binding obligations of the GNMA Issuer, (3) the CLCs are validly issued and subject to the guaranty of GNMA as to the payments of the principal and interest thereon, and (4) if the disbursement by the Trustee is to purchase the final CLC and the aggregate principal amount of the final CLC then being issued and all previously issued CLCs is less than

\$ _____ notification of (x) the amount, if any, of FHA-required reduction of the Mortgage Loan at Final Endorsement and (y) the amount, if any, of scheduled principal amortization payments for the Mortgage Loan prior to the acquisition of the final CLC by the Trustee, (F) received a statement of the Owner that such disbursement will not violate the provisions of the Financing Agreement, (G) confirmed that the requirements of Section 403(c) and 404(g) will be satisfied, and (H) received notice of the amount of such disbursement no later than two Business Days prior to such disbursement; *provided; however*, that the Trustee shall not purchase CLCs in an aggregate principal amount in excess of \$ _____ and shall not purchase the PLC if its principal amount exceeds \$ _____; and *provided further, however*, that the Trustee shall not purchase any CLC unless, immediately after such purchase, the amount on deposit in the Project Fund will at least be equal to the sum of \$ _____ minus the sum of (i) the principal amount of the CLC being purchased and (ii) the aggregate principal amount of all CLCs previously delivered to the Trustee or requested from GNMA.

(iv) The Trustee shall acquire the PLC by surrendering to the GNMA Issuer for cancellation concurrently with such payment all CLCs owned by the Trustee, *provided* that the PLC shall have a principal amount equal to the aggregate principal amount of outstanding CLCs and shall be dated the first day of the month in which the final CLC is acquired.

(c) The PLC Delivery Date may be extended for no more than 24 successive 30-day periods if an Event of Default has not occurred and is not then continuing and the Trustee shall have received no later than the Business Day next preceding _____ (or any date to which such date is extended pursuant to the provisions hereof) a written request from either the GNMA Issuer or the Borrower for such delay (whether or not a conflicting request is received from the other such party) accompanied by (i) a cash flow projection prepared by financial consultants acceptable to the Issuer or the underwriter for the Bonds demonstrating that the sum of (A) the amounts in the Project Fund, the Reserve Fund and the Bond Fund, (B) the investment earnings to accrue on the amounts held in the Project Fund, the Reserve Fund and the Bond Fund during the period ending 30 days after the end of any period of delay requested, and (C) any additional sums paid to or held by the Trustee by or on behalf of the Borrower or the GNMA Issuer (including payments on the CLCs) for deposit into the Project Fund or Bond Fund (accompanied by an opinion of counsel acceptable to the Trustee to the effect that such sums are not subject to the provisions of Sections 362(a) and 547 of the Federal Bankruptcy Code in the event of a bankruptcy of the Borrower) will be at least equal to (1) the debt service on the Bonds as originally scheduled and will also be at least equal to (2) the debt service on the Bonds through the date which is 30 days after the end of any such period, plus, in each case, originally scheduled and accrued unpaid Trustee fees and rebate calculation fees (assuming redemption of all Bonds on the date set forth in this clause (2)) and any other amounts which were shown to be available at such time for debt service on the Bonds in the original cash flows prepared and submitted to the Rating Agency in connection with the issuance of the Bonds; (ii) an opinion of Bond Counsel to the effect that such extension will not adversely affect the exclusion of interest on the Bonds from gross income for federal income tax purposes; (iii) arrangements satisfactory

to the Trustee for the making of the investments contemplated by the cash flow projection; and (iv) written notice from the Rating Agency that the rating then assigned to the Bonds will not be lowered or withdrawn as a result of such extension of the PLC Delivery Date. Upon the receipt of the documents and upon the arrangements listed in this subdivision, the Trustee shall permit the extension(s); *provided, however*, that if such documents have not been received and such arrangements have not been made by the Business Day next preceding _____, then the moneys remaining on deposit in the Project Fund on such date shall be transferred to the Bond Fund on the Business Day next preceding _____ (or such later date as previously established under this paragraph (d)), and applied, together with amounts on deposit in the Reserve Fund and the Bond Fund, to the redemption of Bonds pursuant to Section 3.01(a)(ii).

In the event Commencement of Amortization occurs prior to the PLC Delivery Date, under no circumstances shall the GNMA Issuer pass through to the Trustee principal payments on the Mortgage Note prior to the PLC Delivery Date (except to the extent provided in the CLCs); such principal payments shall be paid only pursuant to the terms of the Mortgage Note.

On the PLC Delivery Date, amounts remaining in the Project Fund shall be transferred to the Bond Fund either (i) for the redemption of the Bonds as set forth in Section 3.01(a)(iii) hereof but only to the extent that the remaining amounts are attributable, as certified by the GNMA Issuer to the Trustee, to a reduction in the mortgage loan principal amount by the FHA or (ii) otherwise to be applied to pay debt service on the next Interest Payment Date. The Trustee shall transfer for cancellation pursuant to the book-entry system all CLCs held by it in exchange for the PLC. Notwithstanding such transfer by the Trustee of the CLCs, all such CLCs shall remain registered in the name of the Trustee and continue to be enforceable by the Trustee until such time as the Trustee has received delivery of the PLC.

(d) The Trustee shall not be required to acquire a GNMA Security unless it may receive funds for such acquisition under the terms and conditions of the Investment Agreement and unless the GNMA Security pays interest at the Pass-Through Rate and, in the case of the PLC, matures no later than _____ 15, 204 __. The GNMA Security shall be registered in accordance with the provisions of Section 4.04(g).

(e) If the PLC is not delivered by the PLC Delivery Date, as such date may be extended pursuant to Section 4.03(d), the Trustee shall redeem all CLCs held by it upon their maturity and use the funds derived therefrom, together with the proceeds remaining in the Project Fund and transferred to the Bond Fund pursuant to Section 4.03(d), to redeem Bonds as provided in Section 3.01(a), on _____.

(f) The Trustee shall compare the GNMA Security or its book-entry form with the GNMA prospectus relating to the GNMA Security and GNMA Guaranty Agreement provided by the GNMA Issuer to assure delivery of the correct GNMA Security.

Section 4.04 Bond Fund.

(a) There shall be established and maintained by the Trustee in the Bond Fund three Accounts - the General Account, the Optional Redemption Account [and the Seasoned Funds Account]. The Trustee shall deposit into the General Account of the Bond Fund (i) the amounts required by Section 4.02 hereof, (ii) all amounts received by the Trustee from or with respect to the GNMA Security (other than payments on the GNMA Security resulting from optional prepayments of the Mortgage Loan), (iii) excess moneys in the Costs of Issuance Fund pursuant to Section 4.06 hereof and (iv) investment earnings on amounts held by the Trustee hereunder. The Trustee shall deposit into the Optional Redemption Account of the Bond Fund all payments on the GNMA Security resulting from optional prepayments of the Mortgage Loan.

(b) The Trustee shall apply amounts on deposit in the General Account (i) first, to pay the principal of and interest on the Bonds as the same becomes due; (ii) second, to pay the fees and expenses of the Trustee (not in excess of the amount set forth in Section 7.07 hereof and (iii) third, to pay the cost (in an amount not to exceed 0. __ % of the aggregate principal amount of the Bonds then Outstanding for each five year period, commencing upon the date of issuance of the Bonds) of a rebate analyst required to be retained pursuant to the Tax Agreement. If and to the extent the amount on deposit in the General Account exceeds the amount required under clauses (i) and (ii) above as of any Interest Payment Date after the PLC Delivery Date, such excess to the extent it exceeds \$ _____ shall be applied to the redemption of Bonds in accordance with Section 3.01 (a)[(v)] hereof.

(c) The Trustee shall apply amounts on deposit in the Optional Redemption Account to the optional redemption of Bonds pursuant to Section 3.01(c) hereof, *provided* that the Trustee shall apply such amounts for such purpose unless such amounts are derived from (i) a payment on the GNMA Securities representing optional prepayment on the Mortgage Loan, (ii) refunding bond proceeds or (iii) any other source, *provided* that in the case of (iii) the Trustee must also be in receipt of an opinion of bankruptcy counsel to the effect that the amounts to be applied to the optional redemption of the Bonds will not be subject to an automatic stay or avoidance as a preferential transfer in the event of an Act of Bankruptcy.

(d) The GNMA Security shall be held at all times for the benefit of the Bond Fund. If the Trustee does not receive a payment on the GNMA Security when due by the close of business on the sixteenth day of any month, the Trustee shall notify and demand payment from GNMA by the close of business on the next succeeding Business Day. The Trustee shall demand payment from GNMA for all CLCs held by it upon their maturity (as such maturity may be extended pursuant to Section 4.03(c)) in return for payment of their principal amount or shall transfer the CLCs to the MBS (as defined below) for cancellation in connection with delivery of the PLC.

(e) The Trustee shall deposit into the Seasoned Funds Account of the Bond Fund and in subaccounts thereof, which the Trustee shall establish, for each such payment, without commingling the same with any other amounts in the Bond Fund, all amounts representing payments made to the Trustee by the Borrower for deposit therein as specified by the Borrower. Moneys on deposit in the Seasoned Funds Account which represent Seasoned

Funds shall be applied only to pay the premium, if any, on the Bonds as the same shall become due and payable by redemption. Such moneys shall be paid to the Bondholders only if they constitute Seasoned Funds.

(f) The Trustee shall transfer to the Rebate Fund from the Bond Fund the amounts, if any, required pursuant to the Tax Agreement.

(g) All GNMA Securities shall be in book-entry only form and the following shall apply:

(i) the GNMA Securities shall be registered in the name of the Trustee at the MBS Division of the Depository Trust Company ("MBS") acting as depository for such book-entry designation at the time of purchase of the GNMA Securities by the Trustee;

(ii) the Trustee shall be or shall become a participant in MBS or shall have entered into a custody agreement with respect to the GNMA Securities with a participant of MBS and shall have a perfected security interest in and to the GNMA Securities;

(iii) the Trustee or the participant acting on behalf of the Trustee (in either case, the "Receiving Participant") shall establish a limited-purpose account with MBS for this Indenture to be called the "Limited Purpose Account";

(iv) the Receiving Participant shall deliver an irrevocable instruction to MBS to the effect that all fees arising in connection with the Limited Purpose Account are to be charged to another account maintained by MBS for the Receiving Participant;

(v) MBS shall deliver a certificate to the Receiving Participant acknowledging that the Receiving Participant will not charge the specified Limited Purpose Account at all times that the instruction in paragraph (iv) above remains in effect (with exceptions only for mistake or to secure and repay any advance or principal and interest made by MBS);

(vi) there must be written evidenced from MBS or the Receiving Participant that MBS has made an appropriate entry in its records of the transfer of such book-entry security to the Receiving Participant's account'

(vii) the GNMA Securities shall have been transferred and received into the Limited Purpose Account free of any payment obligation other than the Trustee's obligation to pay the GNMA Issuer for the GNMA Securities;

The provisions of paragraphs (iii), (iv), (v) and (vii) shall not apply if the Trustee receives written evidence from MBS and the Receiving Participant that MBS will not offset its fees against the Receiving Participant's custodial account.

(h) The GNMA Issuer shall deliver to the Trustee a certificate setting forth the revised regularly scheduled future principal and interest payments on the GNMA Securities on (x) the PLC Delivery Date if the principal amount of the PLC is less than \$_____ due to mortgage reduction at Final Endorsement and (y) each instance that the Trustee receives payment on the GNMA Securities exceeding regularly scheduled payments of principal and interest thereon. Such certificate of the GNMA Issuer will include all regularly scheduled future principal and interest payments on the GNMA Securities until scheduled maturity and will aggregate the scheduled future payments for each future six-payment interval that begins each January through the following June and that begins each July through the following December.

Section 4.05 Reserve Fund. The Trustee shall deposit into the Reserve Fund (i) the amounts required by Section 4.02(b) hereof, (ii) the portion of an interest payment on a CLC representing accrued and unpaid interest on such CLC at the Pass-Through Rate on the date such CLC was acquired by the Trustee and (iii) any additional amounts required by the provisions of the Indenture to be deposited therein.

The Trustee shall apply amounts on deposit in the Reserve Fund on each Interest Payment Date or any Redemption Date to pay or provide for the payment of (i) the portion the purchase price of a CLC representing accrued and unpaid interest on such CLC at the Pass-Through Rate and (iii) the principal of, premium, if any, or interest on the Bonds becoming due and payable, whether at maturity or by prior redemption, on such date, and for which sufficient moneys are not yet available for such purpose in the Bond Fund.

On the Business Day after the first Interest Payment Date occurring after the later of (i) _____, and (ii) the PLC Delivery Date (as such date shall be extended pursuant to Section 4.03(d)), all amounts on deposit in the Reserve Fund shall first be transferred to the Bond Fund, but only to the extent required to bring the balance in the Bond Fund to \$_____. All remaining amounts shall be paid to the Borrower upon delivery to the Trustee of the following:

(a) a cash flow projection prepared by financial consultants acceptable to the Issuer or the underwriter for the Bonds demonstrating that the sum of (i) the amounts in the Project Fund and the Bond Fund and investment earnings thereon and (ii) scheduled payments to be received on the GNMA Security will at least be equal to scheduled debt service on the Bonds; and

(b) written notice from the Rating Agency that the rating then assigned to the Bonds will not be lowered or withdrawn as a result of the payment of the amounts then on deposit in the Reserve Fund to the Borrower.

Notwithstanding the foregoing, if the PLC is not delivered to the Trustee by the PLC Delivery Date, no amounts remaining in the Reserve Fund shall be paid to the Borrower until such time as no Bonds remain Outstanding.

Section 4.06 Costs of Issuance Fund. The Trustee shall deposit into the Costs of Issuance Fund any amounts deposited with the Trustee by the Borrower for deposit into the Costs of Issuance Fund.

The Trustee shall apply amounts on deposit in the Costs of Issuance Fund to pay costs of issuance of the Bonds pursuant to the written direction of the Borrower filed with the Trustee. Any amounts remaining in the Costs of Issuance Fund on _____, shall be transferred to the Project Fund, except that, with respect to such amounts remaining in the Cost of Issuance Fund that do not constitute Bond proceeds (within the meaning of the Code), such amounts shall be applied toward any amounts due to the Issuer by the Borrower.

Section 4.07 Rebate Fund. The purpose of the Rebate Fund is to facilitate compliance with Section 148(f) of the Code. Any Rebate Amount (as defined in the Tax Agreement) deposited in such Fund shall be for the sole benefit of the United States of America and shall not be subject to the lien of the Indenture or to the claim of any other person, including, without limitation, the Bondholders and the Issuer. The requirements of this Section 4.07 are subject to, and shall be interpreted in accordance with, Section 148(f) of the Code and the Treasury Regulations applicable thereto (the "**Regulations**") and shall apply except to the extent the Trustee is furnished with an opinion of Bond Counsel or other satisfactory evidence that the Regulations contain an applicable exception. The Trustee shall make all payments, and file all forms, under the direction of the Borrower and pursuant to the Tax Agreement.

Promptly at the end of each five year period after the issue date of the Bonds and also upon the retirement of the Bonds, the Trustee shall provide the Borrower with a statement of earnings on funds and accounts held under this Indenture during any period not covered by a prior statement. Each statement shall include the purchase and sale prices of each investment, if any (including any commission paid thereon which shall be separately stated if such information is available), the dates of each investment transaction, information as to whether such transactions were made at a discount or premium and such other information known or reasonably available to the Trustee as the Borrower or rebate analyst shall reasonably require. If so requested by the Borrower at any time, the Trustee shall create within the Bond Fund separate accounts for purposes of accounting for earnings on amounts attributable to the Bonds.

The Trustee shall promptly transfer to the Rebate Fund each amount required to be deposited therein pursuant to the written direction of the Borrower or the rebate analyst pursuant to the Tax Agreement, first from earnings in the Project Fund, and, second, to the extent amounts in the Project Fund are insufficient, from revenues which have been deposited into the Bond Fund and earnings thereon. To the extent that the amount to be deposited into the Rebate Fund exceeds the amount which can be transferred from such funds, the Trustee shall promptly notify the Borrower and an amount equal to such deficiency shall be paid promptly by the Borrower to the Trustee for deposit into the Rebate Fund.

The Borrower and the Trustee, on behalf of the Issuer, shall keep such records as will enable them to fulfill their respective responsibilities under this Section 4.07 and Section 148(f) of the Code, and the Borrower shall engage a rebate analyst as may be necessary in connection with such responsibilities. The Trustee, to the extent furnished to it, will retain

records of all calculations performed by the rebate analyst until six years after the retirement of the last obligation of the Bonds. The fees and expenses of the rebate analyst shall be paid by the Borrower pursuant to the Financing Agreement to the extent amounts provided hereunder are insufficient for such purpose. For purposes of the computation of the Rebate Amount required under the Tax Agreement, the Trustee shall make available to the Borrower and the Issuer during normal business hours all information in the Trustee's control which is necessary to such computations.

Section 4.08 Investment of Funds. The Trustee is hereby directed to enter into the Investment Agreement. Any moneys held as part of any fund created in this Article and not able to be invested pursuant to the Investment Agreement shall be invested or reinvested by the Trustee in Qualified Investments at the written or telephonic direction of the Authorized Borrower Representative, such telephonic direction to be promptly confirmed in writing. Such moneys may only be invested in Qualified Investments which mature or are subject to redemption or repurchase at par plus accrued interest at the option of the Trustee (i) on or prior to the date or dates on which the Trustee anticipates that cash funds will be required, or (ii) within six months of the date of investment. The investments so made and earnings thereon shall be held by the Trustee and shall be deemed at all times to be a part of the fund in which such moneys were held; *provided* that for purposes of investment moneys held in any of the funds established hereunder may be commingled. The Trustee is directed to sell and reduce to cash a sufficient amount of such investments whenever the cash balance in any fund shall be insufficient to cover a proper disbursement from any fund. The Trustee shall incur no liability resulting from any investments made pursuant to this Section.

The Trustee may make any and all investments permitted by this Section through its own bond or investment department, unless otherwise directed in writing by the Authorized Borrower Representative.

Section 4.09 Custody of Funds; Moneys to Be Held in Trust. The funds created under this Indenture shall be in the custody of the Trustee in its trust capacity hereunder; and the Issuer authorizes and directs the Trustee to withdraw moneys from said funds for the purposes specified herein, which authorization and direction the Trustee hereby accepts. All moneys required to be deposited with or paid to the Trustee under any provision of this Article IV shall be held by the Trustee in trust, and except for moneys held in the Rebate Fund or deposited with or paid to the Trustee for the redemption of Bonds, notice of redemption of which has been duly given, shall while held by the Trustee constitute part of the security for the Holders and be subject to the lien hereof.

Section 4.10 Final Balances. Upon final payment of all principal of, premium, if any, and interest on the Bonds, and upon satisfaction of all claims against the Issuer hereunder, including the payment of all fees, charges and expenses of the Trustee which are due and payable hereunder, or upon the making of adequate provision for the payment of such amounts, as permitted hereby, and after satisfaction of all of the Borrower's obligations under the Financing Agreement, all money and securities remaining hereunder shall be remitted to the Issuer.

Section 4.11 Nonpresentment of Bonds. In the event any Bond shall not be presented for payment when the principal thereof becomes due in whole or in part, whether at maturity, at the Redemption Date or otherwise, or a check or draft for interest is uncashed, if funds sufficient to pay such Bonds shall have been made available to the Trustee for the benefit of the Holder or Holders thereof, all liabilities of the Issuer to the Holder thereof for the payment of such Bond, as the case may be, shall thereupon cease and be completely discharged, and it shall be the duty of the Trustee to hold such funds for a period of six years after maturity of all Bonds, without liability for interest thereon, in a separate account in the Bond Fund for the benefit of the Holder of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Indenture or on, or with respect to, said Bond. After the expiration of such six-year period, the Trustee shall return said funds to the Issuer upon its written request and the Holder or Holders of any such unrepresented Bond shall be entitled to payment of said Bond only from said funds held by the Issuer. The obligation of the Trustee under this Section to pay any such funds to the Issuer shall be subject to any provisions of law applicable to the Trustee or to such funds providing other requirements for disposition of unclaimed property.

ARTICLE V

GENERAL COVENANTS AND REPRESENTATIONS

Section 5.01 Payment of Principal or Redemption Price of and Interest on Bonds. The Issuer shall promptly pay or cause to be paid the principal or redemption price of, and the interest on, every Bond issued hereunder according to the terms thereof, but shall be required to make such payment or cause such payment to be made only out of revenues available therefor under this Indenture. The Issuer hereby designates the principal corporate trust office of the Trustee as the place of payment for the Bonds.

Section 5.02 Instruments of Further Assurance. The Issuer and the Trustee shall do, execute, acknowledge and deliver, such indentures supplemental hereto, and such further acts, instruments and transfers as the Trustee may reasonably require for the better assuring, transferring, conveying, pledging, assigning and confirming unto the Trustee all its interest in the property herein described and the revenues, receipts and other amounts pledged hereby to the payment of the principal of, premium, if any, and interest on the Bonds paid solely from the Trust Estate. Any and all interest in property hereafter acquired which is of any kind or nature herein provided to be and become subject to the lien hereof shall and without any further conveyance, assignment or act on the part of the Issuer or the Trustee, become and be subject to the lien of this Indenture as fully and completely as though specifically described herein, but nothing contained in this sentence shall be deemed to modify or change the obligations of the Issuer under this Section.

Section 5.03 Recordation and Filing. Pursuant to the Financing Agreement, the Borrower shall cause financing statements with respect to the Trust Estate described in this Indenture to be at all times filed in such manner and in such places if required by law in order to fully preserve and protect the rights of the Issuer and the Trustee hereunder and to perfect the security interest created by this Indenture in the Trust Estate described herein. To the extent

possible under applicable law, as in effect in the jurisdiction(s) in which the Trust Estate is located, the Borrower will maintain the priority of the security interest herein created in the Trust Estate as a first lien thereon, and warrant, protect, preserve and defend its interest in the Trust Estate and the security interest of the Trustee herein and all rights of the Trustee under this Indenture against all actions, proceedings, claims and demands of all Persons, all paid for by the Borrower.

Section 5.04 No Modification of Security. The Issuer shall not, without the written consent of the Trustee, alter, modify or cancel, or agree to consent to alter, modify or cancel any agreement which relates to or affects the security for the Bonds. The Trustee shall not consent to any change in the maturity of the GNMA Security or the Mortgage Note, except as provided in Sections 4.03(c), 4.03(d), 5.07 and Article VIII hereof.

Section 5.05 Reports. The Trustee shall furnish annually, to the Borrower (which shall furnish copies thereof to HUD), the GNMA Issuer and any Bondholder who requests copies thereof and furnishes an address to which such reports and statements are to be sent, copies of (a) any reports furnished to the Trustee with regard to the Project and (b) annual statements of the Trustee with regard to fund balances. The Trustee shall be reimbursed by the Borrower for its reasonable costs in preparing any such statements.

Section 5.06 Tax Covenants.

(a) The Issuer, to the extent that it has control over any of the following proceeds or payments, and the Trustee, to the extent that it has discretion with respect to investment of such proceeds, covenant and agree that they will not take any action or fail to take any action with respect to the investment of the proceeds of any Bonds issued under this Indenture or with respect to the payments derived from the security pledged hereunder or from the Financing Agreement which would result in constituting the Bonds "arbitrage bonds" within the meaning of such term as used in Section 148 of the Code. The Issuer and the Trustee further covenant and agree that they will comply with and take all actions required by the Tax Agreement. The Trustee shall cause to be prepared all rebate calculations required to be performed pursuant to the Tax Agreement.

(b) The Issuer covenants that it shall not use or cause the use of any proceeds of Bonds or any other funds of the Issuer, directly or indirectly, in any manner, and shall not take or cause to be taken any other action or actions, or fail to take any action or actions, which would result in interest on any of the Bonds becoming includable in gross income of any holder thereof. The Issuer further covenants that it shall at all times do and perform all acts and things permitted by law and necessary or desirable in order to assure that interest paid by the Issuer on the Bonds shall be excluded from the gross income of the recipients thereof for federal income tax purposes.

Section 5.07 Concerning the GNMA Security.

(a) The Trustee shall defend its rights in and to the GNMA Security for the benefit of the Bonds against the claims and demands of all Persons whomsoever.

(b) The Trustee shall not sell or otherwise dispose of the GNMA Security for an amount less than the amount sufficient, together with other amounts held under this Indenture, to provide for the payment of the Bonds in accordance with Article IX hereof.

(c) Except as otherwise specifically permitted by this Indenture, the Trustee shall not consent to any sale, modification or amendment of the GNMA Security without (i) notifying the Rating Agency of any proposed sale, modification or amendment, and (ii) obtaining the express written consent of 100% of the Holders of the Bonds.

ARTICLE VI

DEFAULT PROVISIONS AND REMEDIES OF TRUSTEE AND HOLDERS

Section 6.01 Events of Default. Each of the following shall be an "Event of Default":

- (a) default in the due and punctual payment of any interest on any Bond; or
- (b) default in the due and punctual payment of the principal of or premium, if any, on any Bond whether at the stated maturity thereof, or on proceedings for redemption thereof, or on the maturity thereof by declaration; or
- (c) default in the performance or observance of any other of the covenants, agreements or conditions on the part of the Issuer in this Indenture or in the Bonds; or
- (d) the occurrence and continuation of an event of default under the Financing Agreement of which the Trustee has actual notice or of which the Trustee is deemed to have notice pursuant to Section 7.04(i) hereof.

The Trustee and the Issuer agree that notwithstanding the provisions hereof, no default under the terms of this Indenture shall be construed as resulting in a default under the Mortgage Loan Documents unless such event also constitutes a default thereunder.

Section 6.02 Acceleration. Upon the occurrence of an Event of Default described in Section 6.01(a) or (b) hereof, and *provided* that the Mortgage Loan shall have been paid in full as certified by the GNMA Issuer to the Trustee, the Trustee may, and upon the written request of the holders of not less than 25% in aggregate principal amount of all Bonds then Outstanding shall, by notice in writing delivered to the Borrower and the Issuer, declare the principal of all Bonds then Outstanding and the interest accrued thereon immediately due and payable and such principal and interest shall thereupon become and be immediately due and payable.

Section 6.03 Rights of Holders. If any Event of Default shall have occurred and be continuing, then the Trustee may and, if requested so to do by the Holders of not less than 25% in aggregate principal amount of Bonds affected by such default, and if indemnified as provided herein, the Trustee shall:

- (a) by mandamus or other suit, action or proceeding at law or in equity require the Issuer to perform its covenants and duties under this Indenture;
- (b) bring suit upon the Bonds;
- (c) by action or suit in equity require the Issuer to account for its actions as if it were the trustee of an express trust for the holders of the Bonds;
- (d) by action or suit in equity enjoin any acts or things that may be unlawful or in violation of the rights of the holders of the Bonds;
- (e) take any action to enforce its remedies under the Financing Agreement; or
- (f) take such other steps to protect and enforce its rights and the rights of the holders of the Bonds, whether by action, suit or proceeding in aid of the execution of any power herein granted or for the enforcement of any other appropriate legal or equitable remedy.

Section 6.04 Rights of Holders to Direct Proceedings. Subject to the provisions of Section 6.08 hereof, the Holders of a majority in principal amount of the Bonds shall have the right at any time, by an instrument in writing executed and delivered to the Trustee, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture for the benefit of the Bonds, or for the appointment of a receiver or any other proceedings hereunder for the benefit of the Bonds, in accordance with the provisions of law and of this Indenture.

Section 6.05 Waiver by Issuer. Upon the occurrence of an Event of Default, to the extent that such right may then lawfully be waived, neither the Issuer nor anyone claiming through or under it shall set up, claim or seek to take advantage of any appraisal, valuation, stay, extension or redemption laws now or hereinafter in force, in order to prevent or hinder the enforcement of this Indenture; and the Issuer, for itself and all who may claim through or under it, hereby waives, to the extent that it lawfully may do so, the benefit of all such laws and all right of appraisement and redemption to which it may be entitled under the laws of the State.

Section 6.06 Application of Moneys. All moneys received by the Trustee or a receiver pursuant to any right given or action taken pursuant to a default under Section 6.01(a) or (b) hereof and all moneys in the possession of the Trustee shall, after payment of the cost and expenses of any proceedings resulting in the collection of such moneys and after payment of the fees and expenses of the Trustee, its agents and attorneys, be deposited in the Bond Fund; and all moneys in the Bond Fund shall be applied, together with the other moneys held by the Trustee hereunder, except the Rebate Fund, as follows:

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

FIRST: to the payment to the Persons entitled thereto of all installments of interest then due on the Bonds, in the order of the maturity of the installments of such interest and, if the amount available shall not be sufficient to pay in full any particular

installment, then to the payment thereof ratably, according to the amounts due on such installment, to the Persons entitled thereto, without any discrimination or privilege except as to any difference in the respective rates of interest specified in the Bonds;

SECOND: to the payment to the Persons entitled thereto of the unpaid principal of and premium, if any, on any of the Bonds which shall have become due (other than Bonds called for redemption for the payment of which money shall be held pursuant to Section 4.12 of this Indenture) whether at maturity or by call for redemption, in the order of their due dates and beginning with the earliest such due date, with interest on such Bonds from the date upon which they become due and, if the amount available shall not be sufficient to pay in full principal of, premium, if any, and interest on the Bonds due on any particular date, together with such interest, then to the payment thereof ratably, according to the amount of the principal, interest, and premium, if any, due on such date, to the Persons entitled thereto without any discrimination or privilege; and

THIRD: to the payment of any unpaid fees and expenses of the Issuer and the GNMA Issuer.

Any moneys remaining after application as described above shall be deposited in the General Account of the Bond Fund.

(b) If the principal of all the Bonds shall have become due and payable or shall have been declared due and payable, all such moneys shall be applied to the payment of the principal, premium, if any, and interest then due and unpaid upon the Bonds, without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of premium over principal or interest or of principal or interest over premium or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal, premium, if any, and interest, to the persons entitled thereto without any discrimination or privilege, except as to any difference in the respective Interest Rates specified in the Bonds.

Whenever moneys are to be applied pursuant to the provisions of this Section, such moneys shall be applied at such times, and from time to time as the Trustee shall determine, having due regard to the amount of such moneys available for such application in the future. Whenever the Trustee shall apply such funds, it shall fix the date (which shall be an Interest Payment Date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such date shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date, and shall not be required to make payment to the Holder of any Bond until such Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Section 6.07 Remedies Vested in Trustee. All rights of action, including the right to file proof of claims, under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceedings relating thereto and any such suit or proceeding instituted by the Trustee shall

be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any Holders of the Bonds, and any recovery of judgment shall be for the benefit as provided herein of Holders of the Outstanding Bonds.

Section 6.08 Remedies of Holders. No Holder of any Bonds shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of any provision of this Indenture or for the execution of any trust hereunder or for the appointment of a receiver or any other remedy hereunder, unless: (a) a default shall have occurred of which the Trustee shall have been notified as provided herein; (b) such default shall have become an Event of Default; (c) the Holders of at least 25% in aggregate principal amount of the Outstanding Bonds shall have made written request to the Trustee and shall have offered reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name; (d) such Holders shall have offered to the Trustee indemnity as provided herein; and (e) the Trustee shall within 60 days thereafter fail or refuse to exercise the powers hereinbefore granted, or to institute such action, suit or proceeding, and such notification, request and offer of indemnity are hereby declared in every case at the option of the Trustee to be conditions precedent to the execution of the powers and trusts under this Article VI, and to any action or cause of action for the enforcement of this Indenture, or for any other remedy hereunder; it being understood and intended that no one or more Holders of the Bonds shall have any right in any manner whatsoever to affect, disturb or prejudice the lien of this Indenture or the rights of any other Holders of the Bonds or to obtain priority or preference over any other Holders (other than as provided herein) or to enforce any right under this Indenture, except in the manner herein provided and for the equal and ratable benefit of all Holders of Bonds. Nothing contained in this Indenture shall, however, affect or impair the right of any Holder to enforce the payment of the principal of, the premium, if any, and interest on any Bond at the maturity thereof or the obligation of the Issuer to pay the principal of, premium, if any, and interest on the Bonds issued hereunder to the respective Holders thereof, at the time, in the place, from the sources and in the manner expressed herein and in said Bonds.

Section 6.09 Termination of Proceedings. In case the Trustee shall have proceeded to enforce any right under this Indenture by the appointment of a receiver, by entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the Issuer and the Trustee shall be restored to their former positions and rights hereunder with respect to the Trust Estate herein conveyed, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 6.10 Waivers of Events of Default. The Trustee shall waive any Event of Default hereunder and its consequences and rescind any declaration of maturity of principal of and interest on the Bonds upon the written request of the Holders of a majority of the

Outstanding Bonds; *provided, however*, that there shall not be waived (a) any default in the payment of the principal of any Bonds at the date of maturity specified therein, or upon proceedings for mandatory redemption, or (b) any default in the payment when due of the interest or premium on any such Bonds, unless prior to such waiver or rescission all arrears of interest, with interest (to the extent permitted by law) at the rate borne by the Bonds on overdue installments of interest or all arrears of payments of principal or premium, if any, when due (whether at the stated maturity thereof or upon proceedings for mandatory redemption) as the case may be, and all fees, costs, and expenses of the Trustee, in connection with such default shall have been paid or provided for, and in case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such default shall have been discontinued or abandoned or determined adversely, then and in every such case the Issuer, the Trustee and the Bondholders shall be restored to their former positions and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereto.

Section 6.11 Notice of Defaults; Opportunity of the Issuer, the Borrower and the GNMA Issuer to Cure Defaults. Anything herein to the contrary notwithstanding no default under subsection (c) of Section 6.01 hereof (other than a default occasioned by the nonpayment of money) shall constitute an Event of Default until (i) actual notice of such default by registered or certified mail shall have been received by the Trustee, and a notice of default shall have been given by the Trustee or by the Holders of not less than 25% in aggregate principal amount of the Outstanding Bonds to the Borrower, the GNMA Issuer and the Issuer, and (ii) the Borrower and the Issuer shall have had with respect to a default under such subsection (c), 30 days after receipt of such notice, to correct said default or cause said default to be corrected, and shall not have corrected said default or caused said default to be corrected within the applicable period, and thereafter, with respect to a default described in such subsection (c), the GNMA Issuer shall have had 30 days to correct said default or cause said default to be corrected, and shall not have corrected said default or caused said default to be corrected within the applicable period; *provided, however*, if a default under such subsection (c) be such that it cannot be corrected within the applicable period, it shall not constitute an Event of Default if corrective action is instituted by the Borrower, the Issuer or the GNMA Issuer, as the case may be, within the applicable period and diligently pursued until the default is corrected.

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

In the event the Issuer fails to perform any of its covenants or obligations under this Indenture, the Borrower shall have the right to perform such covenants or obligations and the Issuer hereby consents to such fulfillment and waives any right it may have to interfere therewith.

ARTICLE VII**THE TRUSTEE****Section 7.01 Certain Duties and Responsibilities.**

(a) Except during the continuance of an Event of Default:

(i) The Trustee undertakes to perform such duties and only such duties as are specifically set forth in this Indenture, and no implied covenants or obligations shall be read into this Indenture against the Trustee; and

(ii) in the absence of bad faith on its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee and conforming to the requirements of this Indenture; but in the case of any such certificates or opinions which by any provision hereof are specifically required to be furnished to the Trustee, the Trustee shall be under a duty to examine the same to determine whether they conform to the requirements of this Indenture.

(b) In case an Event of Default has occurred and is continuing, the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances in the conduct of his or her own affairs.

(c) No provision of this Indenture shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that

(i) This subsection (c) shall not be construed to limit the effect of subsection (a) of this Section;

(ii) The Trustee shall not be liable for any error of judgment made in good faith by a responsible officer, unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts; and

(iii) The Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with directions received pursuant to Section 6.04 or the direction of the Holders of a majority in principal amount of Outstanding Bonds relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Indenture.

(d) No provisions of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers.

(e) Whether or not therein expressly so provided, every provision of this Indenture relating to the conduct or affecting the liability of or affording protection to the Trustee shall be subject to the provisions of this Section.

Section 7.02 Notice of Default. Within 30 days after the occurrence of any default hereunder of which the Trustee is deemed to have notice hereunder, the Trustee shall transmit by first class mail, to the Holders of all Bonds then Outstanding notice of such default hereunder known to the Trustee, unless such default shall have been cured or waived prior thereto; *provided, however,* that, except in the case of a default in the payment of the principal of (or premium, if any) or interest on any Bond when due, the Trustee shall be protected in withholding such notice if and so long as the Trustee in good faith determines that the withholding of such notice is in the interests of the Holders of the Bonds. For the purpose of this Section the term "default" means any event which is, or after notice or lapse of time or both would become, an Event of Default.

Section 7.03 Required Reporting. The Trustee shall provide to the Rating Agency (with copies to the Issuer and the Borrower):

(a) notice of any of the following events: (i) any GNMA Security is sold (except for the exchange of the CLCs for the PLC), (ii) a partial prepayment is made on any GNMA Security, (iii) the Investment Agreement is amended or replaced by a new Investment Agreement, (iv) the Bonds are no longer Outstanding in accordance with Article IX hereof, (v) this Indenture or any Mortgage Loan Document is amended in accordance with Article VIII hereof, and (vi) the appointment of any successor Trustee or co-trustee.

(b) notice of the initial acquisition by the Trustee of (i) the Initial CLC, and (ii) the PLC (within 30 days of such acquisition);

(c) a copy of any notices sent to the GNMA Issuer, HUD or GNMA after the Trustee has become entitled to claim any benefits under the GNMA Security; and

(d) such other information as the Rating Agency may reasonably request from time to time (i) in connection with its ongoing surveillance of the rating on the Bonds and (ii) in order to maintain the rating on the Bonds.

Section 7.04 Certain Rights of Trustee. Except as otherwise provided in Section 10.01 hereof:

(a) the Trustee may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order or other paper or document conforming to the requirements, if any, of this Indenture, and believed by it to be genuine, and to have been signed or presented by the proper party or parties;

(b) any Request or Statement of the Issuer mentioned herein shall be sufficiently evidenced by an order or Request of the Issuer signed by an Authorized Issuer

Representative and any resolution or ordinance of the governing body of the Issuer may be sufficiently evidenced by a Certificate of the Issuer;

(c) any notice, request, direction, election, order or demand of the Borrower mentioned herein shall be sufficiently evidenced by an instrument purporting to be signed in the name of the Borrower by an Authorized Borrower Representative (unless other evidence in respect thereof be herein specifically prescribed);

(d) whenever in the administration of this Indenture the Trustee shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, the Trustee (unless other evidence be herein specifically prescribed) may, in the absence of bad faith on its part, rely upon a Certificate of the Issuer;

(e) the Trustee may consult with counsel, architects and engineers and other experts, and the written advice of such counsel, architects or engineers and other experts shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder in good faith and in reliance thereon;

(f) the Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture at the request or direction of any of the Holders of the Bonds pursuant to this Indenture, unless such Holders shall have offered to the Trustee reasonable security or indemnity against the costs, expenses and liabilities which might be incurred by it in compliance with such request or direction;

(g) the Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order or other paper or document, but the Trustee, in its discretion, may make such further inquiry or investigation into such fact or matters as it may see fit, and, if the Trustee shall determine to make such further inquiry or investigation, it shall be entitled to examine the books, records and premises of the Issuer, the GNMA Issuer and the Borrower, including the Project, personally or by agent or attorney;

(h) the Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder whether directly or by or through agents or attorneys, but the Trustee shall be responsible for any misconduct or negligence on the part of any agent or attorney so appointed;

(i) the Trustee shall not be required to take notice or be deemed to have notice of any default hereunder (except for any default due to the Trustee's failure to make any of the payments required to be made by Article IV hereof) unless the Trustee shall be specifically notified in writing of such default by the Issuer or the Holders of at least 25% in principal amount of Bonds affected thereby; and

(j) all notices or other instruments required by this Indenture to be delivered to the Trustee must, in order to be effective, be delivered at the principal corporate trust office of the Trustee at the Notice Address referred to in Section 1.01 hereof.

Section 7.05 Not Responsible for Recitals or Issuance of Bonds. The recitals contained herein and in the Bonds, except the certificates of authentication, shall be taken as the statements of the Issuer, and the Trustee assumes no responsibility for their correctness. The Trustee makes no representations as to the validity or sufficiency of this Indenture or of the Bonds.

Section 7.06 Trustee May Hold Bonds. The Trustee in its individual or any other capacity may become the owner or pledgee of Bonds and may otherwise deal with the Issuer with the same rights it would have if it were not Trustee.

Section 7.07 Compensation. The Trustee may on each Interest Payment Date reimburse itself as provided in Section 4.04 hereof for all reasonable expenses, disbursements and advances incurred or made by the Trustee in performing its obligations in accordance with any provision of this Indenture (including the compensation and the expenses and disbursements of any Paying Agent, separate Trustee or co-trustee, its agents and counsel) *provided, however,* that the Trustee's monthly compensation under this Section 7.07 shall be limited to _____% of the aggregate principal amount of the Bonds per year (payable monthly as provided in Section 4.04 hereof), including its services as dissemination agent under the Continuing Disclosure Agreement, which amount shall reduce ratably if and to the extent of the redemption or maturity of Outstanding Bonds.

Any amounts payable to the Trustee in excess of the amounts specified in the preceding paragraph shall be paid by the Borrower in accordance with Section 4.7 of the Financing Agreement and not from funds held under this Indenture.

Section 7.08 Successor Trustee. Any corporation or association into which the Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party shall, ipso facto, be and become successor Trustee hereunder and vested with all title to the whole property or Trust Estate and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instruments or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

Section 7.09 Resignation by the Trustee. The Trustee and any successor Trustee may at any time resign from the trusts hereby created by giving 60 days' written notice by registered or certified mail to the Issuer and to each Holder of the Bonds then Outstanding; *provided* that no such resignation shall take effect until a successor Trustee shall have been appointed and shall have accepted such appointment as provided in Section 7.11. If no successor Trustee shall have been appointed and have accepted appointment within 60 days following the giving of all required notices of resignation, the resigning Trustee may petition any court of competent jurisdiction for the appointment of a successor Trustee.

Section 7.10 Removal of the Trustee. The Trustee may be removed at any time, by an instrument or concurrent instruments in writing delivered to the Trustee and the

Issuer, and signed (a) by the Holders of a majority of the Bonds Outstanding at the time, or (b) with the written concurrence of the Issuer and the GNMA Issuer, *provided*, that such removal shall not be effective until all reasonable fees and expenses of the Trustee have been paid in full, and *provided, further*, that the Trustee shall continue to serve as Trustee hereunder until a new Trustee has been appointed.

Section 7.11 Appointment of Successor Trustee by the Holders; Temporary Trustee. In case the Trustee hereunder shall resign or be removed, or be dissolved, or shall be in the course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor may be appointed by the Holders of a majority of the principal amount of the Outstanding Bonds, with the consent of the Borrower and notice to the GNMA Issuer, which consent shall not be unreasonably withheld, by an instrument or concurrent instruments in writing signed by such Holders, or by their duly authorized attorneys; *provided*, nevertheless, that in case of vacancy the Issuer, with the consent of the Borrower, which consent shall not be unreasonably withheld, may appoint a temporary Trustee to fill such vacancy until a successor Trustee shall be appointed by such Holders in the manner above provided; and any such temporary Trustee so appointed by the Issuer shall immediately and without further act be superseded by the trustee so appointed by such Bondholders.

Section 7.12 Concerning Any Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the Issuer an instrument in writing accepting such appointment hereunder and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessor; but such predecessor shall, nevertheless, on the written request of the Issuer, or of its successor, and upon payment of all amounts due such predecessor, execute and deliver an instrument transferring to such successor Trustee all the estates, properties, rights, powers, trusts, duties and obligations of such predecessor hereunder; and every predecessor Trustee shall deliver all securities and money held by it as Trustee hereunder to its successor. Should any instrument in writing from the Issuer be required by a successor Trustee for more fully and certainly vesting in such successor the estate, rights, powers and duties hereby vested or intended to be vested in the predecessor, any and all such instruments in writing shall, on request be executed, acknowledged and delivered by the Issuer. The resignation of any Trustee and the instrument or instruments removing any Trustee and appointing a successor hereunder, together with all other instruments provided for in this Article, shall be filed and/or recorded by the successor Trustee in any recording office where the Indenture shall have been filed and/or recorded. Any such successor Trustee shall be bound by all of the provisions hereof, including but not limited to Section 7.07 hereof. Every such Trustee appointed pursuant to the provisions of this Section shall be a trust company or bank organized under the laws of the United States of America or any state thereof and which is in good standing, within or outside the State, having a reported capital and surplus of not less than \$10,000,000 if there be such an institution willing, qualified and able to accept the trust upon reasonable or customary terms.

Section 7.13 Trustee as Paying Agent and Bond Registrar; Additional Paying Agents. The Trustee is hereby designated and agrees to act as Paying Agent and Registrar for and in respect to the Bonds.

The Issuer from time to time may appoint one or more additional Paying Agents and, in the event of the resignation or removal of any Paying Agent, successor Paying Agents. Any such additional Paying Agent or successor Paying Agent shall signify its acceptance of the duties and obligations imposed upon it by this Indenture by executing and delivering to the Issuer and the Trustee a written acceptance thereof.

Section 7.14 Successor Trustee as Trustee, Paying Agent and Bond Registrar. In the event of a change in the office of Trustee, the predecessor Trustee which shall have resigned or shall have been removed shall cease to be Trustee and Paying Agent on the Bonds and Bond Registrar, and the successor Trustee shall become such Trustee, Paying Agent and Bond Registrar.

Section 7.15 Co-Trustee or Separate Trustee. At any time, but subject to compliance with all applicable regulations, for the purpose of meeting any legal requirements of any jurisdiction in which any part of the Trust Estate may at the time be located or for the purpose of enforcing any provisions of this Indenture or the Financing Agreement, the Issuer and the Trustee shall have power to appoint an additional Person as a co-trustee or separate trustee (*provided, however*, that the total fee payable to the Trustee and the co-trustee or the Trustee and the separate trustee, may not exceed the fee payable to the Trustee prior to that appointment), and upon the request of the Trustee or of the Holders of at least 25% in aggregate principal amount of Outstanding Bonds the Issuer shall for such purpose join with the Trustee in the execution, delivery and performance of all instruments and agreements necessary or proper to appoint such Person to act as co-trustee of all or any part of the Trust Estate, and to vest in such Person or institution, in such capacity, such title to the Trust Estate, or any part thereof, and such rights, powers, duties, trusts or obligations as the Issuer and the Trustee may consider necessary or desirable, subject to the remaining provisions of this Section.

If the Issuer shall not have made such appointment within 30 days after the receipt by it of a request to do so, or in case an event of default shall have occurred and be continuing, the Trustee alone shall have the power to make such appointment.

The Trustee, the Issuer and the Borrower shall execute, acknowledge and deliver all such instruments as may be reasonably required by any such co-trustee or separate trustee for more fully confirming such title, rights, powers, trusts, duties and obligations to such co-trustee or separate trustee.

Every co-trustee or separate trustee shall, to the extent permitted by law, but to such extent only, be appointed subject to the following terms, namely:

- (a) the Bonds shall be authenticated and delivered, and all rights, powers, trusts, duties and obligations by this Indenture conferred upon the Trustee in respect of

the custody, control or management of money, papers, securities and other personal property shall be exercised solely by the Trustee;

(b) all rights, powers, duties and obligations conferred or imposed upon the Trustee shall be conferred or imposed upon or exercised or performed by the Trustee, or by the Trustee and such co-trustee or separate trustee jointly, as shall be provided in the instrument appointing such co-trustee or separate trustee, except to the extent that under the law of any jurisdiction in which any particular act or acts are to be performed the Trustee shall be incompetent or unqualified to perform such act or acts, in which event such act or acts shall be performed by such co-trustee or separate trustee;

(c) any request in writing by the Trustee to any co-trustee or separate trustee to take or to refrain from taking any action hereunder shall be sufficient warrant for the taking or the refraining from taking of such action by such co-trustee or separate trustee;

(d) any co-trustee or separate trustee to the extent permitted by law may delegate to the Trustee the exercise of any right, power, trust, duty or obligation, discretionary or otherwise;

(e) the Trustee at any time by an instrument in writing with the concurrence of the Issuer may accept the resignation of or remove any co-trustee or separate trustee appointed under this Section and in case an Event of Default shall have occurred and be continuing, the Trustee shall have power to accept the resignation of or remove any such co-trustee or separate trustee without the concurrence of the Issuer, and, upon the request of the Trustee, the Issuer shall join with the Trustee in the execution, delivery, and performance of all instruments and agreement necessary or proper to effectuate such resignation or removal. A successor to any co-trustee or separate trustee so resigned or removed may be appointed in the manner provided in this Section;

(f) no trustee hereunder shall be personally liable by reason of any act or omission of any other trustee hereunder;

(g) any demand, request, direction, appointment, removal, notice, consent, waiver or other action in writing executed by the Holders and delivered to the Trustee shall be deemed to have been delivered to each such co-trustee or separate trustee; and

(h) any money, paper, securities or other items of personal property received by any such co-trustee or separate trustee hereunder shall forthwith, so far as may be permitted by law, be turned over to the Trustee.

Upon the acceptance in writing of such appointment, any such co-trustee or separate trustee shall be vested with such title to the Trust Estate or any part thereof, and with such rights, powers, duties, trusts or obligations as shall be specified in the instrument of appointment jointly with the Trustee (except insofar as local law makes it necessary for any such co-trustee or separate trustee to act alone) subject to all the terms of this Indenture. Every such acceptance shall be filed with the Trustee and the Issuer.

In case any co-trustee or separate trustee shall die, become incapable of acting, resign or be removed, the title to the Trust Estate and all rights, powers, trusts, duties and obligations of said co-trustee or separate trustee shall, so far as permitted by law, vest in and be exercised by the Trustee unless and until a successor co-trustee or separate trustee shall be appointed in the manner herein provided.

Section 7.16 Representation by Trustee. The Trustee hereby represents and warrants that as of the date of execution of this Indenture:

(a) It is duly organized and validly existing in good standing under the laws of the jurisdiction of its organization and has the power and authority to enter into and perform its obligations under this Indenture;

(b) this Indenture has been duly authorized, executed and delivered by it; and

(c) to the best of the Trustee's knowledge, the execution of this Indenture by the Trustee does not violate laws, statutes, ordinances, regulations or agreements which are binding on the Trustee.

Section 7.17 Interpretation of Intent. The Trustee, in exercising its authority under this Indenture, may interpret the intent of the parties hereunder. In exercising such authority, the Trustee shall be held to a reasonable fiduciary standard subject to Section 7.01 hereof.

ARTICLE VIII

SUPPLEMENTAL INDENTURE

Section 8.01 Supplemental Indentures Not Requiring Consent of Bondholders. The Issuer and the Trustee, without the consent of or notice to any of the Bondholders, may enter into an indenture or indentures supplemental to this Indenture as shall not be inconsistent with the terms and provisions hereof or materially adverse to the interest of the Holders of the Bonds for any one or more of the following reasons:

(a) to cure any ambiguity or formal defect or omission in this Indenture:

(b) to subject to the lien and pledge of this Indenture additional revenues, properties or collateral;

(c) to grant to or confer upon the Trustee for the benefit of the Bondholders any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Bondholders or the Trustee or any of them;

(d) to modify, amend or supplement this Indenture or any indenture supplemental hereto in such manner as to permit the qualification hereof and thereof under the

Trust Indenture Act of 1939 or any similar federal statute hereafter in effect or under any state securities laws;

(e) to permit the Trustee to comply with any obligations imposed upon it by law;

(f) to achieve compliance of this Indenture with any applicable federal securities or tax laws or state securities laws;

(g) to maintain the exclusion from gross income for federal income taxation of interest on the Bonds;

(h) to obtain, improve or maintain the rating on the Bonds from any nationally recognized securities rating agency so long as such change does not affect the interest rates, maturities or redemption provisions of the Bonds and does not, in the opinion of Bond Counsel, adversely affect the exclusion from gross income for federal income taxation of interest on the Bonds; or

(i) in connection with any other change in this Indenture which, in the judgment of the Trustee, is not to the prejudice of the Trustee or the Bondholders.

The Trustee may rely upon an opinion of counsel as conclusive evidence that execution and delivery of a supplemental indenture have been effected in compliance with the provisions of this Article.

Section 8.02 Supplemental Indentures Requiring Consent of Bondholders.

With the consent of the Holders of not less than a majority in aggregate principal amount of the Outstanding Bonds, the Trustee, from time to time, may enter into supplemental indentures for the purpose of modifying, altering, amending, adding to or rescinding any of the terms or provisions contained in this Indenture or in any supplemental indenture; *provided, however*, that nothing in this Article contained shall permit, or be construed as permitting without the consent of the Holders of 100% of the Bonds outstanding: (a) an extension of the stated maturity or a reduction in the principal amount or reduction in the rate, or extension of time of payment of interest on, or reduction of any premium payable on the redemption of, any Bonds; (b) the creation of any lien on the Trust Estate prior to or on a parity with the lien of this Indenture; (c) a reduction in the amount of the Bonds, the Holders of which are required to approve any such supplemental indenture, without the consent of the Holders of all Bonds at the time Outstanding which would be affected by the action to be taken; (d) the modification of the rights, duties or immunities of the Trustee without the consent of the Trustee; (e) a privilege or priority of any Bond over any other Bonds; (f) any reduction in the Borrower's obligations under the Mortgage Note, or change in the GNMA Issuer's obligations under (or GNMA's guaranty of) the GNMA Securities; (g) any amendment to Section 5.07 or Article VIII hereof, or (h) any action which may result in the denial of the exclusion of interest on the Bonds from gross income for federal income taxation.

If at any time the Issuer shall request the Trustee to enter into any such supplemental indenture for any of the purposes of this Section, the Trustee shall, upon being

satisfactorily indemnified with respect to expenses, cause notice of the proposed execution of such supplemental indenture to be mailed, postage prepaid, to all Bondholders. Such notice shall briefly set forth the nature of the proposed supplemental indenture and shall state that copies thereof are on file at the corporate trust office of the Trustee for inspection by all Bondholders. If, within 60 days or such longer period as shall be prescribed by the Issuer following the mailing of such notice, the Holders of not less than two-thirds in aggregate principal amount of Outstanding Bonds at the time of the execution of any such supplemental indenture shall have consented to and approved the execution thereof as herein provided, no Holder of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the Issuer from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such supplemental indenture as in this Section permitted and provided, this Indenture shall be and be deemed to be modified and amended in accordance therewith. The Trustee may rely upon an opinion of counsel as conclusive evidence that execution and delivery of a supplemental indenture have been effected in compliance with the provisions of this Article.

Anything herein to the contrary notwithstanding, a supplemental indenture under this Article which affects any rights of the Borrower shall not become effective unless and until the Borrower shall have consented to the execution and delivery of such supplemental indenture. In this regard, the Trustee shall cause notice of the proposed execution and delivery of any such supplemental indenture to be mailed by certified or registered mail to the Borrower at least 15 days prior to the proposed date of execution and delivery of any supplemental indenture. The Borrower shall be deemed to have consented to the execution and delivery of any such supplemental indenture if the Trustee does not receive a letter of protest or objection thereto signed by or on behalf of the Borrower on or before the close of business of the Trustee on the fifteenth day after the mailing of said notice and a copy of the proposed supplemental indenture.

Section 8.03 Amendments to Financing Agreement Not Requiring Consent of the Bondholders. The Issuer and the Borrower, without the consent of the Bondholders, may enter into any amendment, change or modification to the Financing Agreement as shall not be inconsistent with the terms of the Financing Agreement or materially adverse to the interests of the Holder of the Bonds for any one or more of the following purposes:

- (a) to cure any ambiguity or formal defect or omission in the Financing Agreement;
- (b) to grant to or confer upon the Issuer or the Trustee for the benefit of the Bondholders any additional rights, remedies, powers or authority that may be lawfully granted to or conferred upon the Issuer or the Trustee or either of them;
- (c) to maintain the exclusion from gross income for federal income taxation of interest of the Bonds;
- (d) to obtain, improve or maintain the rating on the Bonds so long as such change does not affect the interest rates, maturities or redemption provisions of the Bonds and

does not, in the opinion of Bond Counsel, adversely affect the exclusion from gross income for federal income taxation of interest on the Bonds; or

(e) in connection with any other change which, in the judgment of the Trustee, is not to the prejudice of the Trustee or the Bondholders.

(f) The Trustee may rely upon an opinion of counsel as conclusive evidence that such amendment, change or modification has been effected in compliance with the provisions of this Article.

Section 8.04 Amendments to Financing Agreement Requiring Consent of Bondholders. With the consent of the Holders of not less than a majority in aggregate principal amount of the Bonds at the time Outstanding, the Issuer, the Trustee and the Borrower may from time to time enter into amendments, changes and modifications to the Financing Agreement for the purpose of modifying, altering, amending, adding to or rescinding any of the terms or provisions contained therein; *provided, however*, that no such amendment, change or modification shall permit or be construed as permitting: (a) any adverse effect on the security for the Bonds, (b) a reduction in the amount of Bonds, the Holders of which are required to approve any such amendment, change or modification without the consent of Holders of all Bonds at the time Outstanding which would be affected by the action to be taken; or (c) any action which may result in the denial of the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

If at any time, the Borrower or the Issuer shall request the consent of the Trustee to any such amendment, change or modification of the Financing Agreement, the Trustee shall, upon being satisfactorily indemnified by the Borrower with respect to expenses, cause notice of such proposed amendment, change or modification to be given in the same manner as provided above with respect to supplemental indentures. Such notice shall briefly set forth the nature of such proposed amendment, change or modification and shall state that copies of the instrument embodying the same are on file at the corporate trust office of the Trustee for inspection by all Bondholders. If, within 60 days following the giving of such notice the Holders of not less than two-thirds in aggregate principal amount of Outstanding Bonds at the time of the execution of any such amendment, change or modification shall have consented to and approved the execution thereof as described above, no Holder of any Bond shall have any right to object to the terms and provisions contained therein, or to the operation thereof, or in any manner to question the propriety of the execution thereof or to enjoin or to restrain the Issuer or the Trustee from consenting to the execution thereof. The Trustee may rely upon an opinion of counsel as conclusive evidence that such amendment, change or modification has been effected in compliance with the provisions of this Article.

Section 8.05 Modification of Mortgage Loan Documents. Nothing contained herein or in the Financing Agreement shall limit or impair the right of the GNMA Issuer to require or agree to any amendment, change or modification of the Mortgage Loan Documents for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective or inconsistent provision contained therein, or in regard to matters or questions arising under said

Mortgage Loan Documents so long as any such amendment, change or modification shall not adversely affect the payment terms of, the security for or the tax-exempt status of the Bonds.

ARTICLE IX

SATISFACTION AND DISCHARGE OF INDENTURE

Section 9.01 Discharge of Lien. If the Issuer shall pay or cause to be paid to the Holders of the Bonds the principal, interest and premium, if any, to become due thereon at the times and in the manner stipulated therein and herein (including without limitation, as provided in Section 3.01(d) hereof), and shall have paid all fees and expenses of the Trustee, and if the Issuer shall keep, perform and observe all and singular the covenants and promises in the Bonds and in this Indenture expressed as to be kept, performed and observed by it or on its part, then these presents and the estate and rights hereby granted shall, at the option of the Issuer, cease, determine and be void, and thereupon the Trustee shall cancel and discharge the lien of this Indenture and execute and deliver to the Issuer such instruments in writing as shall be requisite to satisfy the lien hereof, shall reconvey to the Issuer the estate hereby conveyed, and shall assign and deliver to the Issuer (to the extent that the Issuer certifies to the Trustee that the Issuer is owed money by the Borrower) or to Borrower (if no such certification of the Issuer is delivered to the Trustee) any interest in property at the time subject to the lien of this Indenture which may then be in its possession, except amounts held by the Trustee for the payment of principal of and interest and premium, if any, on the Bonds.

All Outstanding Bonds shall, prior to the maturity or redemption date thereof, be deemed to have been paid within the meaning and with the effect expressed in the first paragraph of this Section if, under circumstances which, in the opinion of Bond Counsel, do not cause interest on the Bonds to be includable in gross income for federal income purposes, the following conditions shall have been fulfilled: (a) in case any of the Bonds are to be redeemed on any date prior to their maturity, the Issuer shall have given to the Trustee, in form satisfactory to it, irrevocable instructions to mail, as provided in Article III hereof, notice of redemption of such bonds on said date; and (b) there shall be on deposit with the Trustee either money or direct non-callable obligations of, or non-callable obligations guaranteed by, the United States of America in an amount sufficient, as certified to the Trustee by independent public accountants of national standing, to pay when due the principal or redemption price, if applicable, and interest due and to become due on the Bonds on and prior to the Redemption Date or maturity date thereof, as the case may be. Upon satisfaction and discharge of this Indenture as aforesaid, the Trustee shall provide notice of such discharge by first class mail to Holders of all Bonds Outstanding, *provided* that for any Bonds subject to optional redemption within 90 days of the discharge of this Indenture no such notice need be given.

Section 9.02 Survival of Certain Provisions. Notwithstanding the foregoing, any provisions of this Indenture which relate to the maturity of Bonds, interest payments and dates thereof, optional and mandatory redemption provisions, credit against mandatory sinking fund requirements, exchange, transfer and registration of Bonds, replacement of mutilated, destroyed, lost or stolen Bonds, the safekeeping and cancellation of Bonds, non-presentment of Bonds, the holding of moneys in trust, and repayments of moneys in funds held hereunder, and

the duties of the Trustee and the Registrar in connection with all of the foregoing, shall remain in effect and be binding upon the Trustee, the Registrar, the Paying Agent and the Holders notwithstanding the release and discharge of this Indenture. The provisions of this Article shall survive the release, discharge and satisfaction of this Indenture.

ARTICLE X

MISCELLANEOUS

Section 10.01 Consents and Other Instruments of Bondholders. Any consent, request, direction, approval, waiver, objection, appointment or other instrument required by this Indenture to be signed and executed by the Bondholders may be signed and executed in any number of concurrent writings of similar tenor and may be signed or executed by such Bondholders in person or by agent appointed in writing. Proof of the execution of any such instrument, if made in the following manner, shall be sufficient for any of the purposes of this Indenture and shall be conclusive in favor of the Trustee with regard to any action taken under such instrument, namely:

(a) The fact and date of the execution by any Person of any such instrument may be proved by the affidavit of a witness of such execution or by the certificate of any notary public or other officer of any jurisdiction, authorized by the laws thereof to take acknowledgments of deeds, certifying that the Person signing such instrument acknowledged to him the execution thereof. Where such execution is by an officer of a corporation or association or a member of a limited liability company or a partner of a partnership on behalf of such corporation, association, limited liability company or partnership, such affidavit or certificate shall also constitute sufficient proof of his authority.

(b) The ownership of Bonds shall be proven by the Bond Register.

(c) Any request, consent or vote of the Holder of any Bond shall bind every future Holder of any Bond issued in exchange therefor or in lieu thereof, in respect of anything done or permitted to be done by the Trustee or the Issuer pursuant to such request, consent or vote.

(d) In determining whether the Holders of the requisite amount of the principal amount of the Bonds then Outstanding have concurred in any demand, request, direction, consent or waiver under this Indenture, Bonds which are owned by the Issuer or the Borrower or by any Person directly or indirectly controlling or controlled by, or under direct or indirect common control with the Issuer or the Borrower shall be disregarded and deemed not to be Outstanding for the purpose of determining whether the Trustee shall be protected in relying on any such demand, request, direction, consent or waiver. Only Bonds which the Trustee knows to be so owned shall be disregarded. Bonds so owned which have been pledged in good faith may be regarded as Outstanding for the purposes of this Section if the pledgee shall establish to the satisfaction of the Trustee the pledgee's right to vote such Bonds. In case of a dispute as to such right, any decision by the Trustee taken upon the advice of counsel shall be full protection to the Trustee.

Section 10.02 Limitation of Rights. With the exception of rights herein expressly conferred, nothing expressed or implied in this Indenture or the Bonds is intended or shall be construed to give to any Person other than the parties hereto, the Borrower and the Holders of the Bonds, any legal or equitable right, remedy or claim under or in respect to this Indenture or any covenants, conditions and provisions hereof.

Section 10.03 Severability. If any provision of this Indenture shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, rule of law or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever.

The invalidity of any one or more phrases, sentences, clauses or sections in this Indenture contained shall not affect the remaining portions of this Indenture or any part thereof.

Section 10.04 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given three days after deposit by first-class mail, except any notice specifically required to be given by certified or registered mail shall be deemed given three days after being mailed by certified or registered mail, postage prepaid, and any notice dispatched by messenger, facsimile or telegram, addressed to the Notice Address of the person to whom such notices, certificates or other communications are given shall be deemed given when delivered.

Section 10.05 Payments Due on Saturdays, Sundays and Holidays. In any case where the date of maturity of interest on or principal of the Bonds or the GNMA Securities, or the date fixed for redemption of any Bonds, shall be a Saturday, Sunday, legal holiday or a day on which banking institutions are authorized by law to close, then payment of interest or principal need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption, and no interest shall accrue for the period after such date.

Section 10.06 Counterparts. This Indenture may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 10.07 Situs of Contract. The State shall be deemed to be the situs of contract for all purposes of this Indenture.

Section 10.08 No Recourse. No recourse shall be had for the principal of, redemption premium, if any, and interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement contained in the Indenture or the Financing Agreement against any past, present or future official, officer or employee of the Issuer, as such, either directly or through the Issuer or any successor, under any rule of law, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability is hereby expressly waived and released as a condition of and consideration for the execution of the Indenture and the Financing Agreement and the issuance of the Bonds.

Section 10.09 Successors and Assigns. All the covenants and representations contained in this Indenture, by or on behalf of the Issuer, shall bind and inure to the benefit of its successors and assigns, whether or expressed or not.

Section 10.10 Books, Records and Accounts. The Trustee agrees to keep proper books, records and accounts in which complete and correct entries shall be made of all transactions relating to the receipt, disbursements, investment, allocation and application of the proceeds received from the sale of the Bonds, the revenues received in connection with the

GNMA Security, the revenues received from the Funds created pursuant to this Indenture and all other money held by the Trustee hereunder. The Trustee shall make such books, records and accounts available for inspection by the Issuer or the Holder of any Bond during reasonable hours and under reasonable conditions.

Section 10.11 HUD and GNMA Requirements to Control. Notwithstanding anything in this Indenture to the contrary, the provisions of this Indenture and the Financing Agreement are subject and subordinate to the National Housing Act, all applicable HUD insurance regulations and related administrative requirements and the Mortgage Loan Documents and all applicable GNMA regulations and related administrative requirements; and in the event of any conflict between the provisions of this Indenture or the Financing Agreement and the provisions of the National Housing Act, any applicable HUD regulations, related administrative requirements and the Mortgage Loan Documents, any applicable GNMA regulations and related administrative requirements, the said National Housing Act, HUD regulations, related administrative requirements and Mortgage Loan Documents, and the said GNMA regulations and related administrative requirements shall be controlling in all respects.

Section 10.12 HUD Regulations. Notwithstanding anything in this Indenture to the contrary, the Issuer, its designee or any person shall not and cannot acquire or succeed to Peoples Co-Op For Affordable Elderly Housing's interest as general partner of the Borrower or exercise Peoples Co-Op For Affordable Elderly Housing's rights or powers as such general partner unless and until the Issuer, its designee or any person first complies with all HUD requirements pertaining to transfers of physical assets and received HUD's written preliminary approval. Prior to satisfying the requirements pertaining to transfers of physical assets neither the Issuer, its designee nor any person will assert any claim or interest in the HUD Project (HUD Project No. 071-32146) by reasons of the provisions of this Indenture.

IN WITNESS WHEREOF, the parties hereto have caused this Indenture to be duly executed and their respective corporate seals to be hereunto affixed and attested, all as of the date and year first above written.

(SEAL)

Attest:

[Deputy City Clerk] [City Clerk]

(SEAL)

Attest:

Authorized Signatory

CITY OF CHICAGO

By: _____
Chief Financial Officer

[TRUSTEE],
as Trustee

By: _____
Authorized Signatory

(Sub)Exhibits "A" and "B" referred to in this Trust Indenture read as follows:

(Sub)Exhibit "A".
(To Trust Indenture)

Form Of Bond.

UNITED STATES OF AMERICA
STATE OF ILLINOIS
CITY OF CHICAGO

Multi-Family Housing Revenue Bond
(Paul G. Stewart Phases I and II)
Series 2006 (FHA Insured/GNMA)

Principal Amount:

No. R-1

\$x,xxx,xxx

Maturity Date Dated Date Interest Rate CUSIP No.

Registered Owner: CEDE & CO.

Principal Amount: [_____] Dollars

The City of Chicago, a municipality and home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois (the "Issuer"), for value received, hereby promises to pay (but only from the revenues and other assets and in the manner hereinafter described) to the Registered Borrower specified above or registered assigns (the "Holder") (subject to any right of prior redemption provided for in the Indenture referred to below), on the Maturity Date set forth above, the principal amount set forth above and to pay interest on said principal amount until said principal amount shall have been fully paid, at the rate per annum specified above, payable on each _____ 20 and _____ 20, commencing _____ 20, 2006 (the "Interest Payment Dates"). This Bond will bear interest from the most recent Interest Payment Date to which interest has been paid or, if no interest has been paid, from [Month] 1, 2006. Principal of, premium, if any, and interest on this Bond are payable, without deduction for exchange, collection or service charges, in lawful money of the United States of America. Principal is payable at the principal corporate trust office of [Trustee], in the City of Chicago, Illinois, or its successors in trust (the "Trustee") upon presentation and surrender of this Bond. The interest so payable on any Interest Payment Date shall be calculated on a 30-day month, 360-day year basis, and shall, subject to certain exceptions provided in the Indenture referred to below, be paid to the Holder in whose name this

“**Issuer**”), for value received, hereby promises to pay (but only from the revenues and other assets and in the manner hereinafter described) to the Registered Borrower specified above or registered assigns (the “**Holder**”) (subject to any right of prior redemption provided for in the Indenture referred to below), on the Maturity Date set forth above, the principal amount set forth above and to pay interest on said principal amount until said principal amount shall have been fully paid, at the rate per annum specified above, payable on each _____ 20 and _____ 20, commencing _____ 20, 2006 (the “**Interest Payment Dates**”). This Bond will bear interest from the most recent Interest Payment Date to which interest has been paid or, if no interest has been paid, from [Month] 1, 2006. Principal of, premium, if any, and interest on this Bond are payable, without deduction for exchange, collection or service charges, in lawful money of the United States of America. Principal is payable at the principal corporate trust office of [Trustee], in the City of Chicago, Illinois, or its successors in trust (the “**Trustee**”) upon presentation and surrender of this Bond. The interest so payable on any Interest Payment Date shall be calculated on a 30-day month, 360-day year basis, and shall, subject to certain exceptions provided in the Indenture referred to below, be paid to the Holder in whose name this Bond is registered at the close of business on the first day of the calendar month of such Interest Payment Date (the “**Regular Record Date**”). Payment of interest shall be made by check or draft mailed on that Interest Payment Date to the Holder hereof at the close of business on the Regular Record Date at the address shown on the registration records for the Bonds kept by the Trustee; *provided, however*, that payment of interest on any Interest Payment Date shall be made by wire transfer to the Holder as of the close of business on the Regular Record Date upon written notice of such wire transfer address in the continental United States by such Holder to the Trustee given prior to such Regular Record Date (which notice may provide that it will remain in effect until revoked), *provided* that such wire transfer shall only be made with respect to an owner of \$1,000,000 or more in aggregate principal amount of the Bonds as of the close of business on the Regular Record Date relating to such Interest Payment Date. If any interest is not timely paid or duly provided for, the Trustee is required to establish a Special Record Date for the payment of that overdue interest to the Holders as of that Special Record Date. Notice of the Special Record Date shall be mailed to Holders not less than 10 days prior thereto. So long as this Bond is restricted to being registered in the registration books of the Issuer in the name of a Securities Depository (as defined in the Indenture), the provisions of the Indenture governing Book-Entry Bonds shall govern the payment of principal of, premium, if any, and interest on this Bond.

This Bond is one of a duly authorized series of bonds of the Issuer designated as its Multi-Family Housing Revenue Bonds (Paul G. Stewart Phases I and II) Series 2006 (FHA Insured/GNMA), in the aggregate principal amount of \$x,xxx,xxx (the “**Bonds**”), pursuant to Article VII, Section 6 of the 1970 Constitution of the State of Illinois, and pursuant to the Ordinance adopted by the Issuer on _____, 2006. The Bonds are issued under and are equally and ratably secured as to principal, premium, if any, and interest by a Trust Indenture dated as of [Month] 1, 2006, from the Issuer to the Trustee (the “**Indenture**”), to which Indenture and all indentures supplemental thereto (copies of which are on file at the office of the Trustee) reference is hereby made. By the acceptance of this Bond, the Holder hereof assents to all of the provisions of the Indenture.

The Bonds are limited obligations of the Issuer payable solely from funds, moneys and securities held by the Trustee under the Indenture and amounts derived under the Financing Agreement (as defined in the Indenture), including amounts derived from the GNMA Security described herein.

The Bonds, together with premium, if any, and interest thereon, do not constitute an indebtedness, liability, general or moral obligation or a pledge of the full faith or loan of credit of the Issuer, the State of Illinois, or any political subdivision of the State of Illinois within the meaning of any constitutional or statutory provisions. Neither the Issuer, the State of Illinois nor any political subdivision thereof shall be obligated to pay the principal of, premium, if any, or interest on the Bonds or other costs incident thereto except from the revenues and assets pledged with respect thereto. Neither the full faith and credit nor the taxing power of the United States of America, the Issuer, the State of Illinois or any political subdivision thereof is pledged to the payment of the principal of, premium, if any, or interest on the Bonds or other costs incident thereto. The Bonds are not a debt of the United States of America or any agency thereof, and are not guaranteed by the United States of America or any agency thereof.

This Bond shall not be entitled to any benefit under the Indenture or become valid or obligatory for any purpose until the certificate of authentication shall have been signed by the Trustee.

The Bonds are being issued by the Issuer for the purpose of financing a FHA-insured mortgage loan (the "Mortgage Loan") to be made to Charles A. Beckett Associates Limited Partnership, an Illinois limited partnership (the "Borrower"), for the purpose of financing a portion of the cost of acquiring, rehabilitating and equipping a multi-family residential project situated in the City of Chicago and known as "Paul G. Stewart Phases I and II."

To secure payment of principal of and interest on the Bonds, the Borrower has arranged for the acquisition by the Trustee of fully modified mortgage-backed securities (the "GNMA Security") to be issued by Prairie Mortgage Company (the "GNMA Issuer"), which will be guaranteed as to timely payment of principal and interest by the Government National Mortgage Association ("GNMA").

The Bonds are subject to mandatory redemption prior to maturity on the earliest practicable date for which notice of redemption can be given by the Trustee pursuant to the Indenture, unless otherwise provided, at a redemption price equal to the principal amount thereof plus accrued interest to the Redemption Date without premium (i) as a whole if the PLC is not delivered to the Trustee by the PLC Delivery Date (or such later date as shall be permitted under the Indenture) in the amounts and on the dates determined as follows: on (x) _____ (or such later date as shall be permitted under the Indenture), from amounts on deposit in or held for the benefit of the Project Fund, the Reserve Fund and the Bond Fund (excluding the principal of the CLCs) and (y) on _____, from the principal of the CLCs, (ii) in part after delivery of the PLC to the Trustee to the extent the principal amount of the PLC, as delivered, is less than \$ _____ from amounts on deposit in the Project Fund; (iii) as a whole or in part, if the Trustee receives payments on the GNMA Securities exceeding regularly scheduled payments of principal

and interest thereon (other than optional prepayments of the Mortgage Loan), including payments representing (A) casualty insurance proceeds, condemnation awards or other amounts applied to the prepayment of the Mortgage Loan following a partial or total destruction or condemnation of the Project, (B) mortgage insurance proceeds or other amounts received with respect to the Mortgage Loan following the acceleration thereof upon the occurrence of an event of default thereunder, (C) a prepayment of the Mortgage Loan required by applicable rules, regulations, policies and procedures of HUD or GNMA (including the possible exercise by HUD of its right to override the prepayment and premium provisions of the Mortgage Note if HUD determines that prepayment of the Mortgage Loan will avoid a mortgage insurance claim and is therefore in the best interest of the Federal government) or (D) prepayments on the GNMA Security derived from prepayments on the Mortgage Loan made by the Borrower without notice or prepayment penalty while under the supervision of a trustee in bankruptcy; or (iv) in part on any date on or after the PLC Delivery Date, in the event and to the extent funds on deposit in the General Account of the Bond Fund on any Interest Payment Date exceed \$ _____. If less than all the Bonds then outstanding shall be called for redemption, Bonds to be redeemed shall be selected as provided in the Indenture.

Bonds are also subject to redemption in whole or in part on the earliest practicable date for which notice of redemption can be given by the Trustee pursuant to the Indenture at the option of the Issuer at the direction of the Borrower, at any time on or after _____, 201__, from payments on the GNMA Security representing optional prepayments on the Mortgage Loan or any other source, at the redemption prices (expressed as percentages of their principal amount) set forth in the table below plus accrued interest to the redemption date:

<u>Redemption Dates</u>	<u>Redemption Prices</u>
_____ 20, 201__ to _____ 19, 201__	101%
_____ 20, 201__ and thereafter	100%

The Bonds are subject to mandatory redemption prior to maturity by lot, at a redemption price of par, plus accrued interest to the Redemption Date, from mandatory Sinking Fund Installments which are required to be made in amounts sufficient to redeem or pay on _____ 20 and _____ 20 of each year specified below the respective principal amount of such Bonds specified for each such date, as hereinafter set forth:

<u>Date</u>	<u>Principal Amount</u>	<u>Date</u>	<u>Principal Amount</u>
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Bonds subject to scheduled mandatory redemption as set forth above shall be subject to pro rata reduction of such scheduled mandatory redemption payments to the extent that such Bonds are redeemed prior to maturity otherwise than pursuant to such scheduled mandatory redemption.

Except as otherwise provided in the Indenture, notice of redemption, unless waived, is to be given by the Trustee by mailing an official redemption notice by first class mail not less than 30 nor more than 60 days prior to the redemption date to the Holder of each Bond to be redeemed at the address of such Holder as shown on the Trustee's registration records. Notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the Issuer shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Failure to duly give such notice by mail or any defect therein shall not affect the validity of the proceedings for the redemption of any Bond or Bonds. Any notice mailed as provided in this paragraph shall be conclusively presumed to have been duly given, whether or not the Holder receives notice.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default thereunder, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture.

Neither the Issuer nor the Borrower shall be liable for an acceleration of the Bonds or payment of additional interest thereon in the event that interest on the Bonds is declared or becomes includable in gross income for federal income tax purposes.

Modifications or alterations of the Indenture or of any indenture supplemental thereto may be made only to the extent and in the circumstances permitted by the Indenture.

This Bond is transferable by the Holder hereof in person or by his attorney duly authorized in writing at the principal corporate trust office of the Trustee, but only in the manner and subject to the limitations provided in the Indenture upon payment of any tax, fee or other governmental charge required to be paid with respect to such transfer, and upon surrender and cancellation of this Bond. Upon such transfer a new registered Bond or Bonds of the same maturity and interest rate and of authorized denomination or denominations for the same aggregate principal amount will be issued to the transferee in exchange therefor.

The Issuer and the Trustee may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and neither the Issuer nor the Trustee shall be affected by any notice to the contrary.

The Bonds are issuable only as registered Bonds without coupons in denominations of \$5,000 principal amount, and any integral multiple thereof. Subject to the limitations of the Indenture and upon payment of any tax, fee or other governmental charge required to be paid with respect to such exchange, Bonds may be exchanged for a like aggregate principal amount of Bonds of the same maturity and interest rate of other authorized denominations.

The principal hereof may be declared or may become due on the conditions and in the manner and at the time set forth in the Indenture upon the occurrence of an event of default as provided in the Indenture.

Certificate of Authentication

This Bond is one of the Bonds issued under the provisions of and described in the within-mentioned Indenture.

[TRUSTEE],
as Trustee

By: _____
Authorized Signatory

Dated:

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as if requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

[Form of Assignment]

For Value Received, the undersigned sells, assigns and transfers unto

[Name and Address of Assignee]

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated:

Signature Guarantee:

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

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

(Sub)Exhibit "B".
(To Trust Indenture)

Form Of Section 213 Certificate.

[Letterhead Of G.N.M.A. Issuer]

[Date]

[Trustee],
as Trustee under that certain
Trust Indenture, dated as of
[Month] 1, 2006, from the
City of Chicago to the Trustee

Re: Multi-Family Housing Revenue Bonds (Paul G. Stewart
Phases I and II) Series 2006 (F.H.A.-Insured/G.N.M.A.)

Ladies and Gentlemen:

Reference is made to that certain Trust Indenture, dated as of [Month] 1, 2006 (the "Indenture"), between the City of Chicago and [Trustee], as Trustee. The undersigned, Prairie Mortgage Company, an Illinois corporation, is the G.N.M.A. Issuer (as defined in the Indenture). Pursuant to Section 2.13 of the Indenture, the undersigned hereby certifies that it has sufficient commitment authority to issue the G.N.M.A. Securities (as defined in the Indenture).

Prairie Mortgage Company

By: _____
Kenneth B. Marshall, President

*Exhibit "C".
(To Ordinance)*

Financing Agreement

By And Among

City Of Chicago

And

*[Trustee],
As Trustee*

And

*Charles A. Beckett Associates Limited Partnership,
An Illinois Limited Partnership, As Borrower*

Dated As Of [Month] 1, 2006.

This Financing Agreement (this "Agreement"), dated as of [Month] 1, 2006, by and among the City of Chicago, a municipality and home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois (the "Issuer"), Charles A. Beckett Associates Limited Partnership, an Illinois limited partnership (the "Borrower"), and [Trustee], a national banking corporation, as trustee (the "Trustee") under that certain Trust Indenture dated as of [Month] 1, 2006, from the Issuer to the Trustee securing the Bonds described below (the "Indenture").

Witnesseth.

For and in consideration of the mutual covenants and representations hereinafter contained, the parties hereto agree as follows:

Article I.

Definitions.

Section 1.1 Definitions.

Terms used in this Agreement and defined in the Indenture shall have the meanings given to such terms in the Indenture. In addition, unless otherwise expressly provided herein, or unless the context clearly requires otherwise, the following terms shall have the respective meanings set forth below:

“Mortgagee” means Prairie Mortgage Company, and its successors and assigns.

“Mortgage Insurance” means the mortgage insurance with respect to the Mortgage Loan issued by F.H.A. under Section 220 of the National Housing Act.

“Mortgage Loan” means the Mortgage Loan with respect to the Project endorsed for Mortgage Insurance by F.H.A. pursuant to Section 220 of the National Housing Act.

“Permitted Encumbrances” means, as of any particular date, those encumbrances approved by F.H.A. in connection with the initial endorsement of the Mortgage Note for Mortgage Insurance.

“Schedule of Subscribers and G.N.M.A. Guaranty Agreement” means H.U.D. form of Schedule of Subscribers and G.N.M.A. Guaranty Agreement (H.U.D.-11705) or any replacement form issued by H.U.D.

Section 1.2 Interpretation.

Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Words importing the singular number shall include the plural number, and vice versa, unless the context shall otherwise indicate. References to articles, sections and other subdivisions of this Agreement are to the articles, sections and other subdivisions of this Agreement as originally executed. The headings of this Agreement are for convenience and shall not define or limit the provisions hereof.

Article II.

Representations And Warranties.

Section 2.1 Representations And Warranties Of Issuer.

The Issuer Represents And Warrants that:

- (a) The Issuer is a municipality and home rule unit of government duly organized and validly existing under the Constitution and the laws of the State. The Issuer is authorized to execute and deliver this Agreement, the Regulatory Agreement and the Indenture, and to carry out its obligations hereunder and thereunder.
- (b) The Issuer has issued the Bonds for the purpose of financing a portion of the Project Costs.
- (c) To the knowledge of the undersigned representatives of the Issuer, neither the execution and delivery of the Bonds, this Agreement, the Regulatory Agreement or the Indenture, the consummation of the transactions contemplated hereby and thereby, nor the fulfillment of or compliance with the terms, conditions or provisions of the Bonds, this Agreement, the Regulatory Agreement or the Indenture conflict with or result in a material breach of any of the terms, conditions or provisions of any agreement, instrument, judgment, order, or decree to which the Issuer is now a party or by which it is bound, or constitute a material default under any of the foregoing.

Section 2.2 Representations And Warranties Of Borrower.

The Borrower Represents And Warrants That:

- (a) The Borrower (i) is a limited partnership duly organized and validly existing under the laws of the State, and is qualified to transact business under the laws of the State, and (ii) has the power and authority to carry on its properties and assets, and to carry out its business as now being conducted by it, and as contemplated by this Agreement, the Tax Agreement, the Regulatory Agreement, the Continuing Disclosure Agreement and the Mortgage Loan Documents.
- (b) The Borrower has been duly authorized to execute and deliver this Agreement, the Regulatory Agreement, the Tax Agreement, the Continuing Disclosure Agreement and the Mortgage Loan Documents.

- (c) The execution and delivery by the Borrower of this Agreement, the Regulatory Agreement, the Tax Agreement, the Continuing Disclosure Agreement and the Mortgage Loan Documents will not violate any provision of any presently existing law, rule or regulation, any order of any court or other agency or government, or any provision of any document or instrument to which the Borrower is a party the effect of which would materially and adversely affect the ability of Borrower to perform its obligations under this Financing Agreement.
- (d) There is no action, suit or proceeding at law or in equity, or by or before any governmental instrumentality or other agency, now pending, or, to the best knowledge of Borrower, threatened against or affecting the Borrower, or any of the properties or rights of the Borrower, which, if adversely determined, would materially impair the right of the Borrower to carry on its business substantially as now being conducted by it, and as contemplated by this Agreement, the Regulatory Agreement, the Tax Agreement, the Continuing Disclosure Agreement and the Mortgage Loan Documents, or would materially and adversely affect the financial condition of the Borrower.
- (e) The operation of the Project in the manner presently contemplated and as described in this Agreement, the Regulatory Agreement, the Tax Agreement and the Mortgage Loan Documents will not conflict with any existing zoning, water, air pollution or other existing ordinance, order, law or regulation applicable thereto.
- (f) The Borrower has filed or caused to be filed all federal, state and local tax returns which are required to be filed, and has paid or caused to be paid all taxes as shown on said returns or on any assessment received by it, to the extent that such taxes have become due.
- (g) The Borrower is not in default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any agreement or instrument to which it is a party, which default would adversely affect the Project or the Borrower's ability to perform its obligations under any agreement related to the financing of the Project.
- (h) The estimated cost of acquiring, rehabilitating and equipping the Project, inclusive of financing costs, is in excess of Thirty Million Dollars (\$30,000,000).
- (i) At least ninety-five percent (95%) of the net proceeds of the Bonds will be used to finance Qualified Project Costs which constitute a "qualified residential rental project" within the meaning of Section 142(d) of the Code and such costs will have been paid with respect to work performed or materials purchased on or after the date which is sixty (60) days prior to the date of the Inducement Ordinance.

- (j) The average maturity of the Bonds does not exceed one hundred twenty percent (120%) of the average reasonably expected economic life of the Project determined in accordance with Section 147(b) of the Code.
- (k) Neither the Borrower nor any "related person" (within the meaning of the Code) will acquire, pursuant to any arrangement, formal or informal, any of the Bonds in an amount related to the amount of the Mortgage Loan to be funded by the Issuer for the Borrower.
- (l) Less than twenty-five percent (25%) of the net proceeds of the Bonds will be used for the acquisition of the land on which the Project is located.
- (m) None of the proceeds of the Bonds will be used to provide any airplane, skybox or other private luxury box, health club facility, any facility primarily used for gambling, or any store the principal business of which is the sale of alcoholic beverages for consumption off premises, and none of the proceeds of the Bonds will be used for the acquisition of land to be used for farming or industrial park purposes.
- (n) Until payment in full of all of the Bonds, unless the Trustee shall otherwise consent in writing, it will not incur, create, assume or suffer to exist any mortgage, pledge, security interest, lien, charge or other encumbrance of any nature on the Project or the Trust Estate other than (i) any liens, taxes or other governmental charges which are not yet due and payable, (ii) any pledge relating to syndication of ownership interests in the Project, (iii) any lien, including, but without limiting the generality of the foregoing, mechanics' liens, or other liens resulting from a good-faith dispute on the part of the Borrower, which dispute the Borrower agrees to resolve diligently, or which liens are insured over by a title insurance company reasonably acceptable to F.H.A., (iv) the Mortgage Loan Documents, the Regulatory Agreement, the H.U.D. Regulatory Agreement, (v) other liens or encumbrances contemplated by the approving ordinance adopted by the Issuer in connection with the issuance of the Bonds or otherwise approved by F.H.A. and (vi) such other pledges as may be approved in writing by the Trustee.
- (o) The Indenture has been submitted to the Borrower for its examination, and the Borrower acknowledges, by execution of this Agreement, that it has reviewed and approved the Indenture.
- (p) Borrower has not taken, or permitted to be taken on its behalf, and agrees that it will not take, or permit to be taken on its behalf, any action which would adversely affect the exclusion from gross income for federal income tax purposes of the interest paid on the Bonds, and that it will make and take, or require to be made and taken, such acts and filings as may from time to time be required under the Code to maintain the exclusion from

gross income for federal income tax purposes of the interest on the Bonds, including maintaining continuous compliance with the requirements of Section 142 of the Code.

- (q) If the Borrower becomes aware of any situation, event or condition which would result in the interest of the Bonds becoming includable in gross income for federal income tax purposes, the Borrower shall promptly give written notice thereof to the Issuer and the Trustee.

Article III.

Bond Proceeds.

Section 3.1 Application Of Bond Proceeds.

In order to enable the Issuer to provide funds to finance the Mortgage Loan made to finance the Project, the Issuer has issued and delivered the Bonds to the purchasers thereof, and has caused to be deposited the net proceeds thereof with the Trustee for application in accordance with the provisions of the Indenture and this Agreement.

Section 3.2 The G.N.M.A. Security; Disbursements From The Project Fund.

(a) Initial C.L.C. The obligation of the Trustee to acquire the Initial C.L.C. on behalf of the Issuer is subject to Section 4.03(b) of the Indenture and receipt on or before the date of acquisition of such Initial C.L.C. by the Trustee of the following documents:

(i) the Initial C.L.C. issued to the Trustee in a principal amount not to exceed amounts available in the Project Fund as of the date of delivery of the C.L.C., bearing interest at the Pass-Through Rate, maturing on the C.L.C. Maturity Date, and delivered to the Trustee within thirty (30) days of its date of issuance (which shall be the first (1st) day of a month);

(ii) a certificate in the form attached hereto as (Sub)Exhibit A executed by an Authorized Borrower Representative certifying, among other things, that ninety-five percent (95%) of the amount of the C.L.C. represents Qualified Project Costs, that purchase of the C.L.C. is a proper charge against the Project Fund, that the costs incurred by the Borrower are presently due and have not been previously paid or requisitioned;

(iii) a copy of the Application for Insurance of Advances of Mortgage Proceeds pertaining to the Initial Advance, executed by the G.N.M.A. Issuer and approved by F.H.A.;

(iv) a G.N.M.A. prospectus relating to the G.N.M.A. Security;

(v) a copy of the executed and recorded Mortgage certified by the title company;

(vi) a copy of the executed Mortgage Note initially endorsed by F.H.A. evidencing the Mortgage Loan;

(vii) a copy of an ALTA Lender's Policy of title insurance issued with respect to the Project showing the Regulatory Agreement to have a priority immediately subordinate to the Mortgage, H.U.D. Regulatory Agreement and any related UCC Financing Statements and assignment of rents and leases to the G.N.M.A. Issuer; and

(viii) the original or certified copy of the executed and recorded Regulatory Agreement.

(b) Subsequent C.L.C.s After acquisition of the Initial C.L.C. and except for the disbursement relating to the Final Advance, the Trustee shall make periodic advances of monies available in the Project Fund to the G.N.M.A. Issuer, on behalf of the Borrower, to acquire subsequent C.L.C.s, but only in accordance with the conditions of Section 4.03(b)(iii) of the Indenture and the terms and provisions of the Purchase and Sale Agreement and this Agreement.

The obligation of the Trustee to make interim advances to acquire subsequent C.L.C.s is further subject to the timely receipt by the Trustee of all payments due on previously delivered C.L.C.s, and is also subject to the receipt of the following documents, on or before the date any interim advance is made by the Trustee:

(i) a certificate in the form attached hereto as (Sub)Exhibit A executed by an Authorized Borrower Representative certifying, among other things, that ninety-five percent (95%) of the amount of the C.L.C. to be acquired represents Qualified Project Costs, that purchase of such C.L.C. is a proper charge against the Project Fund, that the costs incurred by the Borrower are presently due and payable and have not been previously paid or requisitioned; and (ii) the relevant C.L.C. (which shall be delivered simultaneously with such interim advance).

The Trustee shall review each C.L.C. delivered to it in connection with the initial advance and each interim advance to ensure that (i) the amount of such C.L.C., when added to all previous C.L.C.s issued to the Trustee, does not exceed \$[_____] (ii) such C.L.C. bears interest at the Pass-Through Rate, (iii) such C.L.C. matures

on _____, and (iv) such C.L.C. is delivered to the Trustee by the last day of the month in which it was issued.

(c) Delivery Of P.L.C. The Trustee shall deliver as requested by the G.N.M.A. Issuer its authorization to cancel all C.L.C.s held by it upon issuance by the G.N.M.A. Issuer and delivery of the P.L.C. on the P.L.C. Delivery Date and upon receipt by the Trustee of a Schedule of Subscribers and G.N.M.A. Guaranty Agreement and written assurance from the G.N.M.A. Issuer that it will proceed to submit to G.N.M.A. the finally endorsed Mortgage Note; provided, however, that the C.L.C.s shall not be so cancelled if the principal balance of the Mortgage Note as of the P.L.C. Delivery Date is less than the aggregate principal amount of such C.L.C.s unless the G.N.M.A. Issuer has paid to the Trustee, as a partial prepayment of such C.L.C.s, an amount equal to the difference between the then current outstanding principal balance of the Mortgage Note as of the P.L.C. Delivery Date and the aggregate principal amount of the C.L.C.s.

The obligation of the Trustee to acquire the P.L.C. is subject to Section 4.03(b)(iv) of the Indenture and receipt of the following documents:

(i) written evidence from the G.N.M.A. Issuer that the P.L.C. will be issued to the Trustee in the principal amount equal to the amortized principal amount of the Mortgage Loan with a final maturity date no later than four hundred eighty (480) months from the Commencement of Amortization and in no event later than _____ 15, 204 __, will be dated no later than the first day of the month in which the C.L.C.s mature and will be delivered no later than the last day of the month in which it is issued and will bear interest at the Pass-Through Rate;

(ii) the final certificate in the form attached hereto as (Sub)Exhibit A executed by an Authorized Borrower Representative certifying, among other things, that at least ninety-five percent (95%) of the amount of the P.L.C. represents Qualified Project Costs, the principal amount of the P.L.C. in excess of the aggregate principal amount of the C.L.C.s is a proper charge against the Project Fund and that the principal amount of the P.L.C. in excess of the aggregate principal amount of the C.L.C.s represents the payment of an obligation incurred by the Borrower presently due and payable and not previously paid or requisitioned;

(iii) an executed counterpart of the Schedule of Subscribers and G.N.M.A. Guaranty Agreement and a certificate of the G.N.M.A. Issuer to the effect that (A) such Schedule of Subscribers and G.N.M.A. Guaranty Agreement has been duly authorized, executed and delivered by the G.N.M.A. Issuer, and constitutes a valid and binding obligation of the G.N.M.A. Issuer and G.N.M.A., and (B) the P.L.C. upon its issuance will constitute a valid and binding obligation of G.N.M.A., enforceable in accordance with its terms;

(iv) a copy of the executed and approved application for Insurance of Advances of Mortgage Proceeds pertaining to such final advance; and

- (v) a G.N.M.A. prospectus relating to the G.N.M.A. Security.

Section 3.3 Payments by Borrower.

In addition to all payments required to be made with respect to the Mortgage Note, the Borrower agrees to make the following additional payments, to the extent not paid pursuant to the Mortgage Note:

(a) To the Trustee on the Closing Date from amounts derived from other proceeds provided by _____ to the Borrower, in immediately payable federal funds: \$_____ for deposit in the Reserve Fund.

(b) All taxes and assessments of any type or character charged to the Issuer or to the Trustee affecting the amount available to the Issuer or the Trustee to pay the principal of or interest on the Bonds or in any way arising due to the transactions contemplated hereby (including taxes and assessments assessed or levied by any public agency or governmental issuer of whatsoever character having power to levy taxes or assessments) but excluding franchise taxes based upon the capital and/or income of the Trustee and taxes based upon or measured by the net income of the Trustee; provided, however, that the Borrower shall have the right to protest any such taxes or assessments and to require the Issuer or the Trustee, at the Borrower's expense, to protest and contest any such taxes or assessments assessed or levied upon them and that the Borrower shall have the right to withhold payment of any such taxes or assessments pending disposition of any such protest or contest unless such withholding, protest or contest would adversely affect the rights or interests of the Issuer or the Trustee or the respective liens of the Indenture or the Mortgage.

(c) To the extent the amount on deposit in the Bond Fund pursuant to Section 4.04 of the Indenture is insufficient to pay the fees of the Trustee, the dissemination agent under the Continuing Disclosure Agreement or the rebate analyst, the Borrower shall, not later than five (5) days after notification from the Trustee of such deficiency, pay such amount to the Trustee, the dissemination agent or the rebate analyst, as appropriate.

(d) All fees, expenses and responsibilities of the Borrower to the G.N.M.A. Issuer or of either the Borrower or the G.N.M.A. Issuer to F.H.A. or G.N.M.A. in connection with the Mortgage Loan, which obligations shall be the obligations of the Borrower or the G.N.M.A. Issuer, as the case may be, and shall not be the obligations of the Issuer.

(e) All fees and expenses required to obtain an extension of the P.L.C. Delivery Date under Section 4.03(d) of the Indenture, and Borrower agrees to deposit with the Trustee for deposit in the Bond Fund such required amounts at the time of the request for the extension.

(f) In the event the Borrower is in default under any provision of this Agreement, the Mortgage Loan Documents (subject to the nonrecourse, notice and cure provisions thereof) or the Regulatory Agreement, to the Issuer, the Trustee and the G.N.M.A. Issuer all reasonable fees and disbursements by such persons and their agents (including attorneys' fees and expenses) which are reasonably connected therewith or incidental thereto, except to the extent such fees and disbursements are paid from monies available therefor under the Indenture.

(g) Upon the written demand of the Trustee, to the Trustee, on behalf of the Issuer, any amount required to be rebated to the United States of America pursuant to Sections 4.07 and 5.06 of the Indenture, to the extent that funds are not available therefor under the Indenture; provided, however, that such obligation shall be payable from "Surplus Cash" (as defined in the H.U.D. Regulatory Agreement) and from no other source. If "Surplus Cash" is not available for such purpose, the General Partner shall pay such amounts. The obligation of the General Partner to make such payments shall be a recourse obligation of the General Partner, and no lien or claim shall be made by such General Partner against the revenues and assets of the Project except from "Surplus Cash" to the extent available. The General Partner's obligation to make such payments shall be evidenced by the General Partner's execution and acceptance of this Agreement.

(h) Any amounts required to be paid in connection with the redemption of Bonds pursuant to Section 3.01 of the Indenture.

Section 3.4 Sufficiency Of The Project Fund.

The Issuer Does Not Make Any Warranty, Either Express Or Implied, That The Monies Deposited Under The Indenture And Available For The Purposes Therein Specified Will Be Sufficient To Pay All Of The Cost Thereof. The Borrower agrees that if after disbursement of all the monies in the Project Fund, the Borrower should pay any cost relating to the Project, the Borrower shall not be entitled to any reimbursement therefor from the Issuer, the Trustee or the holders of the Bonds, except to the extent the Issuer has agreed in writing.

Section 3.5 Investment Of Monies.

Any monies held as part of the Project Fund, the Bond Fund, the Reserve Fund or the Costs of Issuance Fund under the Indenture shall initially be invested and reinvested by the Trustee in Qualified Investments, as provided in Section 4.09 of the Indenture. The Borrower has reviewed those provisions of the Indenture relating to investment of funds held under the Indenture and the use of such investment earnings, and has reviewed the Trustee's proposed initial investment of funds deposited to the Project Fund, the Bond Fund, the Reserve Fund or the Costs of

Issuance Fund, and hereby approves of the same. The Issuer, the Trustee and the Borrower jointly and severally covenant (to the extent of their control over such matters) that the use of the proceeds of the Bonds, including any monies held as part of any fund under the Indenture and any other amounts received by the Issuer in respect to property directly or indirectly financed with the proceeds of the Bonds, and proceeds from interest earned on the investment and reinvestment of such fund and proceeds, shall be invested or otherwise used and shall be restricted in such manner and to such extent, if any, as may be necessary, after taking into account reasonable expectations at the time of issuance of the Bonds, so that the Bonds will not constitute "arbitrage bonds" within the meaning of Section 148 of the Code.

Article IV.

Additional Covenants And Agreements.

Section 4.1 F.H.A. Regulations Control.

In the event of any conflict between the provisions of this Agreement and the applicable rules and regulations of F.H.A. in effect on the date of the initial endorsement of the Mortgage Loan by H.U.D, such rules and regulations of F.H.A. shall control. In the event that the consent of F.H.A. is required by such rules and regulations in order for the Issuer or the Trustee to exercise any remedy hereunder, such consent shall be obtained prior to the exercise of such remedy.

Section 4.2 Inspections.

All equipment, buildings, plans, offices, apparatus, devices, books, contracts, records, documents and other papers relating to the Project shall at all times be maintained in reasonable condition for proper audit, and shall, upon at least forty-eight (48) hours prior written notice and during regular business hours, be subject to examination and inspection at any reasonable time by the Issuer, the Trustee or their authorized agents.

Section 4.3 Reports And Information.

At the request of the Issuer or the Trustee, their agents, employees or attorneys, the Borrower shall furnish to the Issuer and the Trustee, concurrently with delivery to F.H.A. or H.U.D., copies of any reports and information furnished to F.H.A. or H.U.D. pursuant to the Mortgage Loan Documents. Additionally, the Borrower shall furnish to the Issuer and the Trustee, if so requested, such information as may be

reasonably requested in writing from time to time relative to compliance by the Borrower with the provisions of this Agreement and the Regulatory Agreement.

Section 4.4 Assignment.

No transfer of title to the Project shall be made unless (1) F.H.A. consents to such transfer, as long as the Mortgage Loan is insured or held by F.H.A., (2) the G.N.M.A. Issuer consents to such transfer, as long as any G.N.M.A. Security is outstanding, and (3) the transferee assumes all of the duties of the Borrower under this Agreement, the Continuing Disclosure Agreement, the Regulatory Agreement and the Mortgage Loan Documents, provided that such assumption may contain an exculpation of the assignee from liability with respect to any obligation hereunder except for the General Partner's obligations under Section 3.3(g) hereunder. Upon the assumption of the duties of the Borrower, the Borrower shall be released from all executory obligations so assumed.

Section 4.5 Use Of Proceeds.

The Borrower shall not take any action or omit to take any action within its control, which action or omission would in any way cause the Trustee to apply the proceeds from the sale of the Bonds in a manner contrary to that provided for in the Indenture or the Mortgage Loan Documents.

Section 4.6 Indemnification.

(a) The Borrower hereby assumes liability for and at its expense agrees to indemnify, protect, have and keep harmless, the Issuer and the Trustee, their respective successors, assigns, agents and servants, from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements (including reasonable legal fees and disbursements) of whatsoever kind and nature which arise out of or are based upon the alleged inaccuracy of information furnished to the Issuer or the Trustee by the Borrower for inclusion in the Official Statement relating to the Bonds.

(b) The Borrower will pay, and will protect, indemnify and save the Issuer harmless from and against, any and all liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees and expenses of the Issuer), causes of action, suits, claims, demands and judgments of whatsoever kind and nature (including those arising or resulting from any injury to or death of any person or damage to property) arising out of the following, to the extent permitted by law:

- (i) the design, rehabilitation and installation of the Project;

(ii) the use of the Project by the Borrower;

(iii) violation by the Borrower of any agreement, warranty, covenant or condition of this Agreement, the Tax Agreement, the Regulatory Agreement or the Mortgage Loan Documents;

(iv) violation by the Borrower of any other contract, agreement or restriction relating to the Project; and

(v) violation by the Borrower of any law, ordinance, regulation or court order affecting the Project or the ownership, occupancy or use thereof.

(c) The Borrower will pay, and will protect, indemnify and save the Trustee harmless from and against, any and all liabilities, losses, damages, costs, and expenses (including reasonable attorneys' fees and expenses of the Trustee), causes of action, suits, claims, demands and judgments of whatsoever kind and nature arising out of the violation by the Borrower of any agreement, warranty, covenant or condition of the Regulatory Agreement, except when caused by the Trustee's own negligence or willful misconduct or by the joint negligence or willful misconduct of the Trustee and any other person (other than the Borrower and related entities).

(d) The Issuer or the Trustee, as the case may be, shall notify the Borrower in writing of any claim or action brought against the Issuer or the Trustee, as the case may be, in respect of which indemnity may be sought against the Borrower, setting forth the particulars of such claim or action, and the Borrower will assume the defense thereof, including the employment of counsel, and the payment of all reasonable expenses. The Issuer or the Trustee, as the case may be, may employ separate counsel in any such action and participate in the defense thereof. The fees and expenses of such separate counsel so incurred shall be at the expense of the Borrower without regard to any authorization of such employment by the Borrower.

Section 4.7 Fees.

Reference is hereby made to Section 7.07 of the Indenture which sets forth the compensation and reimbursement to which the Trustee is entitled for ordinary fees and expenses. The Borrower agrees to pay, whether out of the proceeds of the Mortgage Loan or other funds, all reasonable fees and expenses of the Trustee (to the extent not paid in accordance with Section 7.07 of the Indenture), the rebate analyst and the dissemination agent (including the reasonable fees and expenses of their counsel) in connection with the issuance of the Bonds and the performance of their duties in connection with the transactions contemplated hereby, including, without limitation, all costs of recording and filing, to the extent such fees and expenses are not otherwise paid from the Costs of Issuance Fund in accordance with Section 4.06 of the Indenture. All such amounts shall be paid directly to the

parties entitled thereto for their own account as and when such amounts become due and payable. The Borrower will also pay any reasonable expenses in connection with any redemption of the Bonds. Specifically, and without limiting the foregoing, the Borrower agrees to pay to the Issuer or to any payee designated by the Issuer, within thirty (30) days after receipt of request for payment thereof, all expenses of the Issuer related to the Project and the financing thereof which are not paid from the funds held under the Indenture, including, without limitation, legal fees and expenses incurred in connection with the interpretation, performance, enforcement or amendment of any documents relating to the Project or the Bonds or in connection with questions or other matters arising under such documents.

The obligations of the Borrower under this section shall survive the termination of this Agreement and the payment and performance of all of the other obligations of the Borrower hereunder and under the Mortgage Loan Documents, the Tax Agreement and the Regulatory Agreement.

Section 4.8 Establishment Of Completion Date.

Within sixty (60) days of the Completion Date, the Borrower shall furnish to the Issuer and the Trustee a certificate stating that the Project has been completed.

Section 4.9 Continuing Disclosure.

The Borrower hereby covenants and agrees to enter into and comply with the provisions of the Continuing Disclosure Agreement. Notwithstanding any other provision of this Agreement, failure of the Borrower to comply with the Continuing Disclosure Agreement shall not be considered an event of default under this Agreement; however, the Trustee, at the written request of the holders of at least twenty-five percent (25%) aggregate principal amount of Outstanding Bonds, shall (only to the extent the Trustee has been provided indemnity satisfactory to it from any costs, liabilities or expenses, including reasonable fees and expenses of its attorneys), or any Bondholders may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Borrower to comply with its obligations pursuant to this Section 4.9.

Section 4.10 Recordation And Filing.

The Borrower shall cause financing statements with respect to the Trust Estate described in the Indenture to be at all times filed in such manner and in such places if required by law in order to fully preserve and protect the rights of the Issuer and the Trustee hereunder and to perfect the security interest created by the Indenture in the Trust Estate described herein. To the extent possible under applicable law, as in the effect in the jurisdiction(s) in which the Trust Estate is located, the

Borrower will maintain the priority of the security interest herein created in the Trust Estate as a first lien thereon, and warrant, protect, preserve and defend its interest in the Trust Estate and the security interest of the Trustee herein and all rights of the Trustee under the Indenture against all actions proceedings, claims and demands of all Persons, all paid for by the Borrower.

Section 4.11 Purchase Of Issuer's Bonds.

The Borrower agrees that neither it, nor any "related person" (within the meaning of the Code) will acquire, pursuant to any arrangement, formal or informal, any of the Bonds in an amount related to the amount of the Mortgage Loan to be funded by the Issuer for the Borrower.

Article V.

Events Of Default; Remedies.

Section 5.1 Events Of Default; Remedies.

Upon violation of any of the provisions of this Agreement by the Borrower, the Issuer or the Trustee shall give written notice thereof to the Borrower by messenger, overnight courier or registered or certified mail, postage prepaid, return receipt requested. If such violation is not corrected or action commenced and diligently pursued to effect such correction to the reasonable satisfaction of the Issuer and the Trustee within thirty (30) days after the date such notice is received by Borrower, or within such further time as the Issuer or the Trustee permits, which permission shall not be unreasonably withheld, without further notice the Issuer or the Trustee may declare a default under this Agreement effective on the date of such declaration of default, and upon such default the Issuer or the Trustee may apply to any state or federal court having jurisdiction for specific performance of this Agreement, for an injunction against any violation of this Agreement, for the appointment of a receiver to take over and operate the Project in accordance with the terms of this Agreement, or for such other relief in law or equity as may be appropriate, since the injury to the Issuer and the Trustee arising from a default under any of the terms of this Agreement would be irreparable, and the amount of damage would be difficult to ascertain; provided, however, that nothing herein is intended to affect or extend any period of time established by the Mortgage or to impose any personal liability upon the Borrower or any of the partners of the Borrower or to constitute a default under the Mortgage Loan Documents, except as provided therein.

The prevailing party in any suit, in law or equity, against the Borrower with respect to any breach of this Agreement shall be entitled to reimbursement from the other

party to such suit for all attorneys' fees and disbursements of the prevailing party reasonably connected therewith or incidental thereto except, in the case of fees and disbursements due the Issuer or the Trustee, to the extent such attorneys' fees are paid from monies available therefor under the Indenture.

Article VI.

Miscellaneous.

Section 6.1 Notice.

All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given and received: (i) three (3) days after deposit in the United States mail and sent by first class mail, postage prepaid, or (ii) when delivered, in each case, to the parties at the addresses set forth below or at such other address as a party may designate by notice to the other parties:

If To The Issuer:

City of Chicago
Department of Housing
33 North LaSalle Street, 11th Floor
Chicago, Illinois 60602
Attention: Commissioner,
Department of Housing
Phone: (Omitted for printing purposes)
Fax: (Omitted for printing purposes)

with copies to:

City of Chicago
Office of the Corporation Counsel
City Hall -- Room 600
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Finance and Economic
Development Division
Phone: (Omitted for printing purposes)
Fax: (Omitted for printing purposes)

and to:

City of Chicago
Office of the Chief Financial Officer
33 North LaSalle Street, Suite 600
Chicago, Illinois 60602
Attention: Chief Financial Officer

If To The Borrower:

Charles A. Beckett Associates Limited
Partnership
400 East 41st Street
Chicago, Illinois 60653
Phone: (Omitted for printing purposes)
Fax: (Omitted for printing purposes)

with copies to:

Foley & Lardner L.L.P.
321 North Clark Street
Suite 1150
Chicago, Illinois 60602
Attention: C. Richard Johnson
Phone: (Omitted for printing purposes)
Fax: (Omitted for printing purposes)

and to:

[Investor Limited Partner]

Phone: _____

Fax: _____

and to:

Prairie Mortgage Company
20 South Clark Street, Suite 1520
Chicago, Illinois 60602
Attention: Kenneth Marshall
Phone: (Omitted for printing purposes)
Fax: (Omitted for printing purposes)

Copies of each notice, certificate of other communication given hereunder by any party hereto shall be given to all parties hereto.

Section 6.2 Successors And Assigns.

Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all covenants, premises and agreements which are contained in this Agreement shall bind the successors and assigns of the party so covenanting, promising or agreeing, and shall inure to the benefit of the successors and assigns of the other parties hereto.

Section 6.3 Governing Law.

This Agreement is to be construed in accordance with and governed by the laws of the State (other than the choice of law rules of the State) and, where applicable, the laws of the United States of America.

Section 6.4 Captions.

The section headings contained herein are for reference purposes only, and shall not in any way affect the meaning or interpretation of this Agreement.

Section 6.5 Severability.

In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 6.6 Counterparts.

This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

Section 6.7 Limited Liability of Borrower.

The obligations of the Borrower contained in this Agreement shall be limited obligations payable solely from "Surplus Cash" (as defined in the H.U.D. Regulatory Agreement) and except as expressly provided in Section 3.3(g) hereof solely with respect to the General Partner, no member of the Borrower shall have personal liability for the satisfaction of any obligation of the Borrower or claim arising out of this Agreement against the Borrower; provided that nothing herein is intended to affect the Borrower's liability under the Mortgage Loan Documents.

Section 6.8 No Liability Of Issuer.

The Bonds are issued pursuant to Article VII, Section 6 of the 1970 Constitution of the State and pursuant to the ordinance and shall be limited obligations of the Issuer payable solely as provided in the Indenture. No owner of any Bond has the right to compel any exercise of the taxing power of the Issuer to pay the principal of, interest on, or premium, if any, on, the Bonds and the Bonds shall not constitute an indebtedness of the Issuer or a loan of credit thereof within the meaning of any constitutional or statutory provisions. No covenant or agreement contained in the Indenture, the Bonds or this Agreement shall be deemed to be a covenant or agreement of any official or of any officer or employee of the Issuer in his or her individual capacity, and neither the members of the governing body of the Issuer nor

any officer of the Issuer signing the Indenture, the Bonds, the Tax Agreement, the Regulatory Agreement, the H.U.D. Regulatory Agreement or this Agreement shall be liable personally or be subject to any personal liability or accountability by reason of the execution thereof.

Section 6.9 Enforcement Not To Affect Mortgage Loan Or G.N.M.A. Security.

Notwithstanding any provision in this Agreement to the contrary, enforcement of this Agreement will not result in any claim under the Mortgage Loan or the G.N.M.A. Security, or claim against the Project, the Mortgage Loan proceeds, any reserve or deposit made with the Mortgagee or another Person required by H.U.D. in connection with the Mortgage Loan or the G.N.M.A. Security, or against the rents or other income from the Project (other than available "Surplus Cash", as defined in the H.U.D. Regulatory Agreement) for payment hereunder.

In Witness Whereof, The parties hereto have executed this Agreement and caused their corporate seals to be affixed hereto and to be attested, all as of the day and year first written above.

[Seal]

City of Chicago

Attest:

By: _____
Chief Financial Officer

By: _____
[Deputy City Clerk] [City Clerk]

Charles A. Beckett Associates
Limited Partnership,
an Illinois limited partnership

Attest:

By: Peoples Co-op for Affordable
Elderly Housing, an Illinois,
not-for-profit corporation

By: _____

Its: _____

Its: General Partner

By: _____

Its: President

[Seal]

[Trustee],
as Trustee

Attest:

By: _____

By: _____

Its: _____

Its: _____

(Sub)Exhibit "A" referred to in this Financing Agreement reads as follows:

*(Sub)Exhibit "A".
(To Financing Agreement)*

Borrower's Certificate To G.N.M.A. Issuer And Trustee.

Reference is made to that certain Financing Agreement dated as of [Month] 1, 2006 (the "Financing Agreement"), by and among the City of Chicago (the "Issuer"), Charles A. Beckett Associates Limited Partnership, an Illinois limited partnership (the "Borrower"), and [Trustee] (the "Trustee"). Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Financing Agreement.

To induce the G.N.M.A. Issuer to consent to the disbursement under the Mortgage Loan as shown on Schedule 1 attached hereto, and to induce the Trustee to purchase a C.L.C. or the P.L.C., as applicable, the undersigned represents, warrants and certifies to the G.N.M.A. Issuer and the Trustee:

(a) the costs set forth in Schedule 1 hereto are presently due and payable, have been properly incurred by the Borrower in connection with the Project being financed with the proceeds of the Mortgage Loan, are reimbursable Project Costs properly chargeable against the Mortgage Loan and have not been the basis of any previous disbursement;

(b) the costs specified in Schedule 1 hereto, when added to all previous disbursements under the Mortgage Loan, will result in at least ninety-five percent (95%) of the aggregate amount of all disbursements having been used to pay or reimburse the Borrower for amounts which are Qualified Project Costs;

(c) none of the costs set forth in Schedule 1 hereto are Costs of Issuance; and

(d) For a C.L.C., insert: at least ninety-five percent (95%) of the amount of the C.L.C. being purchased by the Trustee in reliance of this Borrower's Certificate represents Qualified Project Costs and the purchase of such C.L.C. is a proper charge against the Project Fund; and

[For the P.L.C., insert: at least ninety-five percent (95%) of the amount of the P.L.C. being purchased by the Trustee in reliance of this Borrower's Certificate represents Qualified Project Costs, the principal amount of the P.L.C. in excess of the aggregate principal amount of the C.L.C.s is a proper charge against the Project Fund, and the principal amount of the P.L.C. in excess of the aggregate principal amount of the C.L.C.s represents the payment of an obligation incurred by the Borrower presently due and payable and not previously paid or requisitioned; and]

(e) the Borrower is not in default under the Financing Agreement or the Mortgage Loan.

Dated: _____, 20__.

Charles A. Beckett Associates
Limited Partnership,
an Illinois limited partnership

By: Peoples Co-op for Affordable
Elderly Housing, an Illinois
not-for-profit corporation

Its: General Partner

By: _____

Its: President

[Schedule 1 referred to in this Borrower's Certificate
unavailable at time of printing.]

*Exhibit "D".
(To Ordinance)*

*Regulatory Agreement And
Declaration Of Restrictive Covenants*

By And Among

*Charles A. Beckett Associates Limited Partnership,
An Illinois Limited Partnership*

And

[Trustee]

As Trustee Under The Indenture For The Following Bonds:

And

*City Of Chicago,
A Municipality And Home Rule Unit Of Government Duly Organized
And Validly Existing Under The Constitution And
The Laws Of The State Of Illinois*

Relating To

*City Of Chicago
[\$x,xxx,xxx]
Multi-Family Housing Revenue Bonds
(Paul G. Stewart Phases I And II) Series 2006 (F.H.A.-Insured/G.N.M.A.)*

Dated As Of [Month] 1, 2006.

This Regulatory Agreement and Declaration of Restrictive Covenants, dated as of [Month] 1, 2006 (this "Agreement"), is entered into by and among Charles A. Beckett Associates Limited Partnership, an Illinois limited partnership, and any approved successor or assignee to its rights and obligations (the "Borrower"), [Trustee], as Trustee (the "Trustee") under the Indenture (as defined in this Agreement) and the City of Chicago, a municipality and home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois (the "Issuer") under the circumstances summarized in the following recitals.

Witnesseth.

Whereas, The City of Chicago (the "Issuer") has authorized the issuance of its \$x,xxx,xxx Multi-Family Housing Revenue Bonds (Paul G. Stewart Phases I and II) Series 2006 (F.H.A.-Insured/G.N.M.A.) (the "Bonds"), in order to finance a portion of the costs of acquiring, rehabilitating and equipping the Development (as defined below) and to pay certain costs of issuing the Bonds; and

Whereas, Pursuant to a Financing Agreement, dated as of [Month] 1, 2006, among the Issuer, the Trustee and the Borrower (the "Financing Agreement"), the proceeds of the Bonds will be loaned (the "Loan") to the Borrower to finance a portion of the costs of the acquisition, rehabilitation and equipping of buildings consisting of approximately four hundred twenty (420) residential dwelling units located generally at 400 East 41st Street in the City of Chicago, Illinois and legally described on (Sub)Exhibit A to this Agreement (the "Real Estate") (the Real Estate and the improvements on the Real Estate related to the development are referred to in this Agreement as the "Development"); and

Whereas, In connection with the Loan, the Borrower has agreed to rent or lease at least forty percent (40%) of the dwelling units in the Development to families or individuals whose income is sixty percent (60%) or less of area median gross income, all for the public purpose of assisting persons of low- and moderate-income to afford the costs of decent, safe and sanitary housing; and

Whereas, The Code and the Regulations (as those terms are defined below) prescribe that the use and operation of the Development be restricted in certain respects in order to assure the continuing tax-exempt status of the interest on the Bonds, and in order to ensure that the Development will be acquired, constructed, used and operated in accordance with such requirements of the Code, the Regulations and the Act, the Trustee and the Borrower have determined to enter into this Agreement in order to set forth certain terms and conditions relating to the acquisition, rehabilitation, occupancy, use and operation of the Development.

Now, Therefore, In consideration of the Loan and the mutual covenants and undertakings set forth in this Regulatory Agreement, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties covenant, agree and declare as follows:

Section 1. Definitions And Interpretations.

Except as otherwise defined in this Agreement, the terms used in this Agreement, including its preambles and recitals, shall for all purposes have the meanings specified in the preceding language of this Agreement or Article I of the Trust Indenture dated as of [Month] 1, 2006, between the Issuer and the Trustee, securing the Bonds (the "Indenture"), or Article I of the Financing Agreement,

unless the context clearly requires otherwise. In addition, unless the context clearly requires otherwise, the following terms used in this Agreement shall have the following meanings:

“Certificate of Continuing Program Compliance” means the certificate from the Borrower in substantially the form and covering the matters set forth in (Sub)Exhibit C to this Agreement.

“F.H.A. Loan Documents” means collectively, the Mortgage Note, the Mortgage, the F.H.A. Regulatory Agreement and all other documents required by the F.H.A. in connection with the Mortgage Loan.

“F.H.A. Regulatory Agreement” means the Regulatory Agreement for Multi-Family Housing Projects, dated as of [Month] 1, 2006 between the Borrower and F.H.A., together with any and all amendments hereto.

“Low- and Moderate-Income Tenants” means and includes individuals or families with adjusted income, calculated in the manner prescribed in Regulation Section 1.167(k)-3(b)(3) as it shall be in effect on the date that the Bonds are issued (or, if not issued on the same date, the earliest issuance date of the Bonds), which does not exceed sixty percent (60%) of the median gross income for the area in which the Development is located, determined in a manner consistent with determinations of median gross income made under the leased housing program established under Section 8 of the United States Housing Act of 1937, as amended, or if that program is terminated, under that program as in effect immediately before termination. That determination shall include adjustments for family size. In no event, however, will the occupants of a unit of the Development be considered to be Low- and Moderate-Income Tenants if all the occupants are students, no one of whom is entitled to file a joint return for federal income tax purposes.

“Mortgage” means the mortgage on the Development granted by the Borrower pursuant to Section 220 of the National Housing Act of 1934, as amended, executed on [Month] 1, 2006.

“Qualified Development Period” means the period beginning on the date on which ten percent (10%) of the units in the Development are first occupied and ending on the latest of the date (i) which is fifteen (15) years after the date on which at least fifty percent (50%) of the residential units in the Development are occupied, (ii) which is the first date on which no tax-exempt private activity bond issued with respect to the Development is outstanding, or (iii) on which any assistance presently provided with respect to the Development under Section 8 of the United States Housing Act of 1937, as amended, terminates.

“Regulations” means the United States Treasury Regulations promulgated with respect to the Code.

“Tenant Income Certificate” means a sworn and notarized certificate in substantially the form and covering the matters set forth in (Sub)Exhibit B to this Agreement.

The rules of interpretation set forth in Section 102 of the Indenture shall apply equally to this Agreement. This Agreement and all of its terms and provisions shall be construed to effectuate the purposes set forth in and to sustain the validity of this Agreement.

Section 2. The Development To Be Residential Rental Property.

The Borrower represents, agrees, covenants and warrants as follows:

(a) The Development is being acquired and constructed for the purpose of providing a “qualified residential rental project”, within the meaning of the Code. The Borrower shall own, manage and operate the Development as a “residential rental project” comprised of residential units and facilities functionally related and subordinate to them, in accordance with Section 142(d) of the Code and Section 1.103-8(b)(4) of the Regulations, as the same may be amended from time to time, to the extent applicable to the Bonds. Upon the completion of the rehabilitation, the Development will consist of approximately four hundred twenty (420) residential units located in two buildings at 400 East 41st Street in the City of Chicago, Illinois. The Development will consist of two (2) buildings containing residential units and functionally related and subordinate facilities of a size and character commensurate with the size and character of the residential units, as provided in the Regulations. Acquisition, rehabbing and equipping of the residential units and the functionally related and subordinate facilities are being funded in part by the Bonds. The buildings, when completed, will be discrete edifices or other person-made constructions with (i) independent foundations, (ii) independent outer walls, and (iii) independent roofs, each building containing one (1) or more similarly constructed units.

(b) Each residential unit in the Development does and shall contain separate and complete facilities for living, sleeping, eating, cooking and sanitation.

(c) None of the residential units in the Development is or shall at any time be used on a transient basis and no portion of the Development shall ever be used as a hotel, motel, dormitory, fraternity house, sorority house, rooming house, hospital, nursing home, sanitarium, rest home or trailer park or court. No part of the Development is or will be used as an airplane, a skybox or other luxury box, a health club facility, a facility primarily used for gambling, or a store the principal business of which is the sale of alcoholic beverages for consumption off-premises. No part of the Development is or will at any time be owned by a cooperative housing corporation or other form of cooperative ownership.

(d) The Borrower shall not give preference in renting residential units in the Development to any particular class or group of persons, other than senior citizens and to Low- and Moderate-Income Tenants as provided in this Regulatory Agreement, to comply with eligibility standards in place as a result of the fact that the Development shall operate as required by law.

(e) At no time shall the Borrower occupy a residential unit in the Development, provided that a person employed by the Borrower to assist in the management of the Development who has no ownership or other interest in the Borrower may occupy a residential unit.

(f) Any functionally related and subordinate facilities (e.g., parking garages or other areas, swimming pools, tennis courts, et cetera) which are to be included as part of the Development will be made available to all tenants on an equal basis. Fees will only be charged with respect to the use of those facilities if the charging of fees is customary for the use of such facilities and in any event, any fees charged will not be discriminatory or exclusionary as to the Low- and Moderate-Income Tenants.

Section 3. Continuous Rental.

(a) The Borrower represents, covenants, agrees and warrants that at all times during the Qualified Development Period, each unit in the Development shall be rented or available for rental to members of the general public on a continuous basis, except as allowed by Section 2(d) above, and that it shall not grant any commercial leases or permit commercial uses for any space in the Development, and otherwise upon receipt by the Trustee of an opinion of Bond Counsel, which opinion is acceptable to the Trustee, that the lease or use will not adversely affect the exclusion of interest on any of the Bonds from gross income of their holders for federal income tax purposes.

(b) The Borrower shall not make any change in use of any portion of the Development except upon approval of the Issuer or upon receipt by the Trustee of an opinion of Bond Counsel, acceptable to the Trustee, that the change will not adversely affect the exclusion of interest on any of the Bonds from gross income of their holders for federal income tax purposes.

Section 4. Low- And Moderate-Income Tenants.

To the end of satisfying the requirements of Section 142(d)(2)(B) of the Code relating to individuals of low- and moderate-income during the Qualified Development Period and related Regulations, the Borrower represents, covenants, agrees and warrants as follows:

(a) At all times during the Qualified Development Period, at least forty percent (40%) of the completed residential units shall be occupied by Low- and Moderate-Income Tenants. For purposes of satisfying that requirement, a unit occupied by an individual or family who at the commencement of occupancy is a Low- and Moderate-Income Tenant shall be treated as occupied by such an individual or family during their tenancy in such unit, even though that individual or family subsequently ceases to be a Low- and Moderate-Income Tenant. The preceding sentence shall, however, cease to apply to any resident whose income as of the most recent determination exceeds one hundred forty percent (140%) of the sixty percent (60%) income limitation amount if, after such determination, but before the next determination, any residential unit of comparable or smaller size in the Development is occupied by a new resident whose income exceeds that sixty percent (60%) limitation. A unit treated as occupied by a Low- and Moderate-Income Tenant shall be treated as occupied after it is vacated until reoccupied (other than for a temporary period not to exceed thirty-one (31) days), at which time the character of the unit shall be redetermined.

(b) If necessary, the Borrower shall refrain from renting residential units to persons other than Low- and Moderate-Income Tenants in order to avoid violating the requirement that at all times during the Qualified Development Period at least forty percent (40%) of the occupied residential units in the Development shall be occupied by Low- and Moderate-Income Tenants.

(c) The Borrower shall determine annually the current income of each tenant treated as a Low- and Moderate-Income Tenant.

(d) The Borrower shall obtain a Tenant Income Certificate with respect to each occupant in the Development who is intended to be a Low- or Moderate-Income Tenant signed by the tenant or tenants (i.e., the person or persons whose names appear on the lease). The Borrower shall obtain such a Tenant Income Certificate prior to such tenant or tenants signing a lease with respect to a unit and commencing occupancy in it and also shall obtain such a Tenant Income Certificate for each subsequent year the tenant lives in the Development, signed by such person or persons and obtained at such time or times, all as may be required by applicable rules, rulings, procedures, official statements, regulations or policies now or later promulgated or proposed by the Department of the Treasury or the Internal Revenue Service with respect to obligations issued under Section 142(d) of the Code. The Borrower shall maintain on file all Tenant Income Certificates.

(e) The Borrower shall prepare and submit to the Trustee and the Issuer on or before the first day of each March, June, September and December of each year during the Qualified Development Period, a Certificate of Continuing Program Compliance in substantially the form attached to this Agreement as (Sub)Exhibit C executed by Borrower's Representative.

(f) The Borrower shall submit to the Secretary of the Treasury an annual certification as to whether the Development continues to meet the low- and moderate-income occupancy requirements set forth in the Code. Failure to comply with the requirements set forth in the preceding sentence shall not constitute a default under this Agreement, but may subject the Borrower to a penalty as provided in Section 6652(j) of the Code.

Section 5. Tenants And Tenant Leases.

In addition to the requirements contained in other sections of this Agreement, the Borrower represents, covenants, agrees and warrants as follows:

(a) All tenant lists, applications, certificates and waiting lists relating to the Development shall at all times be kept separate and identifiable from any other business of the Borrower which is unrelated to the Development and shall be maintained, as required by the Issuer or the Trustee from time to time, in a reasonable condition for proper audit and subject to examination during business hours by representatives of the Trustee. Failure to keep such lists and applications or to make them available to the Issuer or the Trustee shall be a default under this Agreement.

(b) Each tenant lease for a Low- and Moderate-Income Tenant shall require the tenant to submit annual Tenant Income Certificates and to provide further information as the Borrower may reasonably require concerning such a Tenant Income Certificate, and that a failure to comply with these requirements or the filing of a false Tenant Income Certificate shall be a violation of a substantial obligation of his tenancy. The provisions of this Section 5 shall apply throughout the Qualified Development Period.

Section 6. Transfer Restrictions.

During the Qualified Development Period, the Borrower shall not do any of the following: sell, transfer, assign, convey, change title to or otherwise dispose of the Development or any interest in it (other than a transfer of non-managing partnership interests in the Borrower) (a "Transfer"), in whole or in part, unless: (1) the purchaser or assignee shall execute any necessary or appropriate document reasonably requested by the Trustee with respect to assuming its obligations under this Agreement and the Loan Agreement (the "Assumption Agreement"), which document shall be recorded in the Cook County Recorder's Office; (2) the Trustee or the Issuer shall have received an opinion of Bond Counsel, which opinion is acceptable to such recipient, to the effect that such transfer will not adversely affect the exclusion of interest on any of the Bonds from gross income of their holders for purposes of federal income taxation; (3) the Borrower shall deliver to the Trustee and the Issuer an opinion of counsel to the

transferee that the transferee has duly assumed the obligations of the Borrower under this Agreement and that such obligations and this Agreement are binding on the transferee; and (4) such other conditions are met as are set forth in or referred to in the Financing Agreement or as the Trustee or the Issuer may reasonably impose (upon advice of Bond Counsel) as part of the Assumption Agreement to protect the exclusion from gross income of interest on the Bonds for federal income tax purposes.

Section 7. Tax-Exempt Status Of The Bonds.

The Borrower, the Issuer and the Trustee each represent, agree and warrant that to the best of their ability and knowledge:

(a) It will not take or permit, or omit to take or cause to be taken, as is appropriate, any action that would adversely affect the exclusion of the interest on the Bonds from the gross income of their holders for federal income tax purposes and, in particular, the Borrower will not permit any Person to obtain an ownership interest in the Borrower unless, upon advice of Bond Counsel, the Trustee or the Issuer concludes that the exclusion of the interest on the Bonds from gross income for federal income tax purposes is not adversely affected by such Person obtaining such ownership interest. If it should take or permit, or omit to take or cause to be taken, any such action, it will take all lawful actions necessary to rescind or correct such actions or omissions promptly upon obtaining knowledge of them.

(b) It will take such action or actions as may be necessary, in the written opinion of Bond Counsel filed with the Trustee or the Issuer, to comply fully with all applicable rules, rulings, policies, procedures, Regulations or other official statements promulgated, proposed or made by the Department of the Treasury or the Internal Revenue Service pertaining to obligations the exemption of interest on which depends upon continuing compliance with Section 142(d) of the Code and the Regulations under that section.

(c) It will file or record such documents and take such other steps as are necessary, in the written opinion of Bond Counsel filed with the Trustee or the Issuer, in order to ensure that the requirements and restrictions of this Agreement will be binding upon all owners of the Development.

Section 8. Notice Of Noncompliance; Corrective Action.

As soon as is reasonably possible, the Borrower shall notify the Trustee and the Issuer of the existence of any situation or the occurrence of any event of which the Borrower has knowledge, the existence or occurrence of which would violate any of the provisions of this Agreement or cause the interest on the Bonds to become

includable in gross income of their holders for federal income tax purposes unless promptly corrected. The Trustee shall promptly notify the Issuer of such event or situation upon receipt of notice from the Borrower. The Borrower covenants to commence appropriate corrective action within a reasonable period of time, but in no event later than thirty (30) days after such noncompliance is first discovered or should have been discovered by the exercise of reasonable diligence.

Section 9. Reliance; Compliance.

The Borrower recognizes and agrees that the representations, warranties, agreements and covenants set forth in this Agreement may be relied upon by all Persons interested in the legality and validity of the Bonds and in the exclusion of the interest on the Bonds from gross income of their holders for federal income tax purposes. In performing their respective duties and obligations under this Agreement, the Trustee and the Issuer may rely upon statements and certificates of the Borrower and tenants, and upon audits of the books and records of the Borrower pertaining to the Development. In addition, the Trustee may consult with counsel, and the written opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by the Trustee under this Agreement in good faith and in conformity with such opinion.

Section 10. Nondiscrimination.

The Borrower shall not, in the selection of tenants, in employment, in the provision of services or in any other manner, discriminate against any person on the ground of race, color, national origin, religion, creed, sex, handicap, family status or marital status or by reason of the fact that there are children in a prospective tenant's family.

Section 11. Term.

This Agreement shall become effective upon its execution and delivery. Unless the Trustee or the Issuer shall have received a written opinion of Bond Counsel addressed to such party to the effect that early termination of this Agreement will not adversely affect the exclusion of the interest on all of the Bonds from gross income of their holders for federal income tax purposes, this Agreement shall remain in full force and effect for a term equal to the Qualified Development Period, it being expressly agreed and understood that the provisions of this Agreement are intended to survive the retirement of the Bonds and expiration of the indenture and the Financing Agreement. Notwithstanding the immediately preceding sentence, this Agreement, and all and several of the terms of it, shall terminate and be of no further force and effect in the event of (x) involuntary noncompliance with the provisions of this Agreement caused by fire, seizure,

requisition, foreclosure or delivery of a deed in lieu of foreclosure, change in a federal law or an action of a federal agency after the date of this Agreement which prevents the Trustee or the Issuer from enforcing the requirements of this Agreement, condemnation or other similar event and (y) the payment in full and retirement of the Bonds within a reasonable period after that event. However, the preceding sentence shall cease to apply and the restrictions contained in this section shall be automatically reinstated if, at any time subsequent to the foreclosure or the delivery of a deed in lieu of foreclosure or similar event, the Borrower or any "related person" (within the meaning of Section 147 of the Code), obtains an ownership interest in the Development for federal income tax purposes. Upon the termination of all and several of the terms of this Agreement, the parties agree to execute, deliver and record appropriate instruments of release and discharge of the terms of this Agreement. However, the execution and delivery of such instruments shall not be a necessary prerequisite to the termination of this Agreement in accordance with its terms.

Section 12. Covenants To Run With The Development.

The Borrower subjects the Development to the covenants, reservations and restrictions set forth in this Agreement. The Borrower declares its express intent that the covenants, reservations and restrictions set forth in this Agreement shall be deemed covenants running with the Real Estate and the Development to the extent permitted by law and shall pass to and be binding upon the successors in title to the Development throughout the term of this Agreement. Each and every contract, deed, mortgage, assignment, sublease or other instrument executed covering or conveying the Development or any portion of it shall conclusively be held to have been executed, delivered and accepted subject to such covenants, reservations and restrictions, regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

Section 13. Enforcement.

If the Borrower defaults in the performance or observation of any covenant, agreement or obligation of the Borrower set forth in this Agreement, and if such default remains uncured for a period of thirty (30) days after written notice of the default shall have been given to the Borrower by the Issuer or the Trustee, then the Issuer, or the Trustee, acting on behalf of the Bondholders or on behalf of the Issuer, shall declare an "Event of Default" to have occurred, and, at its option, may take any one or more of the following steps:

- (a) by mandamus or other suit, action or proceeding at law or in equity, including injunctive relief, require the Borrower to perform its obligations and covenants under this Agreement or enjoin any acts or things which may be unlawful or in violation of the rights of the Issuer or the Trustee under this Agreement;

(b) have access to and inspect, examine and make copies of all the books and records of the Borrower pertaining to the Development; or

(c) take such other action at law or in equity as may appear necessary or desirable to specifically enforce, or prohibit violations of, the obligations, covenants and agreements of the Borrower under this Agreement.

The Trustee shall have the right, in accordance with this section and the provisions of the Indenture, without the consent, approval or knowledge of the Issuer or any Person to exercise any or all of the rights or remedies under this Agreement. All reasonable fees, costs and expenses of the Trustee incurred in taking any action pursuant to this section shall be the sole responsibility of the Borrower.

Notwithstanding the preceding paragraph, if the failure stated in the written notice cannot be corrected within such thirty (30) day period, the Trustee may consent in writing to an extension of such time period, which consent shall not be unreasonably withheld, if corrective action is instituted within such thirty (30) day period and diligently pursued to completion and if such extension does not, in the Trustee's judgment, adversely affect the interests of the holders of the Bonds.

Section 14. Bankruptcy.

Neither the Borrower nor any permitted successor owner of the Development shall file any petition in bankruptcy or for the appointment of a receiver, or for insolvency, or for reorganization or composition, or make any assignment for the benefit of creditors or to a trustee for creditors, or permit an adjudication in bankruptcy, the taking of possession of the Development or any part of the Development under judicial process pursuant to any power of sale. However, in the case of an involuntary petition, action or proceeding for an adjudication in bankruptcy, or for the appointment of a receiver or trustee of the property of the Borrower or any other owner of the Development, not initiated by the Borrower or any other owner of the Development, the Borrower or such other owner of the Development shall have ninety (90) days after the service of such petition or the commencement of such action or proceeding, as the case may be, within which to obtain a dismissal of such petition, action or proceeding.

Section 15. Recording And Filing.

The Borrower shall cause this Agreement and all amendments and supplements to it to be recorded and filed in the conveyance and real property records of Cook County, Illinois. The Borrower shall pay all fees and charges incurred in connection with any such recording.

Section 16. Indemnification.

The Borrower shall be required and agrees to pay, indemnify and hold the Trustee, the Issuer and its respective officers, officials and employees (except for claims arising out of acts or omissions of the Trustee or the Issuer, as applicable, resulting from its gross negligence or willful misconduct) harmless from any and all loss, damage, cost, expense, suit, judgment, action, injury or liability which they, or any of them, may suffer or incur (including, without limitation, any costs, fees and expenses, including attorneys' fees, costs and expenses) by reason of any violation of the restrictions or provisions of this Agreement.

Section 17. Agent Of The Trustee.

The Trustee shall have the right to appoint an agent or administrator to carry out any of its duties and obligations under this Agreement, and shall inform the other parties to this Agreement of any such agency appointment by written notice.

Section 18. No Conflict With Other Documents.

The Borrower warrants that it has not executed and will not execute any other agreement with provisions contradictory to, or in opposition to, the provisions of this Agreement, and that, in any event and except to the extent expressly provided in this Agreement, the requirements of this Agreement are paramount and controlling as to the rights and obligations in this Agreement set forth and supersede any other requirements in conflict with this Agreement.

Section 19. Interpretation.

Any terms not defined in this Agreement, or defined as provided in this Agreement, shall have the same meaning as terms defined for purposes of Section 142(d) of the Code and in the Regulations.

Section 20. Amendments.

This Agreement shall be amended only by a written instrument executed by the parties to it or their successors in title, and duly recorded in the real property records of Cook County, Illinois, the county in which the Development is located. The Borrower shall pay all fees and charges incurred in connection with any such recording.

No amendment to this Agreement concerning matters governed by the Code or

the Regulations shall be effective unless there shall have been filed with the Issuer a written opinion of Bond Counsel to the effect that (a) such amendment will not cause or result in interest on the Bonds becoming includable in gross income of their holders for federal income tax purposes, and (b) compliance with the terms and provisions of the Agreement, as so amended, will be sufficient to ensure full compliance with the requirements of Section 142(d) of the Code and all then-applicable rules, rulings, policies, procedures, portions of the Regulations, or other statements promulgated, proposed or made by the Department of the Treasury or the Internal Revenue Service pertaining to obligations the exclusion of interest from gross income on which depends on continuing compliance with that Section 142(d).

Section 21. Notices.

Any notice, demand or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been given if and when personally delivered and receipted for, or, if sent by private courier service or sent by overnight mail service, shall be deemed to have been given if and when received (unless the addressee refuses to accept delivery, in which case it shall be deemed to have been given when first presented to the addressee for acceptance), or on the first (1st) day after being sent by telegram, or on the third (3rd) day after being deposited in United States registered or certified mail, return receipt requested, postage prepaid. Any such notice, demand or other communication shall be addressed to a party at its address set forth below or to such other address as the party to receive such notice may have designated to all other parties by notice in accordance with this Agreement:

If To The Issuer:

City of Chicago
Department of Housing
33 North LaSalle Street, 11th Floor
Chicago, Illinois 60602
Attention Commissioner, Department of
Housing
Phone: (Omitted for printing purposes)
Fax: (Omitted for printing purposes)

with copies to:

City of Chicago
Office of the Corporation Counsel
City Hall -- Room 600
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Finance and Economic
Development Division
Phone: (Omitted for printing purposes)
Fax: (Omitted for printing purposes)

and to:

City of Chicago
Office of the Chief Financial Officer
33 North LaSalle Street, Suite 600
Chicago, Illinois 60602
Attention: Chief Financial Officer

If To The Borrower:

Charles A. Beckett Associates Limited
Partnership
400 East 41st Street
Chicago, Illinois 60653
Phone: (Omitted for printing purposes)
Fax: (Omitted for printing purposes)
with copies to:

Foley & Lardner L.L.P.
321 North Clark Street
Suite 1150
Chicago, Illinois 60602
Attention: C. Richard Johnson
Phone: (Omitted for printing purposes)
Fax: (Omitted for printing purposes)

and to:

[Investor Limited Partner]

If To The Trustee:

Section 22. Binding Successors.

This Agreement shall bind, and the benefits shall inure to, the respective parties to this Agreement, their legal representatives, executors, administrators,

successors in office or interest, and assigns, provided that the Borrower may not assign this Agreement or any of its obligations under it without the prior written approval of the Issuer.

Section 23. Captions.

The captions used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or the intent of this Agreement.

Section 24. Severability.

If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

Section 25. Governing Law.

This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois, other than the choice of law rules of the State of Illinois and, where applicable, the laws of the United States of America.

Section 26. Limited Recourse.

Notwithstanding any provisions of this Agreement to the contrary, enforcement of the provisions of this Agreement shall not result in any claim against the Development, Loan or Loan proceeds, or the rents or other income from the Development. Notwithstanding any other provision of this Agreement, any monetary obligation created under this Agreement shall not be enforceable personally against the Borrower or any partner of the Borrower, their successors and assigns, or against the assets of the Borrower, its successors or assigns.

Section 27. Conflict With Mortgage And H.U.D. Regulations; Supremacy Of Mortgage And H.U.D.

(a) Notwithstanding anything in this Agreement to the contrary, the provisions of this Agreement are subject and subordinate to the National Housing Act, all applicable H.U.D. insurance (and Section 8, if applicable) regulations and related administrative requirements, and the F.H.A. Loan Documents, and all applicable G.N.M.A. regulations and related administrative requirements; and in the event of any conflict between the provisions of this Agreement and the provisions of the

National Housing Act, any applicable H.U.D. (and Section 8, if applicable) regulations, related H.U.D. administrative requirements and the F.H.A. Loan Documents, and any applicable G.N.M.A. regulations and related G.N.M.A. requirements, the said National Housing Act, H.U.D. (and Section 8, if applicable) regulations, related administrative requirements and F.H.A. Loan Documents, and the said G.N.M.A. regulations and related requirements shall be controlling in all respects.

(b) The failure on the part of the Borrower to comply with the provisions of this Agreement cannot be and will not be deemed to be the basis for a default under the F.H.A. Loan Documents.

(c) Enforcement of the provisions of this Agreement shall not result in any claim against the Developments, the proceeds of the Mortgage Loan or the Loan, any reserve or deposit made with the Lender or another Person required by H.U.D. in connection with the Mortgage Loan, or the rents or other income from the Developments other than available "Surplus Cash" (as such term is defined in the F.H.A. Regulatory Agreements).

(d) The Borrower shall not be deemed to be in violation of this Agreement if it shall take (or refrain from taking) any actions required (or prohibited) by H.U.D. pursuant to the National Housing Act, applicable H.U.D. (and Section 8, if applicable) insurance regulations, related administrative requirements, the F.H.A. Loan Documents, applicable G.N.M.A. regulations and related G.N.M.A. requirements.

(e) This Agreement and the restrictions hereunder are subject and subordinate to the lien and security interest granted by the Mortgage. In the event of foreclosure or transfer of title by deed in lieu of foreclosure, this Agreement and the restrictions hereunder shall automatically and immediately terminate and shall thereafter be of no further force and effect.

(f) Any funds held by the Lender for or on behalf of the Borrower under the contract of mortgage insurance with F.H.A. shall be maintained separate and apart from the funds established and held by the Trustee for the owners of the Bonds and the various escrows and funds, if any, under the Indenture.

(g) This Agreement may not be amended without the prior written approval of H.U.D.

(h) The provisions of this Agreement shall inure to the benefit of H.U.D., its successors and assigns.

(i) In consideration of H.U.D.'s agreeing to insure the Mortgage Loan, and in reliance by H.U.D. upon the promises of the Borrower, the Trustee and the Issuer to comply with this Agreement, H.U.D. has reserved the right to require the Issuer

and the Trustee to remove or void the restrictions found in this Agreement (to the extent and only to the extent that these restrictions exceed those required by the Internal Revenue Code, as amended) upon a determination by H.U.D. that the restrictions are threatening the financial viability of the Development (i.e., impairing the Borrower's ability to sustain a level of income sufficient to meet all financial obligations of the Development (as defined in this Agreement and the F.H.A.. Loan Documents)), including the debt service costs, H.U.D.-required escrows and operation expenses with respect to the Development. In the absence of the Issuer's and the Trustee's compliance with H.U.D.'s request that it remove or void restrictions, the Issuer and the Trustee expressly recognize the power of H.U.D. to take the appropriate action to unilaterally remove or void these restrictions, and agrees that H.U.D. shall not have to look any further than this Agreement for the power to remove or void said restrictions.

In Witness Whereof, The Trustee, the Borrower and the Issuer have each caused this Regulatory Agreement and Declaration of Restrictive Covenants to be duly executed and attested in their respective names by their duly authorized representatives, all as of the day and year first above written.

Charles A. Beckett Associates Limited
Partnership, an Illinois limited
partnership

By: Peoples Co-op for Affordable Elderly
Housing, an Illinois not-for-profit
corporation

Its: General Partner

By: _____

Its: President

[Trustee], as Trustee

By: _____

Its: Vice President

City of Chicago

By: _____

Its: Chief Financial Officer

Attest:

[Deputy City Clerk] [City Clerk]

State of Illinois)
)SS.
County of Cook)

I, _____, a notary public in and for the County and State aforesaid, certify that Fred Bonner, personally known to me to be the President of Peoples Co-op for Affordable Elderly Housing, an Illinois not-for-profit corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the foregoing instrument as his own free and voluntary act and as the free and voluntary act of the corporation for the uses and purposes set forth in such instrument.

Given under my hand and official seal this ____ day of _____ 2006.

Notary Public
in and for Cook County, Illinois

My commission expires: _____.

[Seal]

Given under my hand and official seal this ____ day of _____ 2006.

Notary Public
in and for Cook County, Illinois

My commission expires: _____.

[Seal]

[(Sub)Exhibit "A" referred to in this Regulatory Agreement
and Declaration of Restrictive Covenants unavailable
at time of printing.]

[(Sub)Exhibit "B" referred to in this Regulatory Agreement
and Declaration of Restrictive Covenants printed on
pages 86336 through 86338 of this *Journal*.]

(Sub)Exhibit "C" referred to in this Regulatory Agreement and Declaration of
Restricted Covenants reads as follows:

(Sub)Exhibit "C".
(To Regulatory Agreement And Declaration
Of Restrictive Covenants)

Form Of Certificate Of Continuing Program Compliance.

The undersigned, as President of Peoples Co-Op for Affordable Elderly Housing, an Illinois not-for-profit corporation, the General Partner of Charles A. Beckett Associates Limited Partnership, has read and is thoroughly familiar with the provisions of the various Loan Documents associated with the Borrower's participation in the financing by the City of Chicago of the acquisition of real estate and rehabilitation thereon, and equipping of Paul G. Stewart Phases I and II, such documents including:

1. the Regulatory Agreement and Declaration of Restrictive Covenants dated as of [Month] 1, 2006, by and among the Borrower, the City and the Trustee; and

2. the Financing Agreement, dated as of [Month] 1, 2006, between the City and the Borrower.

As of the date of this certificate, the following number of residential units in the Development (i) are occupied by Low- and Moderate-Income Tenants (as such term is defined in the Regulatory Agreement) or (ii) were previously occupied by Low- and Moderate-Income Tenants and have been vacant and not reoccupied except for a temporary period of no more than thirty-one (31) days, as indicated:

Number of units occupied by Low- and Moderate-Income Tenants _____ *

Number of units previously occupied by Low- and Moderate-Income tenants (vacated and not reoccupied except for a temporary period of no more than thirty-one (31) days) _____

Total number of Low- and Moderate-Income Units _____

The total number of occupied residential units in the Development is _____

The undersigned certifies that the Borrower is not in default under any of the terms and provisions of the above documents.

Dated: _____, _____.

Charles A. Beckett Associates Limited Partnership, an Illinois limited partnership

By: Peoples Co-Op for Affordable Elderly Housing, an Illinois not-for-profit corporation

Its: General Partner

By: _____

Its: President

* The number of Low- and Moderate-income Tenants shown above is ___% of the total number of occupied units.

(Sub)Exhibit "B".
 (To Regulatory Agreement And Declaration
 Of Restrictive Covenants)

Form Of Tenant Income Certificate.
 (Page 1 of 3)

TENANT INCOME CERTIFICATION		Effective Date: _____ Move-in Date: _____ (MM/DD/YYYY)
<input type="checkbox"/> Initial Certification <input type="checkbox"/> Recertification <input type="checkbox"/> Other _____		
PART I - DEVELOPMENT DATA		
Property Name: _____		TC #: _____
BIN #: _____	County: _____	Unit Number: _____ # Bedrooms: _____

PART II. HOUSEHOLD COMPOSITION						
HH Mbr #	Last Name	First Name & Middle Initial	Relationship to Head of Household	Date of Birth (MM/DD/YYYY)	F/T Student (Y or N)	Social Security or Alien Reg. No.
1			HEAD			
2						
3						
4						
5						
6						
7						

PART III. GROSS ANNUAL INCOME (USE ANNUAL AMOUNTS)				
HH Mbr #	(A) Employment or Wages	(B) Soc. Security/Pensions	(C) Public Assistance	(D) Other Income
TOTALS	\$ _____	\$ _____	\$ _____	\$ _____
	Add totals from (A) through (D), above			TOTAL INCOME (E): \$ _____

(Sub)Exhibit "B".
 (To Regulatory Agreement And Declaration
 Of Restrictive Covenants)

Form Of Tenant Income Certificate.
 (Page 2 of 3)

PART IV. INCOME FROM ASSETS				
Hshld Mbr #	(F) Type of Asset	(G) C/I	(H) Cash Value of Asset	(I) Annual Income from Asset
TOTALS: \$				\$
Enter Column (H) Total If over \$5000 \$ _____ X		Passbook Rate 2.00%	= (J) Imputed Income	\$
Enter the greater of the total of column I, or J: imputed income			TOTAL INCOME FROM ASSETS (K)	\$
(L) Total Annual Household Income from all Sources [Add (E) + (K)]				\$

PART V. DETERMINATION OF INCOME ELIGIBILITY			
TOTAL ANNUAL HOUSEHOLD INCOME FROM ALL SOURCES: From item (L) on page 1	\$	Household Meets Income Restriction at: <input type="checkbox"/> 60% <input type="checkbox"/> 50% <input type="checkbox"/> 40% <input type="checkbox"/> 30% <input type="checkbox"/> Other ___%	RECERTIFICATION ONLY: Current Income Limit x 140%: \$ _____ Household Income exceeds 140% at recertification: <input type="checkbox"/> Yes <input type="checkbox"/> No
Current Income Limit per Family Size:	\$ _____	Household Income At Move-in:	\$ _____
		Household Size at Move-in:	_____

PART VI. RENT			
Tenant Paid Rent	\$ _____	Rent Assistance:	\$ _____
Utility Allowance	\$ _____	Other non-optional charges:	\$ _____
GROSS RENT FOR UNIT: (Tenant paid rent plus Utility Allowance & other non-optional charges)	\$	Unit Meets Rent Restriction at:	
		<input type="checkbox"/> 60% <input type="checkbox"/> 50% <input type="checkbox"/> 40% <input type="checkbox"/> 30% <input type="checkbox"/> ___%	
Maximum Rent Limit for this unit: (as of recertification effective date)	\$ _____		

(Sub)Exhibit "B".
 (To Regulatory Agreement And Declaration
 Of Restrictive Covenants)

Form Of Tenant Income Certificate.
 (Page 3 of 3)

PART VII. STATUS		
ARE ALL OCCUPANTS FULL TIME STUDENTS? <input type="checkbox"/> yes <input type="checkbox"/> no	If yes, Enter student explanation* (also attach documentation)	*Student Explanation: 1 TANF assistance 2 Job Training Program 3 Single parent/dependent child 4 Married/joint return
Enter 1-4		

PART VIII. PROGRAM TYPE				
Mark the program(s) listed below (a. through e.) for which this household's unit will be counted toward the property's occupancy requirements. Under each program marked, indicate the household's income status as established by this certification/recertification.				
a. Tax Credit <input type="checkbox"/> See Part V above.	b. HOME <input type="checkbox"/> <i>Income Status</i> <input type="checkbox"/> ≤ 50% AMGI <input type="checkbox"/> ≤ 60% AMGI <input type="checkbox"/> ≤ 80% AMGI <input type="checkbox"/> OI**	c. Tax Exempt <input type="checkbox"/> <i>Income Status</i> <input type="checkbox"/> 50% AMGI <input type="checkbox"/> 60% AMGI <input type="checkbox"/> 80% AMGI <input type="checkbox"/> OI**	d. AHDP <input type="checkbox"/> <i>Income Status</i> <input type="checkbox"/> 50% AMGI <input type="checkbox"/> 80% AMGI <input type="checkbox"/> OI**	e. Other _____ <input type="checkbox"/> (Name of Program) <i>Income Status</i> <input type="checkbox"/> _____ <input type="checkbox"/> _____ <input type="checkbox"/> OI**
** Upon recertification, household was determined over-income (OI) according to eligibility requirements of the program(s) marked above.				

HOUSEHOLD CERTIFICATION & SIGNATURES

The information on this form will be used to determine maximum income eligibility. I/we have provided for each person(s) set forth in Part II acceptable verification of current anticipated annual income. I/we agree to notify the landlord immediately upon any member of the household moving out of the unit or any new member moving in. I/we agree to notify the landlord immediately upon any member becoming a full time student.

Under penalties of perjury, I/we certify that the information presented in this Certification is true and accurate to the best of my/our knowledge and belief. The undersigned further understands that providing false representations herein constitutes an act of fraud. False, misleading or incomplete information may result in the termination of the lease agreement.

Signature	(Date)	Signature	(Date)
Signature	(Date)	Signature	(Date)

SIGNATURE OF OWNER/REPRESENTATIVE

Based on the representations herein and upon the proofs and documentation required to be submitted, the individual(s) named in Part II of this Tenant Income Certification is/are eligible under the provisions of Section 42 of the Internal Revenue Code, as amended, and the Land Use Restriction Agreement (if applicable), to live in a unit in this Project.

SIGNATURE OF OWNER/REPRESENTATIVE	DATE
-----------------------------------	------

AUTHORIZATION FOR CORPORATION COUNSEL TO ENTER INTO
AND EXECUTE SETTLEMENT AGREEMENT REGARDING CASE OF
ARMANDO JIMINEZ V. CITY OF CHICAGO AND SKIP KATICH.

The Committee on Finance submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order authorizing the Corporation Counsel to enter into and execute a settlement order for the following case: *Armando Jimenez v. City of Chicago and Skip Katich*, 03 C 3880, in an amount of \$4,286,053.95, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 45.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Corporation Counsel is hereby authorized and directed to enter into and execute a settlement agreement in the following matter: *Armando Jiminez v. City of Chicago and Skip Katich*, cited as 03 C 3880, in the amount of \$4,286,053.95.

AUTHORIZATION FOR USE OF TAX INCREMENT FINANCING
FUNDS FOR AND REESTABLISHMENT OF COMMERCIAL
FACADE REBATE PROGRAM.

The Committee on Finance submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an amended ordinance authorizing the reestablishment of the Commercial Facade Rebate Program and authorizing its use of tax increment allocation financing, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

WHEREAS, Pursuant to the enactment of the Federal Housing and Community Development Act of 1974, as amended, the City on an annual basis receives a federal grant of Community Development Block Grant funds and thereafter adopts an annual ordinance authorizing submission of a final statement of objectives and project uses of Community Development Block Grant entitlement funds (the "C.D.B.G. Ordinance"); and

WHEREAS, Pursuant to the C.D.B.G. Ordinance adopted by the City Council of the City ("City Council") on June 6, 1984, and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for said date at pages 7306, 7313 and 7318 to 7454, and thereafter in the annual C.D.B.G. Ordinance, the City implemented a redevelopment program known as the Commercial Facade Rebate program (the "Program") whereby the Department of Planning and Development ("D.P.D.") would provide financing assistance to qualified applicants (the "Applicants") for the improvement of the facades of commercial and industrial facilities in the City through grants of Community Development Block Grant funds ("C.D.B.G. Funds"); and

WHEREAS, C.D.B.G. Funds allocated to the City have been reduced; and

WHEREAS, The D.P.D. would like to restate and refine the Program whereby D.P.D. may provide grant assistance ("Grants") pursuant to the Act with T.I.F. Financing to certain qualifying Applicants for the improvement of commercial and industrial facilities located in redevelopment project areas of the City in which Small Business Improvement Fund grants are not available or provide Grants, with funding sources other than T.I.F. Financing, to Applicants in the City that are not located in redevelopment project areas; and

WHEREAS, The City, through D.P.D., desires to implement the Program pursuant to the Program rules (the "Program Rules") described in Exhibit A attached hereto; and

WHEREAS, D.P.D. desires to make payments to existing Applicants to which, prior to the reduction of C.D.B.G. Funds, it made commitments of C.D.B.G. Funds (the "Prior Approved Projects") as described in Exhibit B attached hereto based on their satisfaction of the Program requirements; and

WHEREAS, D.P.D. wishes to continue the Program for new Applicants whereby funding may be granted to Applicants that are eligible under the Program Rules on a competitive basis provided Grant funding is available; and

WHEREAS, D.P.D. will administer the Program; and

WHEREAS, Grants may be made to Applicants with (i) incremental taxes from redevelopment project areas, (ii) certain proceeds of obligations secured by incremental taxes from the redevelopment project areas, or (iii) any other funds legally available to the City, including corporate funds for those projects not located in redevelopment project areas; and

WHEREAS, Pursuant to the City's Annual Appropriation Ordinance for the year 2006, the City has appropriated Eight Hundred Thousand Dollars (\$800,000) of corporate funds for use in connection with the Program; now, therefore,

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

SECTION 1. The above recitals are incorporated into this text as if fully set forth herein.

SECTION 2. There is hereby reestablished the Commercial Facade Rebate Program of the City.

SECTION 3. The Commissioner of D.P.D. (the "Commissioner") and a designee of the Commissioner are each hereby authorized, subject to approval by the Corporation Counsel of the City, to enter into and execute such agreements and instruments, and perform any and all acts, as shall be necessary or advisable in connection with the implementation of the terms and program objectives of the Program and of each Grant to be issued thereunder.

SECTION 4. Upon the execution and receipt of proper documentation, the Commissioner is hereby authorized to disburse the proceeds of each Grant to each Prior Approved Project or qualified Applicant pursuant to the conditions specified in Exhibit B.

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

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

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

Exhibit "A".

Program Rules.

City Of Chicago
Department Of Planning And Development
Facade Rebate Program Rules.

The City of Chicago's Commercial Facade Rebate Program (the "Program") reimburses eligible building owners and tenants for investments, as described below, that result in a publicly visible and permanent improvement to their commercial or industrial facility and also have the purpose of preserving building stock, improving neighborhood appearance or economic value, and will enable businesses to stay in the neighborhood, remain competitive, or even expand within their communities.

Funding.

- Grants only, in the form of reimbursement.
- A Commercial applicant with a project located in a T.I.F. area is eligible for a rebate of up to seventy-five percent (75%) of the approved project costs, up to a maximum of Forty Thousand Dollars (\$40,000).
- An Industrial applicant with a project located in a T.I.F. area is eligible for a rebate of up to fifty percent (50%), up to a maximum of Forty Thousand Dollars (\$40,000).
- Commercial or Industrial applicants with projects that are not located in T.I.F. areas are eligible for a rebate of up to thirty percent (30%), up to a maximum of Twenty-four Thousand Dollars (\$24,000).

Eligible Applicants.

- A Commercial or Industrial property owner or tenant (with owner consent), whose business is not located in a Small Business Improvement Fund area at the time of the submission of the application.

- Businesses which are not eligible include, but may not be limited to: free-standing auto-related businesses, franchise restaurants; chain businesses; branch banks; employment agencies; currency exchanges, pay day loan stores; pawn shops; astrology, palm-reading; liquor stores, bars; adult bookstores, massage parlors; hotels or motels; track waging facilities; trailer-storage yards; and junk yards, or any uses similar to those listed as determined in the discretion of D.P.D.
- Applicants with projects with a total budget exceeding Five Hundred Thousand Dollars (\$500,000) are ineligible to participate.
- A Commercial applicant is a property owner that has an ownership interest in a commercial business, located on the property to be improved, with a maximum average annual sales of One Million Five Hundred Thousand Dollars (\$1,500,000) for the past three (3) years, or a business plan for a new business showing the same level of projected maximum average annual sales for three (3) years (the "Annual Sales Requirement"). Property owners that would otherwise be evaluated for eligibility under the Annual Sales Requirement under this paragraph, but lease any part of the property to one or more entities in which they do not have an ownership interest are to be evaluated for eligibility under the Net Worth Requirement (defined below).
- An Industrial applicant is a business currently employing a maximum of one hundred (100) full-time equivalent employees or a property owner of an industrial business currently employing a maximum of one hundred (100) full-time employees. Property owners that would otherwise be evaluated for eligibility under this paragraph, but lease any part of the property to one or more entities in which they do not have an ownership interest are to be evaluated for eligibility under the Net Worth Requirement (defined below).
- Property owners or ownership entities who apply for Program funds and who lease space to eligible commercial or industrial tenants must conform to a maximum total net worth and liquidity of no more than Four Million Dollars (\$4,000,000), and a maximum total liquidity of no more than Three Hundred Thousand Dollars (\$300,000) referred to hereafter as the "Net Worth Requirement."
- Tenants who apply for Program funds must meet the Annual Sales Requirement, have a leasehold interest in the property they would like to improve pursuant to a lease agreement with the property owner and have express prior property owner approval to make specific improvements. The property owner's eligibility will not be a requirement for the Tenant's eligibility.

- Because the program is principally aimed at small businesses, applicants with commercial businesses with an average annual sales over One Million Five Hundred Thousand Dollars (\$1,500,000) for the past three (3) years and applicants with industrial businesses with more than one hundred (100) employees are ineligible to participate.
- Commercial applicants may reapply to the Program five (5) years from the date on which they receive final payment for any immediately preceding Program grant, provided they have met D.P.D.'s guidelines and procedures regarding reapplication. Industrial applicants may reapply to the Program ten (10) years from the date on which they receive final payment for any immediately preceding Program grant, provided they have met D.P.D.'s guidelines and procedures regarding reapplication. Priority for Program funds will be given to Eligible Applicants that have not previously received Program funds.

Eligible Costs.

Any eligible improvement which permits a building owner to attract new commercial or industrial tenants, allows an eligible business owner to maintain or expand operations, or contributes to the improved appearance and viability of a property. This includes, but is not limited to, rehabilitation, remodeling, or renovation of items such as:

- facade;
- masonry repairs and tuck-pointing;
- storefront windows, display area, windows and doors;
- signs and graphics, awnings, exterior lighting.

For projects located in T.I.F. areas, only projects which conform with the uses and goals defined in the governing Redevelopment Plan for the relevant T.I.F. district will be accepted for funding.

The following items that are not eligible for reimbursement, include but are not limited to the following and therefore will not be counted toward total project cost:

- work to a roof, rear facade, or alley facade, or work to a secondary facade not plainly visible from a main commercial thoroughfare;
- new construction and additions;

- work that involves principally routine maintenance such as painting or cleaning;
- work to buildings less than five (5) years old for commercial projects or buildings less than ten (10) years old for industrial projects;
- billboards; landscaping and paving;
- work that disturbs painted surfaces on a residential portion of the building.

Design Requirements For Facade Work.

In order to receive funding, projects must conform to minimum design requirements. In addition, projects will be encouraged to meet design goals and guidelines. Applicants are strongly advised to consult with D.P.D. staff on design requirements and guidelines before drawing up plans for work. Work which is potentially damaging to the building, such as use of incorrect tuck-pointing materials, will not be reimbursed. Plans must be submitted for design approval prior to beginning construction, or the project will be automatically disqualified.

Compliance.

- Checks will be performed on all applicants prior to funding to insure that they are not indebted to the City and that they are in compliance with child support laws.
- Each applicant will sign an Economic Disclosure Affidavit.
- Grantees will be required to sign an affidavit certifying that they will not relocate out of the T.I.F. district or sell the business within a three (3) year period following disbursement of funds under the Program. This will be monitored.
- Upon completion of the project, fifty percent (50%) of the ground-floor leasable commercial space or seventy percent (70%) of the leasable industrial space must have leasing commitments of at least one (1) year.

Time Limits.

- Projects must be completed within the timetable outlined in the Program booklet to be eligible for a rebate. Extensions may be granted on a case-by-case basis based on demonstrated progress towards completion.

*Amended Exhibit "B".**Prior Approved Projects.*

2329 -- 2331 South Michigan Avenue	24 th /Michigan T.I.F.	\$ 40,000
7134 -- 7152 South Exchange Avenue	71 st /Stony Island T.I.F.	40,000
1823 -- 1827 East 79 th Street	Avalon Park/South Shore T.I.F.	40,000
15 -- 19 South Wabash Avenue	Central Loop T.I.F.	75,000
1344 West Devon Avenue	Devon/Sheridan T.I.F.	40,000
6401 North Sheridan Road	Devon/Sheridan T.I.F.	40,000
6411 North Sheridan Road	Devon/Sheridan T.I.F.	40,000
2605 -- 2607 West Devon Avenue	Devon/Western T.I.F.	40,000
1136 West Argyle Street	Lawrence/Broadway T.I.F.	40,000
5120 North Broadway	Lawrence/Broadway T.I.F.	40,000
5816 North Lincoln Avenue	Lincoln Avenue T.I.F.	40,000
5850 North Lincoln Avenue	Lincoln Avenue T.I.F.	40,000
1348 West Concord Place	North Branch South T.I.F.	38,266
3111 West Devon Avenue	Devon/Western T.I.F.	40,000
TOTAL:		\$593,266

DESIGNATION OF KINGSBURY LARRABEE, L.L.C. AS PROJECT
DEVELOPER, AUTHORIZATION FOR EXECUTION OF
REDEVELOPMENT AGREEMENT AND ISSUANCE
OF CITY NOTE FOR CONSTRUCTION OF
CONDOMINIUM UNITS WITHIN NEAR
NORTH SIDE TAX INCREMENT
REDEVELOPMENT
PROJECT AREA.

The Committee on Finance submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing entering into and executing a redevelopment agreement with Kingsbury Larrabee, L.L.C., amount of note not to exceed, \$4,950,972 having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to an ordinance adopted by the City Council ("City Council") of the City of Chicago (the "City") on July 30, 1997 and published at pages 49207 through 49357 of the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") of such date, a certain redevelopment plan and project (the "Plan") for the Near North Redevelopment Project Area (the "Area") was approved pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1, et seq.) (the "Act"); and

WHEREAS, Pursuant to an ordinance adopted by the City Council on July 30, 1997 and published at pages 49358 through 49365 of the *Journal* of such date, the Area was designated as a redevelopment project area pursuant to the Act; and

WHEREAS, Pursuant to an ordinance (the "T.I.F. Ordinance") adopted by the City Council on July 30, 1997 and published at pages 49366 through 49374 of the *Journal* of such date, tax increment allocation financing was adopted pursuant to the Act as a means of financing certain redevelopment project costs (as defined in the Act) ("Redevelopment Project Costs") incurred in the Area pursuant to the Plan; and

WHEREAS, Kingsbury Larrabee, L.L.C., a Delaware limited liability company (the "Company"), owns, in fee simple, certain real property commonly referred to as "Site G" that is located within the Area and is bounded by North Larrabee Street on the east, North Kingsbury Street on the southwest and the southern boundary of the River Village Site I on the north (the "Property"), and proposes to commence and complete construction thereon one hundred two (102) condominium dwelling units of either concrete or brick and masonry construction (the "Project"); and

WHEREAS, Of the one hundred two (102) units in the Project, seventy-nine (79) will be or have been sold by Company at market rates, eleven (11) will be or have been sold by Company to buyers whose annual income does not exceed one hundred percent (100%) of the median income of the correspondingly-sized household in the City as determined from time to time by the City's Department of Housing, and the remainder of the Project's units, consisting of twelve (12) units, will be sold by Company to the Chicago Housing Authority, a municipal corporation ("C.H.A."), for use by the C.H.A. in providing housing for C.H.A.-qualified tenants and, of those twelve (12) units, approximately twenty percent (20%) will be adaptable, all of which can be made fully accessible to accommodate people with disabilities; and

WHEREAS, The Company proposes to undertake the Project in accordance with the Plan and pursuant to the terms and conditions of a proposed redevelopment agreement to be executed by the Company and the City, including but not limited to the completion of the Project, to be financed in part by the issuance of the Note (defined below); and

WHEREAS, Pursuant to Resolution 04-CDC-41, adopted by the Community Development Commission of the City of Chicago (the "Commission") on June 8, 2004, the Commission recommended that the Company be designated as the developer for the Project and that the City's Department of Planning and Development ("D.P.D.") be authorized to negotiate, execute and deliver on behalf of the City a redevelopment agreement with the Company for the Project; and

WHEREAS, Since no other responsive proposals were received by D.P.D. for the redevelopment of the Property or a portion thereof within fourteen (14) days after such publication, pursuant to Resolution 04-CDC-41, the Commission has recommended that the Company be designated as the developer for the Project and that D.P.D. be authorized to negotiate, execute and deliver on behalf of the City a redevelopment agreement with the Company for the Project; and

WHEREAS, In consideration of redevelopment project costs for the Project incurred or to be incurred by or on behalf of the Company, the City desires to issue, and the Company desires to acquire, according to certain terms and conditions, the Note (as defined below) as tax increment revenue obligations; and

WHEREAS, The City will receive no cash proceeds in exchange for the Note (as defined below) to be issued pursuant to this ordinance; now, therefore,

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

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

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

SECTION 3. The Commissioner of D.P.D. (the "Commissioner") or a designee of the Commissioner are each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver a redevelopment agreement between the Company and the City in substantially the form attached hereto as Exhibit A and made a part hereof (the "Redevelopment Agreement"), and such other supporting documents as may be necessary to carry out and comply with the provisions of the Redevelopment Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Redevelopment Agreement.

SECTION 4. The City Council hereby authorizes the City to issue tax increment allocation revenue obligations in an amount not to exceed Four Million Nine Hundred Fifty Thousand Nine Hundred Seventy-two Dollars (\$4,950,972) for the purpose of paying a portion of the Redevelopment Project Costs included within the Project.

SECTION 5. There shall be borrowed for and on behalf of the City an aggregate principal amount not to exceed Four Million Nine Hundred Fifty Thousand Nine Hundred Seventy-two Dollars (\$4,950,972) for the payment of a portion of the eligible Redevelopment Project Costs included within the Project, and a revenue note of the City shall be issued up to said amount and shall be designated Tax Increment Allocation Revenue Note (Kingsbury Larrabee, L.L.C.) (Near North Redevelopment Project), Taxable Series 2006A, for a principal amount not to exceed Four Million Nine Hundred Fifty Thousand Nine Hundred Seventy-two Dollars (\$4,950,972) ("Note"). The Note shall be dated the date of delivery thereof, and shall also bear the date of authentication, shall be in fully registered form, shall be in the denomination of the outstanding principal amount thereof and shall become due and payable as provided therein.

The Note shall bear interest at a rate not to exceed the lesser of (i) nine percent (9.0%), or (ii) the ten (10) year Treasury Constant Maturities as published in the Federal Reserve Statistical Release H-15 as of the date of issuance plus two hundred seventy-five (275) Basis Points.

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

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

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

SECTION 6. The City shall cause books (the "Register") for the registration and for the transfer of the Note as provided in this ordinance to be kept at the principal office of the Registrar, which is hereby constituted and appointed the registrar of the City for the Note. The City is authorized to prepare, and the Registrar shall keep custody of, multiple Note blanks executed by the City for use in the transfer of the Note.

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

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

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

SECTION 7. The principal of the Note shall be subject to redemption as provided in the form of Note attached hereto as Exhibit B. As directed by the Commissioner, the Registrar shall proceed with redemptions without further notice or direction from the City.

SECTION 8. The Registrar shall state on the Payment Record attached to the Note the amount of any payment of principal or interest on the Note, including the amount of any redemption, and the amount of any reduction in principal pursuant to the Redevelopment Agreement.

SECTION 9. The Note shall be prepared in substantially the form attached hereto as Exhibit B.

SECTION 10. The Note hereby authorized shall be executed and delivered as provided in this ordinance and the Redevelopment Agreement.

SECTION 11. Pursuant to the Redevelopment Agreement, the Company has performed and continues to perform construction and redevelopment work on the Property as necessary for the Project. The eligible costs of the performance of such construction and redevelopment up to the amount not to exceed Four Million Nine Hundred Fifty Thousand Nine Hundred Seventy-two Dollars (\$4,950,972) shall be deemed to be a disbursement of the proceeds of the Note. The principal amount of the Note shall be the amount of principal indicated in the Note on its date of issuance, minus any principal amount paid on the Note and other reductions in principal, if any, as provided in the Redevelopment Agreement.

SECTION 12. The City hereby assigns, pledges and dedicates to the payment of the principal of and interest, if any, on the Note, when due, in accordance with, and subject to, the terms and conditions of the Redevelopment Agreement and the Note, a portion of each of the Available Site G, Site H1 and Site I Project-Generated Incremental Taxes (as such terms are defined in and determined pursuant to the Redevelopment Agreement). Subject to the terms and conditions of the Note and the Redevelopment Agreement, portions of the Available Site G, Site H1 and Site I Project-Generated Incremental Taxes shall be used to pay the principal of and interest on the Note, from time to time, at maturity or upon payment or redemption prior to maturity, which payments are hereby authorized and appropriated by the City. Upon payment of all amounts due under the Note in accordance with the terms and conditions of the Note and the Redevelopment Agreement, the City's assignment, pledge and dedication of such portions of the Available Site G, Site H1 and Site I Project-Generated Incremental Taxes shall terminate and neither the Company nor the registered owner(s) of the Note shall have any right, title, interest or claim whatsoever in such portion of them.

SECTION 13. The Note is a special limited obligation of the City, and is payable solely from a portion of the Available Site G, Site H1 and Site I Project-Generated Incremental Taxes pursuant to the Redevelopment Agreement (or such other funds as the City, in its sole discretion, may determine), and shall be valid claims of the registered owner thereof only against said sources. None of the Note shall be deemed to constitute an indebtedness or a loan against the general taxing powers or credit of the City, within the meaning of any constitutional or statutory provision. The registered owner(s) of the Note shall not have the right to compel any exercise of the taxing power of the City, the State of Illinois or any political subdivision thereof to pay the principal of or interest on the Note.

SECTION 14. Available Site G, Site H1 and Site I Project-Generated Incremental Taxes may be invested as allowed under Section 2-32-520 of the Municipal Code of the City of Chicago. Each such investment shall mature on a date prior to the date on which said amounts are needed to pay the principal of or interest on any of the Note.

SECTION 15. The Registrar shall maintain a list of the name and address of the registered owner(s) from time to time of the Note and upon any transfer shall add the name(s) and address(es) of the new registered owner(s) and eliminate the name(s) and address(es) of the transferor(s).

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

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

SECTION 18. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

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

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

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

Exhibit "A".
(To Ordinance)

Redevelopment Agreement

By And Between

The City Of Chicago

And

Kingsbury Larrabee, L.L.C.

(Site G.)

This Kingsbury Larrabee, L.L.C. Redevelopment Agreement (this "Agreement") is made as of this _____ day of _____, 2006, by and between the City of Chicago, an Illinois municipal corporation (the "City"), through its Department of Planning and Development ("D.P.D."), and Kingsbury Larrabee, L.L.C., a Delaware limited liability company (the "Developer").

Recitals.

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

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

C. City Council Authority: To induce redevelopment pursuant to the Act, the City Council of the City (the "City Council") adopted the following ordinances on July 30, 1997:

(1) "An Ordinance of the City of Chicago, Illinois Approving a Redevelopment Plan for the Near North Redevelopment Project Area"; (2) "An Ordinance of the City of Chicago, Illinois Designating the Near North Redevelopment Project Area as a Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act"; and (3) "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Allocation Financing for the Near North Redevelopment Project Area" (the "Near North T.I.F. Adoption Ordinance").

Items (1)--(3) are collectively referred to herein as the "T.I.F. Ordinances". The Near North redevelopment project area (the "Near North Redevelopment Area") referred to above is legally described in (Sub)Exhibit A hereto.

On _____, 2006, the City Council adopted an ordinance authorizing the execution of this Agreement.

D. The Project: The Developer has purchased that certain real property commonly referred to as "Site G" that is located within the Near North Redevelopment Area and is bounded by North Larrabee Street on the east, North Kingsbury Street on the southwest, and the southern boundary of the River Village Site I on the north, all within the City of Chicago, Illinois 60610 and legally described on (Sub)Exhibit B hereto (the "Property"). Within the time frames set forth in Section 3.01 hereof, the Developer shall commence and complete construction thereon a seven (7) story condominium building containing one hundred two (102) condominium dwelling units and known as River Village Pointe, each dwelling unit of which is L.E.E.D.-Certified (as further defined herein), ninety-three (93) related parking spaces, having a fifty percent (50%) Green Roof (as further defined herein), compliant with the Landscape Ordinance (as further defined herein), and all constructed pursuant to that ordinance entitled "Residential-Business Planned Development Number 447, As Amended" ("P.D. 447") and enacted by the City Council on October 3, 2001 and set forth on pages 68741 -- 68796, inclusive, in the *Journal of the Proceedings of the City Council of the City of Chicago* of the same date, as the same may be amended or modified from time to time (the "Facility").

Of the one hundred two (102) dwelling units, (i) seventy-nine (79) will be or have been sold by Developer at market rates; (ii) eleven (11) will be or have been sold by Developer at initial base purchase prices ranging from One Hundred Thirty-five Thousand Nine Hundred Dollars (\$135,900) to One Hundred Thirty-eight Thousand Three Hundred Dollars (\$138,300) each (depending on unit location) to buyers whose annual income does not exceed one hundred percent (100%) of the median income of the correspondingly-sized household in the City as determined from time to time by the City's Department of Housing, and with the restrictions text set forth in (Sub)Exhibit E hereof incorporated verbatim into each initial purchase and sale agreement and each initial deed from Developer to grantee (the "Affordable Units"); and (iii) the remainder, twelve (12) units (unit numbers 203, 303, 403, 503, 603, 703, 207, 307, 407, 507, 607 and 707), will be sold by Developer to the Chicago

Housing Authority ("C.H.A.") for use by the C.H.A. in providing housing for C.H.A.-qualified tenants (the "C.H.A. Units").

The Facility and the Property (including but not limited to those T.I.F.-Eligible Improvements as defined below and set forth on (Sub)Exhibit C) are collectively referred to herein as the "Project". The completion of the Project would not reasonably be anticipated without the financing contemplated in this Agreement.

E. **Redevelopment Plan:** The Project will be carried out in accordance with this Agreement and the City of Chicago Near North Tax Increment Redevelopment Plan and Project (the "Near North Redevelopment Plan") attached hereto as (Sub)Exhibit D.

F. **City Financing:** The City agrees to use, in the amounts set forth in Section 4.03 hereof, (i) the proceeds of the City Note (as defined below) and/or (ii) Available Site G, Site H1 and Site I Project-Generated Incremental Taxes, to pay for or reimburse the Developer for the costs of T.I.F.-Eligible Improvements pursuant to the terms and conditions of this Agreement and the City Note.

G. **Other Lien Obligations.** The Developer acknowledges that Near North Redevelopment Project Tax Increment Allocation Revenue Bonds (the "Near North T.I.F. Bonds") were issued by the City on July 1, 1999 pursuant to an ordinance adopted by the City Council on January 20, 1999 (the "Bond Ordinance"). Pursuant to the Bond Indenture for the Near North T.I.F. Bonds, the City may issue Senior Lien Obligations (other than the ones issued on July 1, 1999), Refunding Bonds or Junior Lien Obligations (as those terms are defined in the Bond Indenture, and collectively referred to herein as the "Other Lien Obligations") from time to time in the future and, if and when issued, payment of principal of, premium, if any, and interest on the Other Lien Obligations would have a prior lien on all security pledged to the repayment of the Near North T.I.F. Bonds over any obligation created under this Agreement. The City agrees that it shall not issue any Other Lien Obligations unless, in connection therewith, the City Note (as hereinafter defined) is paid in full.

Now, Therefore, In consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1.

Recitals.

The foregoing recitals are hereby incorporated into this agreement by reference.

Section 2.

Definitions.

For purposes of this Agreement, in addition to the terms defined in the foregoing recitals, the following terms shall have the meanings set forth below:

“Act” shall have the meaning set forth in the Recitals hereof.

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

“Annual Available Excess Near North Incremental Taxes” shall mean the total Excess Near North Incremental Taxes that are available as of June 30 in any given calendar year under the Bond Indenture, less the sum of the Near North City Administration Fee arising during the same calendar year and the amount of Annual Available Excess Near North Incremental Taxes that are necessary to pay principal of and interest on the Site H Near North Note Obligations and the Site I Note and Direct Payment Obligations arising during the same calendar year, if any.

“Available Site G, Site H1 and Site I Project-Generated Incremental Taxes” shall mean so much of the Annual Available Excess Near North Incremental Taxes, if any, that equals ninety percent (90%) of: (a) the positive difference, determined as of June 30 of each year, between (i) the sum of the first estimated installment paid in the current year and the second installment paid in the prior year of ad valorem taxes on all of Site G, Site H1 and Site I for each year in which there is a principal balance on the City Note, and (ii) Base Near North Project Taxes, less (b) the value of the Site I Note and Direct Payment Obligations arising during the same calendar year, if any.

“Base Near North Project Taxes” shall mean, for any calendar year in which the City Note is outstanding, an amount equal to the initial equalized assessed value of all of Site G, Site H1 and Site I as certified by Cook County as a result of the Near North T.I.F. Adoption Ordinance (as the same may be adjusted by Cook County) (which amount currently equals \$_____) times the most current available combined tax rates of the taxing districts levying ad valorem real estate taxes on all of Site G, Site H1 and Site I determined as of June 30 of that year (e.g. if a payment becomes due on the City Note on September 1, 2007 and if, as of June 30, 2007, the most recent known tax rate is that determined for levy year 2005 for taxes payable in 2006, such 2005 tax rate would apply).

“Bond Indenture” shall mean that Master Trust Indenture dated as of July 1, 1999, from the City to the Bond Trustee, pursuant to which the City has issued

the Near North T.I.F. Bonds and is authorized to issue the Other Lien Obligations, subject to the terms herein, and includes the First Supplemental Indenture and the Second Supplemental Indenture, both entered into between the City and the Bond Trustee on July 1, 1999, in connection with the issuance of certain Senior Lien Obligations.

“Bond Trustee” shall mean Cole Taylor Bank, as trustee under the Bond Indenture, and any successor in interest appointed in accordance with the Bond Indenture.

“Bond Ordinance” shall have the meaning set forth in the recitals hereof.

“Certificate” shall mean the Certificate of Completion of Construction described in Section 7.01(b) hereof.

“C.H.A.” shall mean the Chicago Housing Authority, an Illinois municipal corporation.

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

“City Council” shall have the meaning set forth in the recitals hereof.

“City Funds” shall mean the funds paid to the Developer pursuant to the City Note.

“City Note” shall mean the City of Chicago Tax Increment Allocation Revenue Note (Kingsbury Larrabee Site G) Taxable Series 2006, in the amount of Four Million Nine Hundred Fifty Thousand Nine Hundred Seventy-two Dollars (\$4,950,972). The City Note shall be in the form attached hereto as (Sub)Exhibit M. The City Note shall bear interest at such annual rates and on such other terms as are set forth in Section 4.03(c) hereof.

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

“Construction Contract” shall mean that certain contract that has been entered into between the Developer and the General Contractor providing for construction of the Project.

“Corporation Counsel” shall mean the City’s Office of Corporation Counsel.

“Environmental Laws” shall mean any and all federal, state or local statutes, laws, regulations, ordinances, codes, rules, orders, licenses, judgments, decrees

or requirements relating to public health and safety and the environment now or hereafter in force, as amended and hereafter amended, including but not limited to (i) the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601, et seq.); (ii) any so-called "Superfund" or "Superlien" law; (iii) the Hazardous Materials Transportation Act (49 U.S.C. Section 1802, et seq.); (iv) the Resource Conservation and Recovery Act (42 U.S.C. Section 6902, et seq.); (v) the Clean Air Act (42 U.S.C. Section 7401, et seq.); (vi) the Clean Water Act (33 U.S.C. Section 1251, et seq.); (vii) the Toxic Substances Control Act (15 U.S.C. Section 2601, et seq.); (viii) the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. Section 136, et seq.); (ix) the Illinois Environmental Protection Act (415 ILCS 5/11, et seq.); and (x) the Municipal Code of Chicago.

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

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

"Excess Near North Incremental Taxes" shall mean Near North Incremental Taxes which are received and that have been deposited into the General Fund (as such term is defined in the Bond Indenture) of the Near North T.I.F. Fund as of June 30 of a calendar year and which are available for the financing or payment of Redevelopment Project Costs under the Bond Indenture.

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

"Financial Statements" shall mean complete audited financial statements of the Developer prepared by a certified public accountant.

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

"Green Roof" shall mean an approximately four (4) inch deep modular system consisting of a root anti-penetration layer, a drainage layer, a water filter mat, a growing medium and drought-tolerant plants, located on top of and covering at least fifty percent (50%) of the main roof of the Facility, and that is designed to be low-maintenance and to provide living plants thereon.

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

"L.E.E.D.-Certified" shall mean a third party rating for each dwelling unit in the Facility of "Certified" as determined by a Chicago-area L.E.E.D. for Homes Provider, pursuant to the L.E.E.D. for Homes building standards set by the United States Green Building Council.

"Landscape Ordinance" shall mean Sections 10-32 and 17-194A of the Municipal Code.

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

"M.B.E.s" shall mean a business identified in the *Directory of Certified Minority Business Enterprises* published by the City's Purchasing Department, or otherwise certified by the City's Purchasing Department as a minority-owned business enterprise.

"M.B.E./W.B.E. Budget" shall mean the budget attached hereto as (Sub)Exhibit H-2, as described in Section 10.03.

"Municipal Code" shall mean the Municipal Code of the City of Chicago.

"Near North City Administration Fee" shall mean an annual amount equal to ten percent (10%) of annual Near North Incremental Taxes, being the amount the City may allocate from Near North Incremental Taxes for payment of costs incurred by the City for the administration and monitoring of the Near North Redevelopment Area, including the Project (and the City shall have the right to receive such funds prior to any payment of City Funds hereunder).

"Near North Incremental Taxes" shall mean such ad valorem taxes which, pursuant to the Near North T.I.F. Adoption Ordinance and Section 5/11-74.4-8(b) of the Act, are allocated to and when collected are paid to the Treasurer of the City of Chicago for deposit by the Treasurer into the Near North T.I.F. Fund.

"Near North Redevelopment Area" shall have the meaning set forth in the recitals hereof.

"Near North Redevelopment Plan" shall have the meaning set forth in the recitals hereof.

"Near North T.I.F. Adoption Ordinance" shall have the meaning set forth in the recitals hereof.

"Near North T.I.F. Bonds" shall have the meaning set forth in the recitals hereof.

"Near North T.I.F. Fund" shall mean the special tax allocation fund created by the City pursuant to the Near North T.I.F. Adoption Ordinance in connection with the Near North Redevelopment Area into which the Near North Incremental Taxes will be deposited for the payment of Near North Redevelopment Project Costs and obligations incurred in the payment thereof.

"Non-Governmental Charges" shall mean all non-governmental charges, liens, claims, or encumbrances relating to the Developer, the Property or the Project.

"Permitted Liens" shall mean those liens and encumbrances against the Property and/or the Project set forth on (Sub)Exhibit G hereto.

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

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

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

"Project Budget" shall mean the budget attached hereto as (Sub)Exhibit H-1, showing the total cost of the Project by line item, furnished by the Developer to D.P.D., in accordance with Section 3.03 hereof.

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

"Redevelopment Project Costs" shall mean redevelopment project costs as defined in Section 5/11-74.4-3(q) of the Act that are included in the budget set forth in the respective Redevelopment Plan or otherwise referenced in the respective Redevelopment Plan.

"Requisition Form" shall mean the document, in the form attached hereto as (Sub)Exhibit L, to be delivered by the Developer to D.P.D. pursuant to Section 4.04 of this Agreement.

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

"Site G" shall have the meaning set forth in the recitals hereof.

"Site H Near North Note Obligations" shall mean those repayment terms and conditions placed on City Note H1 in that Redevelopment Agreement entered into on May 18, 2005 by and among the City and River Village Townhomes, L.L.C. and River Village Lofts, L.L.C.

“Site H1” shall have the meaning set forth for that term in that Redevelopment Agreement entered into on May 18, 2005 by and among the City and River Village Townhomes, L.L.C. and River Village Lofts, L.L.C.

“Site I” shall have the meaning set forth for that term in that Redevelopment Agreement entered into on September 27, 2005 by and among the City and River Village Townhomes South, L.L.C.

“Site I Note and Direct Payment Obligations” shall mean those repayment terms and conditions placed on the City Note referenced in that Redevelopment Agreement entered into on September 27, 2005 by and among the City and River Village Townhomes South, L.L.C.

“Survey” shall mean a Class A plat of survey in the most recently revised form of ALTA/ACSM survey of the Property dated within forty-five (45) days prior to the Closing Date, acceptable in form and content to the City and the Title Company, prepared by a surveyor registered in the State of Illinois, certified to the City and the Title Company, and indicating whether the Property is in a flood hazard area as identified by the United States Federal Emergency Management Agency (and updates thereof to reflect improvements to the Property in connection with the construction of the Project and related improvements as required by the City or lender(s) providing Lender Financing).

“Term of the Agreement” shall mean the period of time commencing on the Closing Date and ending on the date on which the Near North Redevelopment Area is no longer in effect (e.g., through and including December 31, 2021).

“T.I.F.-Eligible Improvements” shall mean those improvements of the Project which (i) qualify as Redevelopment Project Costs, (ii) are eligible costs under the respective Redevelopment Plan and (iii) the City has agreed to pay for out of the City Funds, subject to the terms of this Agreement. (Sub)Exhibit C lists the T.I.F.-Eligible Improvements for the Project.

“T.I.F. Ordinances” shall have the meaning set forth in the recitals hereof.

“Title Company” shall mean Chicago Title Insurance Company.

“Title Policy” shall mean a title insurance policy in the most recently revised ALTA or equivalent form, showing the Developer as the insured, noting the recording of this Agreement as an encumbrance against the Property, and a subordination agreement in favor of the City with respect to previously recorded liens against the Property related to Lender Financing, if any, issued by the Title Company.

“W.A.R.N. Act” shall mean the Worker Adjustment and Retraining Notification Act (29 U.S.C. Section 2101, et seq.).

"W.B.E. s" shall mean a business identified in the *Directory of Certified Women Business Enterprises* published by the City's Purchasing Department, or otherwise certified by the City's Purchasing Department as a women-owned business enterprise.

Section 3.

The Project.

3.01 The Project.

The Developer has commenced the construction of the Project and intends to complete construction of the Project and commence closing unit sales therein no later than twelve (12) months after the Closing Date, subject to the provisions of Section 18.17 of this Agreement. The Project shall be carried out substantially in accordance with the Plans and Specifications for the Project.

3.02 Scope Drawings And Plans And Specifications.

The Developer has delivered the Scope Drawings and Plans and Specifications to D.P.D. and D.P.D. has approved the same. After such initial approval, subsequent proposed changes to the Scope Drawings or Plans and Specifications shall be submitted to D.P.D. as a Change Order pursuant to Section 3.04 hereof. The Scope Drawings and Plans and Specifications shall at all times conform to the Redevelopment Plan and all applicable federal, state and local laws, ordinances and regulations. The Developer has acquired all necessary building permits and other required approvals for the Project.

3.03 Project Budget.

The Developer has furnished to D.P.D., and D.P.D. has approved, a Project Budget showing total costs for the project in an amount not less than Thirty Million Four Hundred Fifty-five Thousand Dollars (\$30,455,000). The Developer hereby certifies to the City that (a) it has Lender Financing and Equity in an amount sufficient to pay for all Project costs; and (b) the Project Budget is true, correct and complete in all material respects. The Developer shall promptly deliver to D.P.D. certified copies of any Change Orders with respect to the Project Budget for approval pursuant to Section 3.04 hereof.

3.04 Change Orders.

Except as provided below, all Change Orders (and documentation substantiating the need and identifying the source of funding therefor) relating to material changes to the Project must be submitted by the Developer to D.P.D. concurrently with the progress reports described in Section 3.07 hereof; provided, that any Change Order relating to any of the following must be submitted by the Developer to D.P.D. for D.P.D.'s prior written approval: (a) a reduction in the gross or net square footage of the Facility by five percent (5%) or more, individually or cumulatively; (b) a change in the use of the Property to a use other than housing and related parking; (c) a delay in the completion of the Project by more than three (3) months; or (d) Change Orders that, individually or cumulatively, increase or decrease the budget by five percent (5%) or more. The Developer shall not authorize or permit the performance of any work relating to any Change Order or the furnishing of materials in connection therewith prior to the receipt by the Developer of D.P.D.'s written approval (to the extent required in this section). The Construction Contract, and each contract between the General Contractor and any subcontractor, shall contain a provision to this effect. An approved Change Order shall not be deemed to imply any obligation on the part of the City to increase the amount of City Funds which the City has pledged pursuant to this Agreement or provide any other additional assistance to the Developer.

3.05 D.P.D. Approval.

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

3.06 Other Approvals.

Any D.P.D. approval under this Agreement shall have no effect upon, nor shall it operate as a waiver of, the Developer's obligations to comply with the provisions of Section 5.03 (Other Governmental Approvals) hereof.

3.07 Progress Reports And Survey Updates.

Following the Closing Date, the Developer shall provide D.P.D. with written quarterly progress reports detailing the status of the Project, which include duplicates of applicable support documentation verifying the disbursement and receipt of Project funds (i.e., invoices, cancelled checks, partial and final lien waivers, et cetera), and including a revised completion date, if necessary (with any

change in completion date being considered a Change Order, requiring D.P.D.'s written approval pursuant to Section 3.04). The Developer shall also provide the City with reports as set forth in Section 10 (employment obligations) hereof. The Developer shall provide three (3) copies of an updated Survey to D.P.D. upon the request of D.P.D. or any lender providing Lender Financing, reflecting improvements made to the Property.

3.08 Inspecting Agent Or Architect.

An independent agent or architect (other than the Developer's architect), who shall be the same inspecting architect used by the construction lender for the Project, shall act as the inspecting agent or architect, at the Developer's expense, for the Project. The inspecting agent or architect shall perform periodic inspections with respect to the Project at the request of D.P.D., providing certifications with respect thereto to D.P.D.

3.09 Barricades.

The parties agree that the Developer has installed a construction barricade of a type and appearance satisfactory to the City and constructed in compliance with all applicable federal, state or City laws, ordinances and regulations.

3.10 Signs And Public Relations.

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

3.11 Utility Connections.

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

3.12 Permit Fees.

In connection with the Project, the Developer shall be obligated to pay only those building, permit, engineering, tap on and inspection fees that are assessed on a

uniform basis throughout the City of Chicago and are of general applicability to other property within the City of Chicago.

Section 4.

Financing.

4.01 Total Project Cost And Sources Of Funds.

The cost of the Project is estimated to be Thirty Million Four Hundred Fifty-five Thousand Dollars (\$30,455,000) to be applied in the manner set forth in the Project Budget. Such costs shall be funded solely from Equity and/or Lender Financing.

4.02 Developer Funds.

Equity and/or Lender Financing may be used to pay any Project cost, including but not limited to Redevelopment Project Costs and costs of T.I.F.-Eligible Improvements.

4.03 City Funds.

(a) Uses Of City Funds. City Funds (as defined below) may only be used to pay directly or reimburse the Developer for costs of T.I.F.-Eligible Improvements that constitute Redevelopment Project Costs. (Sub)Exhibit C sets forth, by line item, the T.I.F.-Eligible Improvements for the Project, and the maximum amount of costs that may be paid by or reimbursed from City Funds for each line item therein (subject to Sections 4.03(b) and 4.05(d)), contingent upon receipt by the City of documentation satisfactory in form and substance to D.P.D. evidencing such cost and its eligibility as a Redevelopment Project Cost. City Funds shall not be paid to the Developer hereunder prior to the issuance of a Certificate.

(b) Issuance Of City Note; Sources Of City Funds. Subject to the terms and conditions of this Agreement, including but not limited to this Section 4.03 and Section 5 hereof, the City hereby agrees to issue the City Note to the Developer simultaneously with the issuance by the City of a Certificate pursuant to Section 7 hereof to provide for reimbursement to Developer for the costs of the T.I.F.-Eligible Improvements.

Subject to the terms and conditions of this Agreement, the City hereby agrees to provide City funds from the sources and in the amounts described directly below (the "City Funds") to pay principal of and interest on the City Note:

Sources Of City Funds	Maximum Amount
Available Site G, Site H1 and Site I Project Generated Incremental Taxes	the lesser of: (i) \$4,950,972, (ii) 16.26% of the actual total Project costs, or (iii) 100% of the costs of the T.I.F.-Eligible Improvements; plus interest that accrues on the City Note;

provided, however, that, notwithstanding anything to the contrary in this Section 4.03, the aggregate principal balance of the City Note otherwise set forth herein shall be reduced by an amount equal to fifty percent (50%) of the Excess Profit realized by Developer on the Project.

“Excess Profit” is equal to Actual Profit less Threshold Profit.

“Actual Profit” is equal to Net Sales Proceeds plus Maximum City Funds less Actual Project Costs.

“Threshold Profit” is equal to fourteen percent (14%) of Actual Project Costs.

“Net Sales Proceeds” is equal to all income generated by the Project, including but not limited to the proceeds from the sale of all residential units, parking spaces, and upgrades to residential units, less all actual sales commissions and closing costs.

“Maximum City Funds” is equal to the lesser of Four Million Nine Hundred Fifty Thousand Nine Hundred Seventy-two Dollars (\$4,950,972) or one hundred percent (100%) of the costs of the T.I.F.-Eligible Improvements.

“Actual Project Costs” means all hard and soft costs actually expended to implement the Project, exclusive of developer fee, project management fee and profit. The Developer must prove up such costs to the satisfaction of the City.

(c) Amount Of Principal Of The City Note; Maximum Interest Thereon. Subject to the terms and conditions of this Agreement, including but not limited to this Section 4.03 and Section 5 hereof, the City shall set the principal balance of the City Note at its issuance as follows:

(i) the lesser of: (A) Four Million Nine Hundred Fifty Thousand Nine Hundred Seventy-two Dollars (\$4,950,972), (B) sixteen and twenty-six hundredths percent (16.26%) of the actual total Project costs, or (C) one hundred percent (100%) of the costs of the T.I.F.-Eligible Improvements; less

(ii) fifty percent (50%) of the Excess Profit.

Interest on the outstanding and unpaid principal of the City Note shall commence accrual and compounding (at the rate set forth in the City Note) on the date the City delivers the Certificate (and the City Note) to the Developer pursuant to Section 7 hereof. The interest rate for the City Note shall be set at its issuance date and shall not exceed the following per annum based on a three hundred sixty (360) day year:

the lesser of (i) nine percent (9.0%), or (ii) the interest rate for the ten (10) year Treasury Constant Maturities Notes as published in the Federal Reserve Statistical Release H-15 for the Closing Date or the next prior day for which such value is published plus two hundred seventy-five (275) basis points.

Any interest that has accrued under the City Note and remains unpaid following a scheduled payment date shall accrue interest per annum at the scheduled interest rate, but such interest on interest shall not be deemed to increase the principal of the City Note.

(d) Payment Obligations On City Note; Priority Of Payments. The payment obligation of the City on the City Note shall commence on the date the City delivers the Certificate (and the City Note) to the Developer pursuant to Section 7 hereof. Payments on the City Note, if any, shall be made once annually by the City on or about the next February 1 to occur following the City's receipt, not later than October 1 of the prior year, of a properly completed Requisition Form. Developer shall not tender any Requisition Form to the City prior to the issuance of the Certificate.

On each payment date, the City agrees to pay, on the City Note, in the manner and from the City Funds set forth below, the following amounts:

City Note	Source Of City Funds	Amount Of Payment
City Note	from Available Site G, Site H1 and Site I Project-Generated Incremental Taxes	all Available Site G, Site H1 and Site I Project-Generated Incremental Taxes

Payments on the City Note shall continue (including, if necessary, beyond the term of the corresponding debt service schedule) until the City Note is fully paid or

discharged, subject to the terms, conditions and limitations with respect thereto contained in the City Note and in this Agreement. Payments on the City Note shall first be applied to unpaid interest, if any, then to current interest, if any, and then to principal.

(e) Prepayment. The City may prepay, in whole or in part, the City Note at any time, but in the sequence and priority in which it becomes payable, using any Available Site G, Site H1 and Site I Project-Generated Incremental Taxes or other monies available to the City.

(f) Unavailability Of City Funds. The City is not obligated to pay principal of or interest on the City Note in any year in which there are no City Funds. If, at the end of the Term of the Agreement, any outstanding unpaid principal amount of and/or interest on the City Note exists (the "Outstanding Amount"), the Outstanding Amount shall be forgiven in full by the Developer, and the City shall have no obligation to pay the Outstanding Amount after the end of the Term of the Agreement.

4.04 Requisition Form.

After the issuance of the Certificate and thereafter throughout the earlier of (i) the Term of the Agreement or (ii) the date that the City Note has been paid in full under this Agreement, the Developer shall provide D.P.D. with a Requisition Form in the form set forth in (Sub)Exhibit F hereto, along with the documentation described therein, in order to request payments under the City Note. Such Requisition Form(s) shall contain as part thereof certifications as to continuing operations and compliance generally with this Agreement. Requisition Forms shall not be submitted more than once per calendar year (or as otherwise permitted by D.P.D.) and not later than October 1 of any given year. At the request of D.P.D., the Developer shall meet with D.P.D. to discuss any Requisition Form(s) delivered to D.P.D.

4.05 Treatment Of Prior Expenditures.

Only those expenditures made by the Developer with respect to the Project prior to the Closing Date, evidenced by documentation satisfactory to D.P.D. and approved by D.P.D. as satisfying costs covered in the Project Budget, shall be considered previously contributed Equity or Lender Financing hereunder (the "Prior Expenditures"). D.P.D. shall have the right, in its reasonable discretion, to disallow any such expenditure as a Prior Expenditure, but shall not make any such disallowance after the Project units have been conveyed to the C.H.A.. (Sub)Exhibit I hereto sets forth the prior expenditures approved by D.P.D. as of the date hereof as Prior Expenditures. Prior Expenditures made for items other than T.I.F.-Eligible Improvements shall not be reimbursed to the Developer, but shall reduce the amount of Equity and/or Lender Financing required to be contributed by the Developer pursuant to Section 4.01 hereof.

4.06 Cost Overruns.

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

4.07 Conditional Grant.

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

4.08 Cost Of Issuance.

The Developer shall be responsible for paying all costs relating to the issuance of the City Note, including costs relating to the opinion described in Section 5.09 hereof.

Section 5.

Conditions Precedent.

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

5.01 Project Budget.

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

5.02 Scope Drawings And Plans And Specifications.

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

5.03 Other Governmental Approvals.

The Developer has secured all other necessary approvals and permits required by any state, federal, or local statute, ordinance or regulation and has submitted evidence thereof to D.P.D.

5.04 Financing.

The Developer has furnished proof reasonably acceptable to the City that the Developer has Equity and Lender Financing in the amounts set forth in Section 4.01 hereof to complete the Project and satisfy its obligations under this Agreement. If a portion of such funds consists of Lender Financing, the Developer has furnished proof as of the Closing Date that the proceeds thereof are available to be drawn upon by the Developer as needed and are sufficient (along with the Equity set forth in Section 4.01) to complete the Project. The Developer has delivered to D.P.D. a copy of the construction escrow agreement entered into by the Developer regarding the Lender Financing. Any liens against the Property in existence at the Closing Date have been subordinated to certain encumbrances of the City set forth herein pursuant to a Subordination Agreement, in a form acceptable to the City such as the form set forth in (Sub)Exhibit O hereto, executed on or prior to the Closing Date, which is to be recorded, at the expense of the Developer, with the Office of the Recorder of Deeds of Cook County.

5.05 Acquisition And Title.

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

5.06 Evidence Of Clean Title.

The Developer, at its own expense, has provided the City with searches under the Developer's name ("Kingsbury Larrabee, L.L.C.") as follows:

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

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

5.07 Surveys.

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

5.08 Insurance.

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

5.09 Opinion Of The Developer's Counsel.

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

5.10 Evidence Of Prior Expenditures.

The Developer has provided evidence satisfactory to D.P.D. in its sole discretion of the Prior Expenditures in accordance with the provisions of Section 4.05 hereof.

5.11 Financial Statements.

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

5.12 M.B.E./W.B.E.; Prevailing Wage.

Documentation with respect to current information requested under Sections 8.07 and 8.09 herein.

5.13 Environmental.

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

5.14 Corporate Documents; Economic Disclosure Statement.

The Developer has provided a copy of its Articles of Organization containing the original certification of the Secretary of State of its state of organization; certificates of good standing from the Secretary of State of its state of organization and all other states in which the Developer is qualified to do business; a secretary's certificate in such form and substance as the Corporation Counsel may require; operating agreement of the entity; and such other corporate and organizational documentation as the City has requested. The Developer has provided to the City an Economic Disclosure Statement, in the City's then current form, recertified as of the Closing Date.

5.15 Litigation.

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

5.16 Documents Concerning Sale Of The C.H.A. And Affordable Units.

Copies of all then-executed purchase and sale documents for any of the twelve (12) C.H.A. Units and the eleven (11) Affordable Units.

5.17 Agreement With General Contractor.

A copy of the executed agreement with the General Contractor.

5.18 M.O.P.D. Approval.

Evidence that the City's Mayor's Office for People with Disabilities ("M.O.P.D.") has reviewed and approved the Plans and Specifications.

Section 6.

Agreements With Contractors.

6.01 Bid Requirement For General Contractor And Subcontractors.

The Developer has executed contracts with the General Contractor.

6.02 Construction Contracts.

The Developer shall deliver to D.P.D. copies of any Construction Contracts certified by the Developer as being true and accurate, together with any modifications, amendments or supplements thereto.

6.03 Performance And Payment Bonds.

For any work in the public way, the Developer shall require that its contractors be bonded for its performance and payment of such work by sureties having an AA rating or better using American Institute of Architect's Form Number A311 or its equivalent, or as set forth on (Sub)Exhibit P hereto. The City shall be named as obligee or co-obligee on such bond.

6.04 Employment Opportunity.

The Developer has contractually obligated and caused the General Contractor and each subcontractor to agree to the provisions of Section 10 hereof.

6.05 Other Provisions.

In addition to the requirements of this Section 6, the Construction Contract and each contract with any subcontractor shall contain provisions required pursuant

to Section 3.04 (Change Orders), Section 8.09 (Prevailing Wage), Section 10.01(e) (Employment Opportunity), Section 10.02 (City Resident Employment Requirement), Section 10.03 (M.B.E./W.B.E. Requirements, as applicable), Section 12 (Insurance) and Section 14.01 (Books and Records) hereof. Photocopies of all new contracts or subcontracts entered or to be entered into in connection with the T.I.F.-Eligible Improvements shall be provided to D.P.D. within five (5) business days of the execution thereof.

Section 7.

Completion Of Construction Or Rehabilitation.

7.01 Certificate Of Completion Of Construction.

Upon completion of the construction of the Project in accordance with the terms of this Agreement, including but not limited to:

(a) completion of the Project in accordance with Recital D hereof and the Plans and Specifications, and within the time period set forth in Section 3.01 hereof (subject to force majeure as set forth in Section 18.17 hereof);

(b) received a certificate of occupancy from the City Buildings Department or such other evidence of compliance with building permit requirements as is acceptable to D.P.D.;

(c) submitted proof that the amount of T.I.F.-Eligible Improvements made or incurred equals or exceeds the issuance value of the City Note;

(d) paid the City the full monetary penalty for failure to meet the City residency requirements of this Agreement;

(e) fulfillment of all progress reports requirements set forth in Section 8.07 hereof;

(f) fulfilled the public benefits program requirement set forth in (Sub)Exhibit N hereof;

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

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

- (i) there exists neither an Event of Default which is continuing nor a condition or event which, with the giving of notice or passage of time or both, would constitute an Event of Default;
- (j) full compliance with the prevailing wage provisions of Section 8.09 and the employment provisions of Section 10;
- (k) full compliance with the L.E.E.D.-Certified and Green Roof requirements;
- (l) the completion of the Excess Profit calculations set forth in Section 4.03(b);
- (m) the completion of the sale of the twelve (12) C.H.A. Units to the C.H.A.; and
- (n) the completion of the initial sale of all eleven (11) Affordable Units and the providing to D.P.D. of a copy of all eleven (11) recorded recapture mortgages showing full compliance with the provisions of Section 8.21;

and upon the Developer's written request, D.P.D. shall issue to the Developer a Certificate in recordable form certifying that the Developer has fulfilled its obligation to complete the Project in accordance with the terms of this Agreement. D.P.D. shall respond to the Developer's written request for a Certificate within forty-five (45) days by issuing either a Certificate or a written statement detailing the ways in which the Project does not conform to this Agreement or has not been satisfactorily completed, and the measures which must be taken by the Developer in order to obtain the Certificate. The Developer may resubmit a written request for a Certificate upon completion of such measures.

7.02 Effect Of Issuance of Certificate; Continuing Obligations.

The Certificate relates only to the construction of the Project and the fulfillment of the other obligations set forth in Section 7.01, and upon its issuance, the City will certify that the terms of the Agreement specifically related to the Developer's obligation to complete such activities have been satisfied. After the issuance of a Certificate, however, all executory terms and conditions of this Agreement and all representations and covenants contained herein will continue to remain in full force and effect throughout the Term of the Agreement as to the parties described in the following paragraph, and the issuance of the Certificate shall not be construed as a waiver by the City of any of its rights and remedies pursuant to such executory terms.

Those covenants specifically described at Sections 8.02 and 8.21 as covenants that run with the land are the only covenants in this Agreement intended to be binding upon any transferee of the Property (including an assignee as described in the following sentence) throughout the Term of the Agreement notwithstanding the issuance of a Certificate; provided, that upon the issuance of a Certificate, the

covenants set forth in Section 8.02 shall be deemed to have been fulfilled. The other executory terms of this Agreement that remain after the issuance of a Certificate shall be binding only upon the Developer or a permitted assignee of the Developer who, pursuant to Section 18.15 of this Agreement, has contracted to take an assignment of the Developer's rights under this Agreement and assume the Developer's liabilities hereunder.

7.03 Failure To Complete.

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

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

(b) the right (but not the obligation) to complete those T.I.F.-Eligible Improvements that are public improvements and to pay for the costs of T.I.F.-Eligible Improvements (including interest costs) out of City Funds or other City monies. In the event that the aggregate cost of completing the T.I.F.-Eligible Improvements exceeds the amount of City Funds available pursuant to Section 4.03, the Developer shall reimburse the City for all reasonable costs and expenses incurred by the City in completing such T.I.F.-Eligible Improvements in excess of the available City Funds; and

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

7.04 Notice Of Expiration Of Term Of Agreement.

Upon the expiration of the Term of the Agreement, D.P.D. shall provide the Developer, at the Developer's written request, with a written notice in recordable form stating that the Term of the Agreement has expired.

Section 8.

Covenants/Representations/Warranties Of The Developer.

8.01 General.

The Developer represents, warrants and covenants, as of the date of this Agreement and as of the date of each disbursement of City Funds hereunder, that:

(a) the Developer is a Delaware limited liability company duly organized, validly existing, qualified to do business in its state of organization and in Illinois, and licensed to do business in any other state where, due to the nature of its activities or properties, such qualification or license is required;

(b) the Developer has the right, power and authority to enter into, execute, deliver and perform this Agreement;

(c) the execution, delivery and performance by the Developer of this Agreement has been duly authorized by all necessary action, and does not and will not violate its Articles of Organization or operating agreement as amended and supplemented, any applicable provision of law, or constitute a breach of, default under or require any consent under any agreement, instrument or document to which the Developer is now a party or by which the Developer is now or may become bound;

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

(e) the Developer is now and for the Term of the Agreement shall remain solvent and able to pay its debts as they mature;

(f) there are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, threatened or affecting the Developer which would impair its ability to perform under this Agreement;

(g) the Developer has and shall maintain all government permits, certificates and consents (including, without limitation, appropriate environmental approvals) necessary to conduct its business and to construct, complete and operate the Project;

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

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

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

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

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

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

8.02 Covenant To Redevelop.

Upon D.P.D.'s approval of the Project Budget, the Scope Drawings and Plans and Specifications as provided in Sections 3.02 and 3.03 hereof, and the Developer's

receipt of all required building permits and governmental approvals, the Developer shall complete the Project in accordance with this Agreement and all exhibits attached hereto, the T.I.F. Ordinances, the T.I.F. Bond Ordinance, the Scope Drawings, Plans and Specifications, Project Budget and all amendments thereto, and all federal, state and local laws, ordinances, rules, regulations, executive orders and codes applicable to the Project, the Property and/or the Developer. The covenants set forth in this section shall run with the land and be binding upon any transferee, but shall be deemed satisfied upon issuance by the City of the Certificate with respect thereto.

In addition, the Developer shall, not later than twelve (12) months after the Closing Date, make the completed C.H.A. Units available for sale to the City or to a party to be designated by the City (e.g., the C.H.A.) and, once such availability occurs, the Developer shall, upon request by the City, convey or cause to be conveyed to the City or to the party designated by the City the twelve (12) units comprising the completed C.H.A. Units.

8.03 Redevelopment Plan.

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

8.04 Use of City Funds.

City Funds disbursed to the Developer shall be used by the Developer solely to pay for (or to reimburse the Developer for its payment for) the T.I.F.-Eligible Improvements as provided in this Agreement.

8.05 Other Bonds

The Developer shall, at the request of the City, agree to any reasonable amendments to this Agreement that are necessary or desirable in order for the City to issue (in its sole discretion) any additional bonds in connection with either of the Near North Redevelopment Area, the proceeds of which may be used to reimburse the City for expenditures made in connection with, or provide a source of funds for the payment for, the TIF-Eligible Improvements (the "Other Bonds"); provided, however, that any such amendments shall not have a material adverse effect on the Developer or the Project. The Developer shall, at the Developer's expense, cooperate and provide reasonable assistance in connection with the marketing of any such Other Bonds, including but not limited to providing written descriptions of the Project, making representations, providing information regarding its financial condition and assisting the City in preparing an offering statement with respect thereto.

8.06 Job Creation And Retention; Covenant To Remain In The City.

[Not applicable]

8.07 Employment Opportunity; Progress Reports.

The Developer covenants and agrees to abide by, and contractually obligate and use reasonable efforts to cause the General Contractor and each subcontractor to abide by the terms set forth in Section 10 hereof. The Developer shall deliver to the City written progress reports detailing compliance with the requirements of Sections 8.09, 10.02 and 10.03 of this Agreement. Such reports shall be delivered to the City when the Project is one hundred percent (100%) completed (based on the amount of expenditures incurred in relation to the Project Budget). If any such reports indicate a shortfall in compliance, the Developer shall also deliver a plan to D.P.D. which shall outline, to D.P.D.'s satisfaction, the manner in which the Developer shall correct any shortfall.

8.08 Employment Profile.

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

8.09 Prevailing Wage.

If applicable pursuant to Illinois law, the parties agree that prevailing wages (820 ILCS 130/1, et seq.) apply to the Project.

8.10 Arms-Length Transactions.

Unless D.P.D. has given its prior written consent with respect thereto, no Affiliate of the Developer may receive any portion of City Funds, directly or indirectly, in payment for work done, services provided or materials supplied in connection with any T.I.F.-Eligible Improvement. The Developer shall provide information with respect to any entity to receive City Funds directly or indirectly (whether through payment to the Affiliate by the Developer and reimbursement to the Developer for such costs using City Funds, or otherwise), upon D.P.D.'s request, prior to any such disbursement. Notwithstanding the foregoing, the City hereby consents to the following Affiliates of the Developer receiving a portion of City Funds: (i) The RJ Group, Ltd.; (ii) LaRon Construction Company; (iii) EDC Development, L.L.C.; and (iv) member entities of Kingsbury Larrabee, L.L.C.

8.11 Conflict Of Interest.

Pursuant to Section 5/11-74.4-4(n) of the Act, the Developer represents, warrants and covenants that, to the best of its knowledge, no member, official or employee of the City, or of any commission or committee exercising authority over the Project, the Redevelopment Area or the Redevelopment Plan, or any consultant hired by the City or the Developer with respect thereto, owns or controls, has owned or controlled or will own or control any interest, and no such person shall represent any person, as agent or otherwise, who owns or controls, has owned or controlled, or will own or control any interest, direct or indirect, in the Developer's business, the Property or any other property in the Redevelopment Area.

8.12 Disclosure Of Interest.

The Developer's counsel has no direct or indirect financial ownership interest in the Developer, the Property or any other aspect of the Project.

8.13 Financial Statements.

The Developer shall obtain and provide to D.P.D. Financial Statements for the Developer's fiscal year ended 2005 and each fiscal year thereafter for the Term of the Agreement or until the entirety of the Project has been sold to one or more residential buyers acceptable to the City, whichever is earlier. In addition, the Developer shall submit unaudited financial statements as soon as reasonably practical following the close of each fiscal year and for such other periods as D.P.D. may request.

8.14 Insurance.

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

8.15 Non-Governmental Charges.

(a) Payment Of Non-Governmental Charges. Until the entirety of the Project has been sold to one or more residential buyers, except for the Permitted Liens, the Developer agrees to pay or cause to be paid when due any Non-Governmental Charge assessed or imposed upon the Project, the Property or any fixtures that are or may become attached thereto, which creates, may create, or appears to create a lien upon all or any portion of the Property or Project; provided however, that if such Non-Governmental Charge may be paid in installments, the Developer may pay the same together with any accrued interest thereon in installments as they become due and before any fine, penalty, interest, or cost may be added thereto for nonpayment.

The Developer shall furnish to D.P.D., within thirty (30) days of D.P.D.'s request, official receipts from the appropriate entity, or other proof satisfactory to D.P.D., evidencing payment of the Non-Governmental Charge in question.

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

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

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

8.16 Developer's Liabilities.

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

8.17 Compliance With Laws.

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

8.18 Recording And Filing.

The Developer shall cause this Agreement, certain exhibits (as specified by Corporation Counsel), all amendments and supplements hereto to be recorded and

filed against the Property on the date hereof in the conveyance and real property records of the county in which the Project is located. This Agreement shall be recorded prior to any mortgage made in connection with Lender Financing or, if one or more such mortgages exist, then a Subordination Agreement, in a form acceptable to the City such as the form set forth in (Sub)Exhibit O hereto, shall be executed on or prior to the Closing Date and recorded, at the expense of the Developer, with the Office of the Recorder of Deeds of Cook County. Upon recording, the Developer shall immediately transmit to the City an executed original of this Agreement showing the date and recording number of record.

8.19 Real Estate Provisions.

(a) Governmental Charges.

(i) Payment Of Governmental Charges. Until the entirety of the Project has been sold to one or more residential buyers, the Developer agrees to pay or cause to be paid when due all Governmental Charges (as defined below) which are assessed or imposed upon the Developer, the Property or the Project, or become due and payable, and which create, may create, or appear to create a lien upon the Developer or all or any portion of the Property or the Project. "Governmental Charge" shall mean all federal, State, county, the City, or other governmental (or any instrumentality, division, agency, body, or department thereof) taxes, levies, assessments, charges, liens, claims or encumbrances (except for those assessed by foreign nations, states other than the State of Illinois, counties of the State other than Cook County, and municipalities other than the City) relating to the Developer, the Property or the Project including but not limited to real estate taxes.

(ii) Right To Contest. The Developer has the right before any delinquency occurs to contest or object in good faith to the amount or validity of any Governmental Charge by appropriate legal proceedings properly and diligently instituted and prosecuted in such manner as shall stay the collection of the contested Governmental Charge and prevent the imposition of a lien or the sale or forfeiture of the Property. No such contest or objection shall be deemed or construed in any way as relieving, modifying or extending the Developer's covenants to pay any such Governmental Charge at the time and in the manner provided in this Agreement unless the Developer has given prior written notice to D.P.D. of the Developer's intent to contest or object to a Governmental Charge and, unless, at D.P.D.'s sole option,

(i) the Developer shall demonstrate to D.P.D.'s satisfaction that legal proceedings instituted by the Developer contesting or objecting to a Governmental Charge shall conclusively operate to prevent or remove a lien against, or the sale or forfeiture of, all or any part of the Property to satisfy such Governmental Charge prior to final determination of such proceedings; and/or

(ii) the Developer shall furnish a good and sufficient bond or other security satisfactory to D.P.D. in such form and amounts as D.P.D. shall require, or a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of any such sale or forfeiture of the Property during the pendency of such contest, adequate to pay fully any such contested Governmental Charge and all interest and penalties upon the adverse determination of such contest.

(b) Developer's Failure To Pay Or Discharge Lien. If the Developer fails to pay any Governmental Charge or to obtain discharge of the same, the Developer shall advise D.P.D. thereof in writing, at which time D.P.D. may, but shall not be obligated to, and without waiving or releasing any obligation or liability of the Developer under this Agreement, in D.P.D.'s sole discretion, make such payment, or any part thereof, or obtain such discharge and take any other action with respect thereto which D.P.D. deems advisable. All sums so paid by D.P.D., if any, and any expenses, if any, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be promptly disbursed to D.P.D. by the Developer. Notwithstanding anything contained herein to the contrary, this paragraph shall not be construed to obligate the city to pay any such Governmental Charge. Additionally, if the Developer fails to pay any Governmental Charge, the City, in its sole discretion, may require the Developer to submit to the City audited Financial Statements at the Developer's own expense.

8.20 Adaptable Housing.

Approximately twenty percent (20%) of the C.H.A. Units will be adaptable, all of which can be made fully accessible to accommodate people with disabilities. All affordability and adaptability requirements set forth above will be maintained for the entire Term of this Agreement.

8.21 Affordable Housing Covenant.

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

(i) eleven (11) of the Project's dwelling units (which, along with the twelve (12) C.H.A. Units, total greater than twenty percent (20%) of the dwelling units comprising the Project) will be or have been sold by Developer at initial base purchase prices not greater than those shown in the table below (which prices have already been approved by the City's Department of Housing) to buyers whose annual income does not exceed one hundred percent (100%) of the median income of the correspondingly-sized household in the City as determined from time to time by the City's Department of Housing ("Affordable Units"):

Number Of Units	Unit Configuration	Affordable Initial Sale Price
3	1 bedroom, 1 bath; 909 square feet; 2 nd floor; 1 parking space	\$138,300
3	1 bedroom; 1 bath; 909 square feet; 3 rd floor; 1 parking space	\$137,500
3	1 bedroom; 1 bath; 909 square feet; 4 th floor; 1 parking space	\$136,800
2	1 bedroom; 1 bath; 909 square feet; 4 th and 5 th floors; 1 parking space	\$135,900

[above prices subject to adjustment prior to Closing Date
if the H.U.D. A.M.I. guideline for the area changes]

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

(iii) it will ensure that a photocopy of each of the eleven (11) recorded recapture mortgages is provided to D.P.D. promptly upon the closing of each initial sale of each Affordable Unit.

(b) The covenants set forth in this Section 8.21 shall run with the land and be binding upon any transferee.

(c) The Developer acknowledges and agrees that any default under this Section 8.21, in addition to triggering an Event of Default under this Agreement, may also be an event of default under the City's Affordable Housing Ordinance, Section 2-44-090 of the Municipal Code of Chicago, and may result in the City's assessment of Affordable Housing Opportunity Fund fees (as defined in that ordinance) of One Hundred Thousand Dollars (\$100,000) per Affordable Unit not completed as set forth herein.

8.22 Public Benefits Program.

The Developer shall, prior to the issuance of the Certificate, undertake and complete the public benefits program described on (Sub)Exhibit N hereto. On a semi-annual

basis commencing the half-year following the Closing Date and running through the issuance of the Certificate, the Developer shall provide the City a status report describing in detail the Developer's progress on the public benefits program.

8.23 Survival Of Covenants.

All warranties, representations, covenants and agreements of the Developer contained in this Section 8 and elsewhere in this Agreement shall be true, accurate and complete at the time of the Developer's execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto and (except as provided in Section 7 hereof upon the issuance of a Certificate) shall be in effect throughout the Term of the Agreement.

Section 9.

Covenants/Representations/Warranties Of City.

9.01 General Covenants.

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

9.02 Survival Of Covenants.

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

Section 10.

Developer's Employment Obligations.

10.01 Employment Opportunity.

The Developer, on behalf of itself and its successors and assigns, hereby agrees, and shall contractually obligate its or their various contractors, subcontractors or any

Affiliate of the Developer operating on the Property (collectively, with the Developer, the "Employers" and individually an "Employer") to agree, that for the Term of this Agreement with respect to Developer and during the period of any other party's provision of services in connection with the construction of the Project or occupation of the Property:

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

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

(c) Each Employer shall comply with all federal, state and local equal employment and affirmative action statutes, rules and regulations, including but not limited to the City's Human Rights Ordinance and the Illinois Human Rights Act, 775 ILCS 5/1-101, et seq. (1993), and any subsequent amendments and regulations promulgated thereto.

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

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

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

10.02 City Resident Construction Worker Employment Requirement.

The Developer agrees for itself and its successors and assigns, and shall contractually obligate its General Contractor and shall cause the General Contractor to contractually obligate its subcontractors, as applicable, to agree, that during the construction of the Project they shall comply with the minimum percentage of total worker hours performed by actual residents of the City as specified in Section 2-92-330 of the Municipal Code of Chicago (at least fifty percent (50%) of the total worker hours worked by persons on the site of the Project shall be performed by actual residents of the City); provided, however, that in addition to complying with this percentage, the Developer, its General Contractor and each subcontractor shall be required to make good faith efforts to utilize qualified residents of the City in both unskilled and skilled labor positions.

The Developer may request a reduction or waiver of this minimum percentage level of Chicagoans as provided for in Section 2-92-330 of the Municipal Code of Chicago in accordance with standards and procedures developed by the Chief Procurement Officer of the City.

“Actual residents of the City” shall mean persons domiciled within the City. The domicile is an individual’s one and only true, fixed and permanent home and principal establishment.

The Developer, the General Contractor and each subcontractor shall provide for the maintenance of adequate employee residency records to show that actual Chicago residents are employed on the Project. Each Employer shall maintain copies of personal documents supportive of every Chicago employee’s actual record of residence.

Weekly certified payroll reports (United States Department of Labor Form WH-347 or equivalent) shall be submitted to the Commissioner of D.P.D. in triplicate, which shall identify clearly the actual residence of every employee on each submitted certified payroll. The first time that an employee’s name appears on a payroll, the date that the Employer hired the employee should be written in after the employee’s name.

The Developer, the General Contractor and each subcontractor shall provide full access to their employment records to the Chief Procurement Officer, the Commissioner of D.P.D., the Superintendent of the Chicago Police Department, the Inspector General or any duly authorized representative of any of them. The Developer, the General Contractor and each subcontractor shall maintain all relevant personnel data and records for a period of at least three (3) years after final acceptance of the work constituting the Project.

At the direction of D.P.D., affidavits and other supporting documentation will be required of the Developer, the General Contractor and each subcontractor to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.

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

When work at the Project is completed, in the event that the City has determined that the Developer has failed to ensure the fulfillment of the requirement of this section concerning the worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this section. Therefore, in such a case of noncompliance, it is agreed that one-twentieth of one percent (0.0005) of the aggregate hard construction costs set forth in the Project budget (the product of .0005 x such aggregate hard construction costs) (as the same shall be evidenced by approved contract value for the actual contracts) shall be surrendered by the Developer to the City in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly shall result in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the categories. The willful falsification of statements and the certification of payroll data may subject the Developer, the General Contractor and/or the subcontractors to prosecution. Any retainage to cover contract performance that may become due to the Developer pursuant to Section 2-92-250 of the Municipal Code of Chicago may be withheld by the City pending the Chief Procurement Officer's determination as to whether the Developer must surrender damages as provided in this paragraph.

Nothing herein provided shall be construed to be a limitation upon the "Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity, Executive Order 11246" and "Standard Federal Equal Employment Opportunity, Executive Order 11246", or other affirmative action required for equal opportunity under the provisions of this Agreement or related documents.

The Developer shall cause or require the provisions of this Section 10.02 to be included in all construction contracts and subcontracts related to the Project.

10.03 M.B.E./W.B.E. Commitment.

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

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

(1) At least twenty-four percent (24%) by M.B.E.s.

(2) At least four percent (4%) by W.B.E.s.

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

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

(d) The Developer shall deliver quarterly reports to the City's monitoring staff during the Project describing its efforts to achieve compliance with this M.B.E./W.B.E. commitment. Such reports shall include, inter alia, the name and business address of each M.B.E. and W.B.E. solicited by the Developer or the General Contractor to work on the Project, and the responses received from such solicitation, the name and business address of each M.B.E. or W.B.E. actually involved in the Project, a description of the work performed or products or services supplied, the date and amount of such work, product or service, and such other information as may assist the City's monitoring staff in determining the Developer's compliance with this M.B.E./W.B.E. commitment. The Developer shall maintain records of all relevant data with respect to the utilization of M.B.E.s and W.B.E.s in connection with the Project for at least five (5) years after completion of the Project, and the City's monitoring staff shall have access to all such records maintained by the Developer, on five (5) business days notice, to allow the City to review the Developer's compliance with its commitment to M.B.E./W.B.E. participation and the status of any M.B.E. or W.B.E. performing any portion of the Project.

(e) Upon the disqualification of any M.B.E. or W.B.E. General Contractor or subcontractor, if such status was misrepresented by the disqualified party, the Developer shall be obligated to discharge or cause to be discharged the disqualified General Contractor or subcontractor, and, if possible, identify and engage a qualified M.B.E. or W.B.E. as a replacement. For purposes of this subsection (e), the disqualification procedures are further described in Sections 2-92-540 and 2-92-730, Municipal Code of Chicago, as applicable.

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

(g) Prior to the commencement of the Project, the Developer shall be required to meet with the City's monitoring staff with regard to the Developer's compliance with its obligations under this Section 10.03. The General Contractor and all major subcontractors shall be required to attend this pre-construction meeting. During said meeting, the Developer shall demonstrate to the City's monitoring staff its plan to achieve its obligations under this Section 10.03, the sufficiency of which shall be approved by the City's monitoring staff. During the Project, the Developer shall submit the documentation required by this Section 10.03 to the City's monitoring staff, including the following: (i) subcontractor's activity report; (ii) contractor's certification concerning labor standards and prevailing wage requirements; (iii) contractor letter of understanding; (iv) monthly utilization report; (v) authorization for payroll agent; (vi) certified payroll; (vii) evidence that M.B.E./W.B.E. contractor associations have been informed of the Project via written notice and hearings; and (viii) evidence of compliance with job creation/job retention requirements. Failure to submit such documentation on a timely basis, or a determination by the City's monitoring staff, upon analysis of the documentation, that the Developer is not complying with its obligations under this Section 10.03, shall, upon the delivery of

written notice to the Developer, be deemed an Event of Default. Upon the occurrence of any such Event of Default, in addition to any other remedies provided in this Agreement, the City may: (1) withhold any further payment of any City Funds to the Developer or the General Contractor, or (2) seek any other remedies against the Developer available at law or in equity.

Section 11.

Environmental Matters.

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

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

Section 12.

Insurance.

The Developer must provide and maintain, at Developer's own expense, or cause to be provided and maintained during the term of this Agreement, or until the entirety

of the Project has been sold to one or more residential buyers acceptable to the City, whichever comes first (or as otherwise specified below), the insurance coverage and requirements specified below, insuring all operations related to the Agreement.

A. Prior To Execution And Delivery Of This Agreement:

1) Workers' Compensation And Employer's Liability.

Workers' Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work under this Agreement and Employer's Liability coverage with limits of not less than One Hundred Thousand Dollars (\$100,000) each accident, illness or disease.

2) Commercial General Liability (Primary And Umbrella).

Commercial General Liability Insurance or equivalent with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: all premises and operations, products/completed operations independent contractors, separation of insureds, defense and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, noncontributory basis for any liability arising directly or indirectly from the work.

3) All Risk Property.

All Risk Property Insurance at replacement value of the property to protect against loss of, damage to, or destruction of the building/facility. The City is to be named as an additional insured and loss payee/mortgagee if applicable.

B. Construction.

Prior to the construction of any portion of the Project, Developer will cause its architects, contractors, subcontractors, project managers and other parties constructing the Project to procure and maintain the following kinds and amounts of insurance:

1) Workers' Compensation And Employer's Liability.

Workers' Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work under this Agreement and Employer's Liability coverage with limits of not less than Five Hundred Thousand Dollars (\$500,000) each accident, illness or disease.

2) Commercial General Liability (Primary And Umbrella).

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

3) Automobile Liability (Primary And Umbrella).

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

4) Railroad Protective Liability.

When any work is to be done adjacent to or on railroad or transit property, Developer must provide cause to be provided with respect to the operations that Contractors perform, Railroad Protective Liability Insurance in the name of railroad or transit entity. The policy must have limits of not less than Two Million Dollars (\$2,000,000) per occurrence and Six Million Dollars (\$6,000,000) in the aggregate for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof.

5) All Risk/Builders Risk.

When Developer undertakes any construction, including improvements, betterments, and/or repairs, the Developer must provide or cause to be provided All Risk Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the project. The City of Chicago is to be named as an additional insured and loss payee/mortgagee if applicable.

6) Professional Liability.

When any architects, engineers, construction managers or other professional consultants perform work in connection with this Agreement,

Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than One Million Dollars (\$1,000,000). Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

C. Post Construction.

All Risk Property Insurance at replacement value of the property to protect against loss of, damage to, or destruction of the building/facility. The City is to be named as an additional insured and loss payee/mortgagee if applicable.

Other Requirements:

The Developer must furnish the City of Chicago, Department of Planning and Development, City Hall, Room 1000, 121 North LaSalle Street 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. The Developer must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached) or equivalent prior to closing. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the City to obtain certificates or other insurance evidence from Developer is not a waiver by the City of any requirements for the Developer to obtain and maintain the specified coverages. The Developer shall advise all insurers of the Agreement provisions regarding insurance. Nonconforming insurance does not relieve Developer of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to stop work and/or terminate agreement until proper evidence of insurance is provided.

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

Any deductibles or self insured retentions on referenced insurance coverages must be borne by Developer and Contractors.

The Developer hereby waives and agrees to require their insurers to waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents or representatives.

The coverages and limits furnished by Developer in no way limit the Developer's liabilities and responsibilities specified within the Agreement or by law.

Any insurance or self insurance programs maintained by the City of Chicago do not contribute with insurance provided by the Developer under the Agreement.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

If Developer is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

The Developer must require Contractor and subcontractors to provide the insurance required herein, or Developer may provide the coverages for Contractor and subcontractors. All Contractors and subcontractors are subject to the same insurance requirements of Developer unless otherwise specified in this Agreement.

If Developer, any Contractor or subcontractor desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

The City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

Section 13.

Indemnification.

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

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

(ii) the Developer's or any contractor's failure to pay General Contractors, subcontractors or materialmen in connection with the T.I.F.-Eligible Improvements or any other Project improvement; or

(iii) the existence of any material misrepresentation or omission in this Agreement, any offering memorandum or information statement or the Redevelopment Plan or any other document related to this Agreement that is the result of information supplied or omitted by the Developer or any Affiliate Developer or any agents, employees, contractors or persons acting under the control or at the request of the Developer or any Affiliate of Developer; or

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

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

Section 14.

Maintaining Records/Right To Inspect.

14.01 Books And Records.

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

14.02 Inspection Rights.

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

Section 15.

Default And Remedies.

15.01 Events Of Default.

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

(a) the failure of the Developer to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Developer under this Agreement (including the failure to complete all the Affordable Units covenants set forth in Section 8.21) or any related agreement;

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

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

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

(e) the commencement of any proceedings in bankruptcy by or against the Developer or for the liquidation or reorganization of the Developer, or alleging that the Developer is insolvent or unable to pay its debts as they mature, or for the readjustment or arrangement of the Developer's debts, whether under the United States Bankruptcy Code or under any other state or federal law, now or hereafter

existing for the relief of debtors, or the commencement of any analogous statutory or non-statutory proceedings involving the Developer; provided, however, that if such commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such proceedings are not dismissed within sixty (60) days after the commencement of such proceedings;

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

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

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

(i) until the entirety of the Project has been sold to one or more residential buyers acceptable to the City, the dissolution of the Developer or the death of any natural person who owns a material interest in the Developer;

(j) until the entirety of the Project has been sold to one or more residential buyers acceptable to the City, the institution in any court of a criminal proceeding (other than a misdemeanor) against the Developer or any natural person who owns a material interest in the Developer, which is not dismissed within thirty (30) days, or the indictment of the Developer or any natural person who owns a material interest in the Developer, for any crime (other than a misdemeanor); or

(k) prior to the issuance of the Certificate, the sale or transfer of any of the ownership interests of the Developer without the prior written consent of the City.

For purposes of Sections 15.01(i) and 15.01(j) hereof, a person with a material interest in the Developer shall be one owning in excess of ten percent (10%) of the Developer's membership interests.

15.02 Remedies.

Upon the occurrence of an Event of Default, the City may terminate this Agreement and all related agreements, and may suspend disbursement of City Funds or suspend any increase in the principal amount of the City Note otherwise

due. The City may, in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure any available remedy, including but not limited to injunctive relief or the specific performance of the agreements contained herein.

15.03 Curative Period.

In the event the Developer shall fail to perform a monetary covenant which the Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless the Developer has failed to perform such monetary covenant within ten (10) days of its receipt of a written notice from the City specifying that it has failed to perform such monetary covenant. In the event the Developer shall fail to perform a non-monetary covenant which the Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless the Developer has failed to cure such default within thirty (30) days of its receipt of a written notice from the City specifying the nature of the default; provided, however, with respect to those non-monetary defaults which are not capable of being cured within such thirty (30) day period, the Developer shall not be deemed to have committed an Event of Default under this Agreement if it has commenced to cure the alleged default within such thirty (30) day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

Section 16.

Mortgaging Of The Project.

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

(a) In the event that a mortgagee or any other party shall succeed to the Developer's interest in the Property or any portion thereof pursuant to the exercise

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

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

(c) Prior to the issuance by the City to the Developer of a Certificate pursuant to Section 7 hereof, no New Mortgage shall be executed with respect to the Property or any portion thereof without the prior written consent of the Commissioner of D.P.D.

(d) Notwithstanding the foregoing, any purchaser of a condominium unit or units in the Project may place a mortgage on such unit or units without the consent of the City.

Section 17.

Notice

Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth below, by any of the following

means: (a) personal service; (b) telecopy or facsimile; (c) overnight courier, or (d) registered or certified mail, return receipt requested.

If To The City:

City of Chicago
Department of Planning and
Development
121 North LaSalle Street, Room 1000
Chicago, Illinois 60602
Attention: Commissioner

with copies to:

City of Chicago
Department of Law
Finance and Economic Development
Division
121 North LaSalle Street, Room 600
Chicago, Illinois 60602

If To The Developer:

Kingsbury Larrabee, L.L.C.
in care of The Enterprise Companies
600 West Chicago Avenue, Suite 750
Chicago, Illinois 60610

with copies to:

David A. Grossberg
Schiff Hardin L.L.P.
6600 Sears Tower
Chicago, Illinois 60606

Such addresses may be changed by notice to the other parties given in the same manner provided above. Any notice, demand, or request sent pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch. Any notice, demand or request sent pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier and any notices, demands or requests sent pursuant to subsection (d) shall be deemed received two (2) business days following deposit in the mail.

Section 18.

Miscellaneous.

18.01 Amendment.

This Agreement and the exhibits attached hereto may not be amended or modified

without the prior written consent of the parties hereto; provided, however, that the City, in its sole discretion, may amend, modify or supplement (Sub)Exhibit D hereto without the consent of any party hereto. It is agreed that no material amendment or change to this Agreement shall be made or be effective unless ratified or authorized by an ordinance duly adopted by the City Council. The term "material" for the purpose of this Section 18.01 shall be defined as any deviation from the terms of the Agreement which operates to cancel or otherwise reduce any developmental, housing, construction or job-creating obligations of Developer (including those set forth in Sections 8.21, 10.02 and 10.03 hereof) by more than five percent (5%) or materially changes the Project site or character of the Project or any activities undertaken by Developer affecting the Project site, the Project, or both, or increases any time agreed for performance by the Developer by more than ninety (90) days.

18.02 Entire Agreement.

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

18.03 Limitation Of Liability.

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

18.04 Further Assurances.

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

18.05 Waiver.

Waiver by the City or the Developer with respect to any breach of this Agreement shall not be considered or treated as a waiver of the rights of the respective party with respect to any other default or with respect to any particular default, except to the extent specifically waived by the City or the Developer in writing. No delay or omission on the part of a party in exercising any right shall operate as a waiver

of such right or any other right unless pursuant to the specific terms hereof. A waiver by a party of a provision of this Agreement shall not prejudice or constitute a waiver of such party's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by a party, nor any course of dealing between the parties hereto, shall constitute a waiver of any such parties' rights or of any obligations of any other party hereto as to any future transactions.

18.06 Remedies Cumulative.

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

18.07 Disclaimer.

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

18.08 Headings.

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

18.09 Counterparts.

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

18.10 Severability.

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

18.11 Conflict.

In the event of a conflict between any provisions of this Agreement and the provisions of the T.I.F. Ordinances, such ordinance(s) shall prevail and control.

18.12 Governing Law.

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

18.13 Form Of Documents.

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

18.14 Approval.

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

18.15 Assignment.

The Developer may not sell, assign or otherwise transfer its interest in this Agreement in whole or in part without the written consent of the City, which approval will not be unreasonably withheld or delayed. Any successor in interest to the Developer under this Agreement shall certify in writing to the City its agreement to abide by all remaining executory terms of this Agreement, including but not limited to Section 8.21 (Survival of Covenants) hereof, for the Term of the Agreement. The Developer consents to the City's sale, transfer, assignment or other disposal of this Agreement at any time in whole or in part.

18.16 Binding Effect.

This Agreement shall be binding upon the Developer, the City and their respective successors and permitted assigns (as provided herein) and shall inure to the benefit

of the Developer, the City and their respective successors and permitted assigns (as provided herein). Except as otherwise provided herein, this Agreement shall not run to the benefit of, or be enforceable by, any person or entity other than a party to this Agreement and its successors and permitted assigns. This Agreement should not be deemed to confer upon third parties any remedy, claim, right of reimbursement or other right.

18.17 Force Majeure.

Neither the City nor the Developer nor any successor in interest to either of them shall be considered in breach of or in default of its obligations under this Agreement in the event of any delay caused by damage or destruction by fire or other casualty, strike, shortage of material, unusually adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or for an abnormal duration, tornadoes or cyclones, and other events or conditions beyond the reasonable control of the party affected which in fact interferes with the ability of such party to discharge its obligations hereunder. The individual or entity relying on this section with respect to any such delay shall, upon the occurrence of the event causing such delay, immediately give written notice to the other parties to this Agreement. The individual or entity relying on this section with respect to any such delay may rely on this section only to the extent of the actual number of days of delay effected by any such events described above.

18.18 Exhibits.

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

18.19 Business Economic Support Act.

Pursuant to the Business Economic Support Act (30 ILCS 760/1, et seq.), if the Developer is required to provide notice under the W.A.R.N. Act, the Developer shall, in addition to the notice required under the W.A.R.N. Act, provide at the same time a copy of the W.A.R.N. Act notice to the Governor of the State, the Speaker and Minority Leader of the House of Representatives of the State, the President and Minority Leader of the Senate of State, and the Mayor of each municipality where the Developer has locations in the State. Failure by the Developer to provide such notice as described above may result in the termination of all or a part of the payment or reimbursement obligations of the City set forth herein.

18.20 Venue And Consent To Jurisdiction.

If there is a lawsuit under this Agreement, each party may hereto agree to submit

to the jurisdiction of the courts of Cook County, the State of Illinois and the United States District Court for the Northern District of Illinois.

18.21 Costs And Expenses.

In addition to and not in limitation of the other provisions of this Agreement, Developer agrees to pay upon demand the City's out-of-pocket expenses, including attorney's fees, incurred in connection with the enforcement of the provisions of this Agreement. This includes, subject to any limits under applicable law, attorney's fees and legal expenses, whether or not there is a lawsuit, including attorney's fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post judgement collection services. Developer also will pay any court costs, in addition to all other sums provided by law.

18.22 Business Relationships.

The Developer acknowledges (A) receipt of a copy of Section 2-156-030(b) of the Municipal Code of Chicago, (B) that Developer has read such provision and understands that pursuant to such Section 2-156-030(b), it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a "Business Relationship", and (C) that a violation of Section 2-156-030(b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Agreement shall be grounds for termination of this Agreement and the transactions contemplated hereby. The Developer hereby represents and warrants that, to the best of its knowledge after due inquiry, no violation of Section 2-156-030(b) has occurred with respect to this Agreement or the transactions contemplated hereby.

In Witness Whereof, The parties hereto have caused this Redevelopment Agreement to be executed on or as of the day and year first above written.

Kingsbury Larrabee, L.L.C.

By: E.D.C. Management, Inc., an Illinois corporation, its manager

By: _____
Ronald B. Shipka, Jr., President

City of Chicago

By: _____
Commissioner,
Department of Planning
and Development

State of Illinois)
)SS.
County of Cook)

I, _____, a notary public in and for the County, in the State aforesaid, do hereby certify that Ronald B. Shipka, Jr., personally known to me to be the President of EDC Management, Inc., which is the manager of Kingsbury Larrabee, L.L.C., an Illinois limited liability company (the "Developer") and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered said instrument, pursuant to the authority given to him by the Manager of the Developer, as his free and voluntary act, and as the free and voluntary act of the Developer, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 2006.

Notary Public

My commission expires:_____.

[Seal]

(Sub)Exhibit "A".
(To Redevelopment Agreement With
Kingsbury Larrabee, L.L.C.)

Legal Description.

Near North Redevelopment Project Area.

A tract of land comprised of a part of Section 4, and a part of the east half of Section 5, all in Township 39 North, Range 14 East of the Third Principal Meridian, which tract of land is more particularly described as follows:

beginning at the intersection of the east line of North Halsted Street with the south line of West North Avenue in Section 4 aforesaid; thence east along said south line to the northeast corner of Lot 3 in Ogden and Towne's Subdivision of Lot 158 in Butterfield's Addition to Chicago in aforesaid Section 4; thence south along the east line of said Lot 3 to the southeast corner thereof (being also a point on the north line of a vacated alley); thence southeasterly to the intersection of the centerline of said vacated alley with a northeasterly line of the Chicago Transit Authority right-of-way; thence east and northeasterly along said centerline to an intersection with the northward projection of an east line of said right-of-way; thence south along said northward projection and said east line to an intersection with a north line of said right-of-way; thence east along said north line to an intersection with the centerline of vacated North Burling Street; thence south along said centerline to an intersection with a north line of said right-of-way; thence east along said north line, crossing the east half of vacated North Burling Street, to an intersection with an east line of said right-of-way; thence south along said east line to an intersection with a north line of said right-of-way; thence east along said north line, passing into vacated North Orchard Street, to an intersection with the centerline of said vacated street; thence north along said centerline to an intersection with a north line of said right-of-way; thence east along said north line, crossing the east half of vacated North Orchard Street, to an intersection with the centerline of a vacated alley; thence south along said centerline to an intersection with a north line of said right-of-way; thence east along said north line, crossing the east half of said vacated alley to an intersection with the centerline of vacated North Frontier Avenue; thence south along said centerline to an intersection with a north line of said right-of-way; thence east along said north line, crossing the east half of vacated North Frontier Avenue and crossing North Ogden Avenue, to an intersection with the west line of North Larrabee Street; thence continuing east along said north line extended to an intersection with the east line of North Larrabee Street; thence north along said east line, crossing a public alley to an intersection with the south line of West North Avenue; thence east along said south line, crossing North Mohawk Street, North Cleveland Avenue, North

Hudson Avenue, North Sedgwick Street and North Orleans Street to an intersection with the east line of North Orleans Street; thence south along said east line to the northwest corner of Lot 90 in W. B. Ogden's Subdivision of the west half of Lots 120 and 125, all of Lots 123, 124 and Lots 127 to Lot 134, inclusive, and Lot 137 of Bronson's Addition to Chicago in aforesaid Section 4; thence east along the north line of said Lot 90 to the northeast corner thereof; thence south along the east line of Lots 90 through 51, inclusive, in aforesaid W. B. Ogden's Subdivision and along the east line of Lots 1 to 4, inclusive, in Dixon's Subdivision of the east half of Lot 135 of aforesaid Bronson's Addition to Chicago and the east line of Lots 8 to 5, inclusive, in the subdivision of Lot 136 in said Bronson's Addition and the east line; and the east line extended south of Lots 25 to 17, inclusive, of W. B. Ogden's Subdivision of Lots 138, 139 and resubdivision of Lots 142 to 151 of aforesaid Bronson's Addition, to an intersection with the centerline of a public alley; thence west along said centerline to an intersection with the northward extension of the centerline of a public alley lying between said W. B. Ogden's Subdivision, the resubdivision of Lots 12 to 16 and 50 to 54 in the subdivision of Lots 138 and 139, and resubdivision of Lots 142 to 151 of aforesaid Bronson's Addition; thence south along said northward projection, said centerline and the southward extension thereof, crossing West Schiller Street to an intersection with the south line of said street; thence east along said south line to the northeast corner of Lot 25 in the subdivision of Lots 142 to 151, 154 to 156, 163 to 165, 168 to 173, 176 and 178 to 183, of aforementioned Bronson's Addition; thence south along the east line of Lot 25 and along the east line of Lot 18 and the southward extension thereof in aforementioned subdivision, crossing a public alley, to an intersection with the north line of West Evergreen Avenue; thence east along said north line, crossing North Park Avenue and a vacated alley, to an intersection with the west line of North Wells Street; thence south along said west line extended south and said west line, crossing West Evergreen Avenue, West Goethe Street and West Scott Street to an intersection with the north line of West Division Street; thence west along said north line to an intersection with an east line of the aforesaid right-of-way; thence south, crossing West Division Street to the intersection of said east line of right-of-way with the south line of West Division Street; thence south along said east line, being also the east line of Lot 29 in the subdivision of Block 3 of Johnston, Roberts and Storr's Addition to Chicago, to the southeast corner of said lot; thence west along the south line of Lots 29 through 26, inclusive, in said subdivision, to an intersection with the east line of North Orleans Street; thence south along said east line, crossing vacated West Elm Street, to the southwest corner of Lot 2 in the County Clerk's Division of Block 6 of Johnston, Roberts and Storr's Addition to Chicago; thence east along the south lines of Lot 2 and Lot 3 in said division to an intersection with a westerly line of the aforementioned right-of-way, said westerly line being a curved line convex to the east; thence southeasterly along said westerly line to an intersection with the north line of West Hill Street; thence east along said north line, crossing vacated North Franklin Street and vacated alleys to an intersection with the west line of North Wells Street; thence south along said west line extended south and along said west line, crossing West Hill Street, vacated West Wendell Street and West

Oak Street, to an intersection with the south line of West Oak Street; thence west along said south line crossing vacated alleys and vacated North Franklin Street to the northeast corner of Lot 1 in the Assessor's Division of Lots 5 to 8 in the subdivision of Block 19, of Johnston, Roberts and Storr's Addition; thence south along the east line of Lots 1 and 10 in said division, and the southward extension of said east line to an intersection with the centerline of West Walton Street; thence west along said centerline to an intersection with the northward extension of the east line of the aforementioned right-of-way; thence south along said east line and said east line extended south, crossing West Walton Street, a public alley and West Locust Street, to an intersection with the south line of West Locust Street; thence west along said south line, crossing public alleys and North Orleans Street to an intersection with the east line of North Sedgwick Street; thence south along said east line to an intersection with the north line of West Chicago Avenue; thence west along said north line extended west and along said north line, crossing North Sedgwick Street, North Hudson Avenue, North Cleveland Avenue, North Cambridge Avenue and North Larrabee Street to an intersection with the west line of said North Larrabee Street; thence north along said west line to an intersection with the southwesterly line of North Kingsbury Street; thence northwesterly along said southwesterly line, crossing vacated North Branch Street, to the southeast corner of Lot 10 in Block 96 of Elston's Addition to Chicago; thence southwesterly along the southeasterly line of said Lot 10 to the southwest corner thereof; thence northwesterly along the southwesterly line of Block 96, to the northwest corner of Lot 1 in said block; thence northwesterly, crossing vacated West Haines Street, to the southwest corner of Lot 7 in Block 85 of Elston's Addition, aforesaid; thence northwesterly along the southwesterly line of said Block 85 to a westerly corner of Lot 5 in said block; thence northwesterly, crossing North Halsted Street and entering Section 5 aforesaid, to the southeast corner of Block 73 in Elston's Addition; thence northwesterly along the southwesterly line of said Block 73 to an intersection with the south line of West Division Street; thence northeasterly to the southwest corner of Lot 15, Block 71 in Chicago Land Company's Resubdivision of certain blocks in Elston's Addition; thence northerly, northwesterly and westerly along the southwesterly lines of Block 71 of Elston's Addition aforesaid, to the northwest corner of Lot 1 in said Chicago Land Company's Resubdivision; thence northwesterly crossing West Evergreen Avenue, to the southwest corner of Lot 7, Block 62 in said Chicago Land Company's Resubdivision; thence northeasterly along the northwesterly line of said West Evergreen Avenue, crossing North Kingsbury Street, to an intersection with the west line of North Dayton Street; thence easterly to the intersection of the east line of North Dayton Street with the north line of West Evergreen Avenue; thence east along said north line and said north line extended east, crossing a public alley and North Halsted Street, and passing into Section 4 aforesaid, to an intersection with the southward extension of the east line of North Halsted Street; thence north along said east line, crossing vacated West Evergreen Avenue, vacated West Fair Place, vacated West Blackhawk Street, North Clybourn Avenue and vacated alleys, to the point of beginning, excepting from said tract that part of Section 4 bounded and described as follows:

beginning at the intersection of the east line of North Hudson Avenue with the south line of West Blackhawk Street; thence east along said south line crossings a vacated alley to an intersection with the west line of North Sedgwick Street; thence south along said west line crossing vacated West Schiller Street, West Evergreen Avenue, vacated and public alleys and West Goethe Street, to an intersection with the south line of West Goethe Street; thence west along said south line and along the south line of vacated West Goethe Street, crossing North Hudson Avenue to an intersection with the west line of North Hudson Avenue; thence south along said west line to an intersection with the north line of a 12 foot public alley; thence west along said north line to an intersection with the northwesterly line of the 12 foot public alley lying southeasterly and adjacent to Lots 1 to 6, inclusive, in the subdivision of Lots 18 and 19 in Butterfield's Addition in aforesaid Section 4; thence southwesterly along said northeastward projection, and said northwesterly line and the southwestward projection thereof, to an intersection with the southeastward projection of the southwesterly line of said Lot 6 in said subdivision; thence northwesterly along said southeastward projection, and said southwesterly line and the northwestward projection thereof, crossing vacated West Goethe Street, to an intersection with the northwesterly line of vacated West Goethe Street (being also the southeasterly line of Lot 24 in the subdivision of Sublots 17 to 27, of Hein's Subdivision of Lots 7 and 20 in Butterfield's Addition to Chicago); thence southwesterly along said southeasterly line to the southwesterly corner of said Lot 24; thence northwesterly along the southwesterly line of said Lot 24 to an intersection with the east line of North Cleveland Avenue; thence north along said east line, crossing public and vacated alleys to an intersection with the south line of West Evergreen Avenue; thence east along said south line to an intersection with the southward projection of the east line of North Hudson Avenue; thence north along said southward projection and along said east line crossing West Evergreen Avenue and vacated West Schiller Street, to the point of beginning, all in the City of Chicago, Cook County, Illinois.

(Sub)Exhibit "B".
(To Redevelopment Agreement With
Kingsbury Larrabee, L.L.C.)

Legal Description.

Parcel 1:

Lots 10, 11, 12 and 13 in Block 94 in Elston's Addition to Chicago in the southwest quarter of Section 4, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

Commencing at a point where the east line of Kingsbury (Hawthorne) Street intersects the west line of Larrabee Street; thence north along the west line of Larrabee Street, 12.96 feet for a point of beginning of the land to be described; thence westerly at right angles to the west line of Larrabee Street 8.00 feet to a point on the east line of Kingsbury (Hawthorne) Street; thence northwesterly along the easterly line of Kingsbury (Hawthorne) Street, 75.85 feet; thence easterly and at right angles to the west line of Larrabee Street 46.91 feet to a point; thence southerly along the west line of Larrabee Street 65.00 feet to the point of beginning, being a part of Block 94 in Elston's Addition to Chicago in the southwest quarter of Section 4, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Common Address:

Kingsbury at Larrabee Street
Chicago, Illinois.

Permanent Index Numbers:

17-04-322-014;
17-04-322-015; and
17-04-322-016.

(Sub)Exhibit "C".
(To Redevelopment Agreement With
Kingsbury Larrabee, L.L.C.)

T.I.F.-Eligible Improvements.

Description Of Expense	Amount
Acquisition	\$3,000,000
Site work	1,422,909
50% of the hard costs of construction of the 12 C.H.A. Units (\$2,906,797 x 0.5)	1,453,399
Total T.I.F.-Eligible Improvements:	\$5,876,308

Notwithstanding the total of T.I.F.-Eligible Improvements shown here, the assistance to be provided by the City is limited to the maximum amount of City Funds calculated pursuant to Section 4.03 herein.

(Sub)Exhibit "E".
(To Redevelopment Agreement With
Kingsbury Larrabee, L.L.C.)

Text Of Recapture Mortgage.

The following text is required to be incorporated verbatim into the eleven (11) recapture mortgages that must be recorded in the Office of the Cook County Recorder of Deeds against the eleven (11) Affordable Units at the time of the Developer's initial sale of each such unit:

*Mortgage, Security And Recapture Agreement, Including
Residency, Transfer, Financing And
Affordability Covenants.*

(Compliant With The Owner-Occupied Housing Features
Of The Affordable Housing Ordinance Of 2003 And
With The Eport Redevelopment Agreement)

City Affordability Amount

Affordability Period

\$_____ [Fill in here
and in Article I]

30 years

This Mortgage, Security and Recapture Agreement, including Residency, Transfer, Financing and Affordability Covenants (this "Mortgage") is made as of this ____ day of _____, 200__ from [Insert Name(s) and Describe Marital Status] [If Recipient Is One Person: (the "Mortgagor") [If Recipient Is More Than One Person: (collectively, jointly and severally referred to herein as the "Mortgagor"),] to the City of Chicago, an Illinois municipal corporation, acting by and through its Department of Planning and Development, and having its principal office at City Hall, 121 North LaSalle Street -- Room 1000, Chicago, Illinois 60602 (the "City" or "Mortgagee"). Capitalized terms not otherwise defined herein shall have the meaning set forth in Section 1.

Recitals.

A. The City Council of the City, by ordinance adopted April 9, 2003, adopted an Affordable Housing Ordinance (the "A.H.O."), codified at Chapter 2-44-090 of the Municipal Code of the City, which obligates the City to impose certain affordability and recapture requirements upon developers who undertake residential development projects that receive City assistance in the form of either the sale of City land at less than fair market value or in the form of financial assistance.

B. The City and Kingsbury Larrabee, L.L.C., a Delaware limited liability company ("Developer"), have executed that certain Kingsbury Larrabee, L.L.C. Redevelopment Agreement, dated _____, 2006 and recorded in the Office of the Recorder of Deeds of Cook County as Document Number _____ (the "Redevelopment Agreement"). Pursuant to the Redevelopment Agreement, the Developer has constructed River Village Pointe on the real property legally described on (Sub)Exhibit A (such real property, the "Property" and such project, the "Project"). As part of the Project, the Developer has constructed on the real property legally described on (Sub)Exhibit B attached hereto (the "Land") a single-family housing unit (the "Home").

C. Pursuant to the Redevelopment Agreement, the City provided a grant of City funds to the Developer in the amount not to exceed Four Million Nine Hundred Fifty Thousand Nine Hundred Seventy-two Dollars (\$4,950,972), to be paid to Developer from certain available incremental taxes and property tax bond proceeds, as described in more detail in the Redevelopment Agreement.

D. Pursuant to the A.H.O., the Developer acknowledges that it is required to sell the Mortgaged Property to Mortgagor for the Base Purchase Price, plus upgrades, subject to Mortgagor's execution of this Mortgage in favor of Mortgagee, which Mortgage secures the residency, transfer, financing and affordability covenants set forth in Section 3 of this Mortgage (such covenants, the "Affordability Covenants"), which covenants shall run with the Land and are intended to assure that the City achieves the affordable housing objectives of the A.H.O. and complies with the affordability and recapture provisions of the A.H.O.

E. The Affordability Covenants require that, among other things, with respect to the initial sale of the Mortgaged Property (in connection with which this Mortgage is being granted), and with respect to each resale of the Mortgaged Property during the Affordability Period (unless mortgagor is permitted and elects to repay to the City the Recapture Amount), such Mortgaged Property may only be sold to a Qualified Household for an Affordable Price.

F. Mortgagor has covenanted to Mortgagee herein that it is a Qualified Household and that the Base Purchase Price is an Affordable Price.

G. Mortgagor acknowledges and agrees that, as of the Purchase Date, the Base Purchase Price is less than the fair market price for the Mortgaged Property by an amount equal to the City Affordability Amount, as evidenced by contemporaneous or projected sales of comparable homes.

H. Mortgagor acknowledges and agrees that, but for the City's imposition of the Affordability Covenants, Mortgagor would have been unable to purchase the Mortgaged Property for an Affordable Price.

I. The City has required Mortgagor to execute this Mortgage in order to both (a) impose the Affordability Covenants upon the Mortgaged Property and give notice of the Affordability Covenants to Mortgagor, to any subsequent purchaser of the Mortgaged Property, and to any lender having a mortgage secured by the Mortgaged Property, and (b) to secure the payment of the Recapture Amount described in Section 4.02 hereof and Mortgagor's other obligations under this Mortgage.

J. In consideration of the benefits accruing to Mortgagor as a result of its purchase of the Mortgaged Property for an Affordable Price, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor has executed and delivered to the City this Mortgage.

K. In addition to the Affordability Covenants arising in connection with the A.H.O., the Developer and the Mortgagor acknowledge that the City imposed additional affordability covenants on the Mortgaged Property (the "Eport Affordability Covenants") by and through that certain Eport 600, L.L.C., Eport 600 Riverwalk Owner, L.L.C., and Eport 600 Property Owner, L.L.C. Redevelopment Agreement (the "Eport Redevelopment Agreement") dated December 29, 2003 and recorded in the Office of the Recorder of Deeds of Cook County on December 31, 2003 as Document Number 0336518133. The parties hereto acknowledge that, for the first five (5) years of the Affordability Period, the Eport Affordability Covenants run concurrently with the Affordability Covenants and have the same household income, Mortgaged Property sale and Mortgaged Property resale requirements as do the Affordability Covenants. The parties further acknowledge that the Eport Affordability Covenants shall run with the Land and are intended to assure that the City achieves the affordable housing objectives of the Eport Redevelopment Agreement and complies with the affordability and recapture provisions of the Eport Redevelopment Agreement.

Now, Therefore, To secure the performance and observance by Mortgagor of all the terms, covenants and conditions described herein, and in order to charge the properties, interests and rights hereinafter described with such consideration, Mortgagor has executed and delivered this Mortgage and does hereby grant, convey, assign, mortgage, grant a security interest in, and confirm unto Mortgagee and its successors and assigns forever, all of Mortgagor's right, title and interest in the following described property (which is hereinafter sometimes referred to as "Mortgaged Property"):

(A) the Land and, if such Land constitutes a common element under applicable condominium property law, Mortgagor's undivided interest therein and in any common elements and limited common elements associated therewith;

(B) the Home and all easements, rights, interests and appurtenances thereto, including, without limitation, any deeded, reserved or assigned parking area or storage space and any interest in common elements and limited common elements associated therewith;

(C) all structures and improvements of every nature whatsoever now or hereafter located on the Land or situated within or comprising a part of the Home, including, without limitation, all fixtures of every kind and nature whatsoever which are or shall be attached to said buildings, structures or improvements, and now or hereafter owned by Mortgagor, including all extensions, additions, improvements, betterments, renewals and replacements of any of the foregoing (the "Improvements"); and

(D) all rents and issues of the Land, Home and Improvements from time to time and all of the estate, right, title, interest, property, possession, claim and demand at law, as well as in equity of Mortgagor, in and to the same.

To Have And To Hold The Mortgaged Property and all parts thereof unto Mortgagee, its successors and assigns, to its own proper use, benefit and advantage forever, subject, however, to the terms, covenants and conditions herein;

Without Limitation of the foregoing, Mortgagor hereby further grants unto Mortgagee, pursuant to the provisions of the Uniform Commercial Code of the State of Illinois, a security interest in all of the above-described property, which are or are to become fixtures.

This Mortgage Is Given To Secure: (a) payment of all Recapture Amounts described herein, (b) performance of the Affordability Covenants and the Eport Affordability Covenants, and (c) the payment and performance of all other obligations, covenants, conditions and agreements contained herein and in any other agreement, document or instrument to which reference is expressly made in the Mortgage.

Article I.

Incorporation Of Recitals; Definitions.

The recitals set forth above constitute an integral part of the Mortgage and are hereby incorporated herein by this reference with the same force and effect as if set forth herein as the agreement of the Mortgagor.

As used herein, the following capitalized terms shall be defined as follows:

“Affordability Covenants” shall mean the affordability covenants and requirements contained in Section 3 hereof and (Sub)Exhibit C hereto.

“Affordability Period” shall mean the thirty (30) year period commencing on the Purchase Date.

“Affordable Price” shall mean an amount less than or equal to the price at which Monthly Homeownership Costs for the Mortgaged Property would total not more than thirty percent (30%) of household income for a household with a family size equal to the product of one and five-tenths (1.5) multiplied by the number of bedrooms in the Mortgaged Property whose income is the maximum amount allowable for such household to qualify as a Qualified Household.

“Base Purchase Price” shall mean \$ _____, which is the base purchase price the Mortgagor paid the Developer for the Mortgaged Property pursuant to the requirements of the Redevelopment Agreement.

“City Affordability Amount” shall mean \$ _____, constituting the dollar difference between the market value of the Mortgaged Property at the time of its purchase from Developer (based on appraisals, comparable sales or similar evidence reasonably acceptable to the City’s Department of Planning and Development) and the Base Purchase Price.

“Monthly Homeownership Costs” shall mean the sum of the following estimated amounts:

- (i) monthly principal and interest payments on a thirty (30) year fixed rate purchase money mortgage in the amount of ninety-five percent (95%) of the purchase price of the Mortgaged Property, bearing interest at a rate equal to the prevailing rate as published in the *Chicago Tribune* (or posted on the Internet website maintained by the *Chicago Tribune*) as of the date of calculation of Monthly Homeownership Costs, rounded up to the nearest quarter percent,
- (ii) annual estimated real property taxes for the Mortgaged Property (based upon the most recently issued real estate tax bill), divided by twelve (12),
- (iii) annual insurance premiums for the Mortgaged Property, divided by twelve (12), for homeowners’ insurance in the amount of the replacement value of the Mortgaged Property, and
- (iv) monthly condominium assessment payments or similar homeowners’ association payments for the Mortgaged Property, if applicable.

“Purchase Date” shall mean the date on which the Mortgagor purchased the Mortgaged Property, which shall be deemed to be the date on which this Mortgage is recorded.

“Purchase Price” shall mean \$_____, being the sum of the Base Purchase Price plus upgrades.

“Qualified Household” shall mean a single person, family or unrelated persons living together whose adjusted income is not more than one hundred percent (100%) of the Chicago-area median income, adjusted for family size, as such adjusted income and Chicago-area median income are determined from time to time by the United States Department of Housing and Urban Development for purposes of Section 8 of the United States Housing Act of 1937. As of the Purchase Date, such income limitations are as follows [Current Information Must Be Obtained From H.U.D. Just Prior To Closing Date]:

Number Of Persons In Household	100% Of A.M.I.
1	\$52,800
2	\$60,300
3	\$67,900
4	\$75,400
5	\$81,400
6	\$87,500

“Recapture Amount” shall mean an amount, determined as of any applicable determination date, equal to the City Affordability Amount plus simple, non-compounding interest on such amount at the rate of three percent (3.0%) per annum (assuming twelve (12) thirty (30) day months) calculated from the Purchase Date to the date of the Recapture Default. For example, if (a) this Mortgage was recorded January 1, 2005, (b) the date of the Recapture Default was July 1, 2011, and (c) the City Affordability Amount was Twenty Thousand Dollars (\$20,000), then (i) the interest on the City Affordability Amount would be Three Thousand Nine Hundred Dollars (\$3,900) (Six Hundred Dollars (\$600) per year for six (6) years, plus Three Hundred Dollars (\$300) for one-half (½) year), and (ii) the Recapture Amount would be Twenty-three Thousand Nine Hundred Dollars (\$23,900) (Twenty Thousand Dollars (\$20,000) plus Three Thousand Nine Hundred Dollars (\$3,900)).

Article II.

Covenants, Representations And Warranties.

Mortgagor covenants and agrees with Mortgagee that, at all times during the Affordability Period:

2.01 Taxes And Assessments.

(a) Mortgagor will pay when due all general taxes and assessments (including, without limitation, any condominium or homeowners' association assessments, if applicable), special assessments, water charges and all of the charges against the Mortgaged Property and shall, upon written request, furnish to Mortgagee receipts evidencing payment thereof, provided that Mortgagor, in good faith and with reasonable diligence, may contest the validity or amount of any such taxes, assessments or charges, provided that during any such contest the enforcement of the lien of such taxes, assessments or charges is stayed.

(b) Mortgagor will not suffer (unless bonded or insured over) any mechanic's, laborer's, materialmen's or statutory lien to remain outstanding upon any of the Mortgaged Property. Mortgagor may contest such lien, provided that Mortgagor shall first post a bond in the amount of the contested lien, or provide title insurance over such contested lien, and further provided that Mortgagor shall diligently prosecute the contested lien and cause the removal of the same.

2.02 Insurance.

Mortgagor shall keep the Mortgaged Property continuously insured (or shall use reasonable efforts to cause the condominium or homeowners' association, as applicable, to keep insured such parts of the Mortgaged Property as may be required to be insured by such association under the applicable declaration) in such amounts and against such risks as required of Mortgagor by the Senior Lender, paying the premiums for said insurance as they become due. Policies of insurance shall name Mortgagee as an additional insured. All policies of insurance shall provide that the same shall not be canceled, except upon thirty (30) days prior written notice to Mortgagee.

2.03 Maintenance Of The Property.

(a) Mortgagor shall preserve and maintain the Mortgaged Property in good condition and repair, will not commit or suffer any waste thereof, and will keep the same in a clean, orderly and attractive condition. Mortgagor shall not do or suffer to be done anything which will increase the risk of fire or other hazard to the Mortgaged Property or any part thereof.

(b) If the Mortgaged Property or any part thereof is damaged by fire or any other cause, Mortgagor will immediately give written notice of the same to Mortgagee.

(c) Mortgagee or its representatives shall have the right to inspect the Mortgaged Property to assure compliance with the terms of this Mortgage.

(d) Mortgagor shall promptly comply, and cause the Mortgaged Property to comply, with all present and future laws, ordinances, orders, rules and regulations and other requirements of any governmental authority affecting the Mortgaged Property or any part thereof and with all instruments and documents of record or otherwise affecting the Mortgaged Property or any part thereof.

(e) If all or any part of the Mortgaged Property shall be damaged by fire or other casualty, Mortgagor (subject to the rights of the Board of Managers of the condominium or homeowners' association, if applicable, with respect to any proceeds applicable to common elements or limited common elements), will promptly restore the Mortgaged Property to the equivalent of its condition prior to the casualty, to the extent of any insurance proceeds made available to Mortgagor for that purpose.

2.04 Subordination.

This Mortgage shall be subject and subordinate in all respects to that certain mortgage dated as of _____, 200__, between Mortgagor and _____ (the "Senior Lender"), recorded with the Office of the Recorder of Deeds of Cook County, Illinois on _____, 200__, as Document Number _____ (the "Senior Mortgage"), to secure indebtedness in the original principal amount not to exceed the Base Purchase Price. This Mortgage shall also be subordinate to any subsequent mortgage that refinances the Senior Mortgage, so long as such refinancing is not in an amount greater than the Base Purchase Price.

2.05 Income Eligibility.

Mortgagor represents and warrants to Mortgagee that, based on Mortgagor's household income, as of the time of Mortgagor's execution of its purchase contract for the Mortgaged Property, Mortgagor's household was a Qualified Household as of such date.

2.06 Foreclosure Of Senior Mortgage.

In the event of a transfer of title of the Mortgaged Property through foreclosure or recording of deed in lieu of foreclosure to the Senior Lender pursuant to the Senior Mortgage, Mortgagee acknowledges and agrees that the Affordability Covenants and any other provisions contained herein restricting the sale and

occupancy of the Mortgaged Property to buyers or occupants which meet the income eligibility requirements of the A.H.O. shall be released and shall have no further force or effect; provided, however, that all such Affordability Covenants and restrictions shall be revived according to the original terms if, during the Affordability Period, the Mortgagor or any member of Mortgagor's household or family reacquires an ownership interest in the Mortgaged Property. Any other person (including the successors and/or assigns of Senior Lender) receiving title to the Mortgaged Property through a foreclosure or deed in lieu of foreclosure of the Senior Mortgage shall also receive title to the Mortgaged Property free and clear of such restrictions.

Further, if Senior Lender acquires title to the Mortgaged Property pursuant to a deed in lieu of foreclosure, the lien of this Mortgage and the restrictions contained herein shall automatically terminate upon the Senior Lender's acquisition of title to the Mortgaged Property, provided that: (i) the Senior Lender has given written notice to Mortgagor of a default under the Senior Mortgage in accordance with its terms, (ii) the Mortgagor shall not have cured the default under the Senior Mortgage within any applicable cure period(s) provided for therein; and (iii) any proceeds from any subsequent sale of the Mortgaged Property, if any, which Mortgagee is entitled to receive after payment of all amounts due pursuant to the Senior Mortgage and pursuant to this Mortgage, are paid to Mortgagee.

Article III.

Residency, Transfer, Financing And Affordability Covenants.

Mortgagor covenants to comply with the residency, transfer, financing and affordability covenants set forth in (Sub)Exhibit C, which covenants are materially related to the City's affordable housing objectives of the A.H.O.. For the first five (5) years of the Affordability Period, Mortgagor also covenants to comply with the residency, transfer, financing and affordability covenants set forth in Recital K hereof, which covenants are materially related to the City's affordable housing objectives of the Eport Redevelopment Agreement.

Article IV.

Default.

4.01 Events Of Default.

The terms "Event of Default" or "Events of Default", wherever used in the Mortgage, shall mean any one or more of the following events:

(a) a failure by Mortgagor to comply with any of the Affordability Covenants set forth in (Sub)Exhibit C or with any of the Eport Affordability Covenants set forth in Recital K hereof; or

(b) a failure by Mortgagor to duly observe or perform any other material term, covenant, condition or agreement in the Mortgage after the expiration of the applicable cure periods provided in Section 4.02; or

(c) a default continuing beyond all applicable cure periods under the Senior Mortgage and permitting foreclosure thereunder.

4.02 City Remedies.

The City shall have the following remedies, depending on the nature and timing of the Event of Default:

(a) Recapture Defaults. If an Event of Default arising from a breach of one or more of the covenants set forth in (Sub)Exhibit C occurs (such a default, a "Recapture Default"), the City may seek specific enforcement of the Affordability Covenants and any other remedies available under this Mortgage. The City, in its sole discretion, and in lieu of its specific enforcement of the Affordability Covenants, may elect to require payment of the Recapture Amount in the event that the City determines that specific enforcement of the Affordability Covenants is impractical or inappropriate. If Mortgagor pays to the City the Recapture Amount pursuant to an election by the City to accept same, then the City shall have no other remedy with respect to such Event of Default and shall be obligated to execute and deliver a release of this Mortgage in recordable form and any subsequent transferee shall not be bound by any Affordability Covenants or otherwise required to execute and deliver any mortgage in favor of the City.

(b) Other Mortgage Defaults. If an Event of Default occurs that is not a Recapture Default, and such default involves a failure to make timely payment of any amount due and secured by this Mortgage or the Senior Mortgage and such failure is not cured within ten (10) days of the Mortgagee's delivery of written notice of such failure to Mortgagor (a "Monetary Event of Default"), then Mortgagee shall be entitled to immediately: (i) declare the Recapture Amount immediately due and payable (with such Monetary Event of Default date being also being deemed the Recapture Default date for purposes of computing such amount); and (ii) exercise any other remedies available under this Mortgage (including, without limitation, specific enforcement of the Affordability Covenants any time prior to the end of the Affordability Period of this Mortgage), in either instance without further notice or demand.

(c) If an Event of Default occurs by Mortgagor failing to perform any other non-monetary obligation required under this Mortgage that is not described in Section 4.02(a) or (b) and such failure is not cured within sixty (60) days of the Mortgagee's delivery of written notice of such failure to Mortgagor, Mortgagee shall

be entitled to immediately: (i) declare the Recapture Amount immediately due and payable (with such non-monetary Event of Default date being also being deemed the Recapture Default date for purposes of computing such amount); and (ii) exercise any other remedies available under this Mortgage (including, without limitation, specific enforcement of the Affordability Covenants any time prior to the end of the Affordability Period of this Mortgage), in either instance without further notice or demand. In the event such default cannot reasonably be cured within such sixty (60) day period, however, and if Mortgagor has commenced efforts to cure such default, then the time to cure shall be extended so long as said party diligently continues to cure such default.

(d) If an event of default occurs under the Senior Lender's security documents (after the giving of any applicable notice and lapse of any applicable cure period, if any) and the Senior Lender commences efforts to foreclose its mortgage (or obtain a deed-in-lieu-of-foreclosure), obtain appointment of a receiver for the Mortgaged Property, or obtain possession of the Mortgaged Property, such event of default shall (notwithstanding anything in this Section 4.02 to the contrary) constitute an immediate Event of Default under this Mortgage and the Mortgagee shall be entitled to immediately: (i) declare the Recapture Amount immediately due and payable (with such commencement date being also deemed the Recapture Default date for purposes of computing the Recapture Amount); and (ii) exercise any other remedies available under this Mortgage, in either instance without further notice or demand.

4.03 Other Remedies.

(a) If any amounts due under and secured by this Mortgage shall become due, whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof for such indebtedness or part thereof. This Mortgage and the right of foreclosure hereunder shall not be impaired or exhausted by any foreclosure of the Senior Mortgage, and may be foreclosed successively and in parts, until all of the Mortgaged Property has been foreclosed against. In any such foreclosure, or upon the enforcement of any other remedy of Mortgagee, there shall be allowed and included as additional indebtedness all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for reasonable attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, and costs involved in title insurance and title examinations. All expenditures and expenses of the nature in this Section 4.03 mentioned, and such expenses and fees as may be incurred in the protection of the Mortgaged Property and the maintenance of the lien of this Mortgage, including the reasonable fees of any attorney employed by Mortgagee in any litigation or proceeding affecting this Mortgage, or the Mortgaged Property, including probate and bankruptcy proceedings, or in preparation for the commencement or defense of any proceeding or threatened suit or proceeding, shall be immediately due and payable by Mortgagor, with interest thereon at the lesser of the highest rate permitted by law or fifteen percent (15%) per annum, and shall be secured by this Mortgage. The proceeds of any foreclosure sale of the Mortgaged Property shall be

distributed and applied in the following order of priority: (i) on account of all costs and expenses incidental to the foreclosure proceedings, including all such items as are mentioned in this section; (ii) repayment of the indebtedness owed to the Senior Lender, subject to the limitation in Section 2.04; (iii) repayment of any other amounts due under this Mortgage; and (iv) payment of any remaining amounts due to Mortgagor, its successors or assigns, as their rights may appear.

(b) Mortgagor shall not and will not apply for or avail itself of any appraisement, valuation, stay, extension or exemption laws, or any so-called "Moratorium Laws", now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but hereby waives the benefit of such laws. Mortgagor, for itself and all who may claim through or under it, waives any and all right to have the property and estates comprising the Mortgaged Property marshaled upon any foreclosure of the lien hereof, and agrees that any court having jurisdiction to foreclose such lien may order the Mortgaged Property sold as an entirety. To the extent permitted by law, Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage on such Mortgagor's behalf and on behalf of each and every person, except decree or judgment creditors of Mortgagor, acquiring any interest in or title to the Mortgaged Property subsequent to the date of this Mortgage.

(c) Upon any other entering upon or taking of possession of the Mortgaged Property after the occurrence of an Event of Default and the expiration of the applicable cure period and other than by means of a foreclosure, Mortgagee, subject to the rights of the Senior Lender, may hold, use, manage and control the Mortgaged Property and, from time to time: (i) make all necessary and proper maintenance, repairs, renewals, replacements, additions, betterments and improvements thereto and thereon and purchase or otherwise acquire additional fixtures, personalty and other property required in connection therewith; (ii) insure or keep the Mortgaged Property insured; (iii) manage the Mortgaged Property and exercise all the rights and powers of Mortgagor to the same extent as Mortgagor could in its own name or otherwise with respect to the same; and (iv) enter into any and all agreements with respect to the exercise by others of any of the powers herein granted to Mortgagee, all as Mortgagee from time to time may reasonably determine to be to its best advantage. Mortgagee may collect and receive all the rents, issues, profits and revenues of the same, including those past due as well as those accruing thereafter, and, after deducting to the extent reasonable: (aa) expenses of taking, holding and managing the Mortgaged Property (including compensation for the services of all persons employed for such purposes); (bb) the cost of all such maintenance, repairs, renewals, replacements, additions, betterments, improvements and purchases and acquisitions; (cc) the cost of such insurance; (dd) such taxes, assessments and other similar charges as Mortgagee may determine to pay; (ee) other proper charges upon the Mortgaged Property or any part thereof; and (ff) the reasonable compensation, expenses and disbursements of the attorneys and agents of Mortgagee, shall apply the remainder to the payment of amounts due under this Mortgage. The balance of such funds, if any, after payment in full, of all of the aforesaid amounts shall be paid to Mortgagor.

(d) Mortgagee may also seek specific performance or injunctive relief in order to enforce the provisions of this Mortgage.

4.04 Receiver.

Subject to the rights of the Senior Lender, if an Event of Default shall have occurred and be continuing after an applicable cure period has expired, Mortgagee, upon application to a court of competent jurisdiction, shall be entitled to the appointment of a receiver to take possession of and to operate the Mortgaged Property and to collect and apply the rents, issues, profits and revenues thereof. The receiver shall otherwise have all of the rights and powers to the fullest extent permitted by law.

4.05 Purchase By Mortgagee.

Upon any foreclosure sale, Mortgagee may bid for and purchase the Mortgaged Property and shall be entitled to apply all or any part the Recapture Amount and other amounts due under and secured by this Mortgage as a credit to the purchase price.

4.06 Remedies Cumulative.

No right, power or remedy conferred upon or reserved to Mortgagee by this Mortgage is intended to be exclusive of any other right, power or remedy, but each and every right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law, in equity or by statute.

4.07 Waiver.

No delay or omission of Mortgagee to exercise any right, power or remedy accruing upon any Event of Default shall exhaust or impair any such right, power or remedy or shall be construed to be a waiver of any such Event of Default or acquiescence therein; and every right, power and remedy given by this Mortgage to Mortgagee may be exercised from time to time as often as may be deemed expedient by Mortgagee. No consent or waiver, expressed or implied, by Mortgagee to or of any breach or Event of Default by Mortgagor in the performance of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or Event of Default in the performance of the same or any other obligations of Mortgagor hereunder. Failure on the part of Mortgagee to complain of any act or failure to act or to declare an Event of Default, irrespective of how long such failure continues, shall not constitute a waiver by Mortgagee of its rights hereunder or impair any rights, powers or remedies on account of any breach or default by Mortgagor.

Article V.

Miscellaneous Provisions.

5.01 Successors And Assigns.

This Mortgage shall inure to the benefit of and be binding upon Mortgagor and its respective legal representatives, successors and assigns. Whenever a reference is made in this Mortgage to Mortgagor, such reference shall be deemed to include a reference to legal representatives, successors and assigns of Mortgagor, as applicable.

5.02 Terminology.

All personal pronouns used in this Mortgage, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural, and vice versa. Titles and sections are for convenience only and neither limit nor amplify the provisions of this Mortgage, and all references herein to articles, sections or paragraphs shall refer to the corresponding articles, sections or paragraphs of this Mortgage unless specific reference is made to such articles, sections or paragraphs of another document or instrument.

5.03 Severability.

If any provision of this Mortgage or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Mortgage and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the extent permitted by law.

5.04 Security Agreement.

This Mortgage shall be construed as a "Security Agreement" within the meaning of and shall create a security interest under the Uniform Commercial Code as adopted by the State of Illinois with respect to any part of the Mortgaged Property which constitutes fixtures. Mortgagee shall have all the rights with respect to such fixtures afforded to it by said Uniform Commercial Code in addition to, but not in limitation of, the other rights afforded Mortgagee by this Mortgage or any other agreement.

5.05 Modification.

No change, amendment, modification, cancellation or discharge hereof, or of any part hereof, shall be valid unless in writing and signed by the parties hereto or their

respective successors and assigns. Mortgagor shall have no right to convey the Mortgaged Property into a land trust without obtaining the prior written consent of the City.

5.06 No Merger.

It being the desire and intention of the parties that this Mortgage and the lien hereof do not merge in fee simple title to the Mortgaged Property, it is hereby understood and agreed that should Mortgagee acquire any additional or other interests in or to said property or the ownership thereof, then, unless a contrary interest is manifested by Mortgagee as evidenced by an appropriate document duly recorded, this Mortgage and the lien hereof shall not merge in the fee simple title, toward the end that this Mortgage may be foreclosed as if owned by a stranger to the fee simple title.

5.07 Applicable Law.

This Mortgage shall be interpreted, construed and enforced under the laws of the State of Illinois, without regard to its conflict of laws principles.

5.08 Administration.

All consents, approvals, modifications, waivers, adjustments or other actions of the City described herein shall be made in writing by the City, acting through its Department of Planning and Development, or any successor department thereto. All notices requests or other communications to the City hereunder shall be made to the Department of Planning and Development at the following address: 121 North LaSalle Street, Room 1000, Chicago, Illinois 60602, Attention: Commissioner.

In Witness Whereof, the undersigned has caused this Mortgage to be executed as of the day and year first above written.

Mortgagor(s):

State of Illinois)
)SS.
County of Cook)

I, _____, a notary public in and for said County in the State aforesaid, do hereby certify that _____[and _____] to me as the same person(s) whose name (s) is/are subscribed to the foregoing instrument, appeared before me this day in person and being first duly sworn by me acknowledged that he/she/they signed and delivered the said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this ____ day of _____, 200__.

Notary Public

My commission expires:_____.

[(Sub)Exhibits "A" and "B" referred to in this Text of Recapture Mortgage unavailable at time of printing.]

(Sub)Exhibit "C" referred to in this Text of Recapture Mortgage reads as follows:

(Sub)Exhibit "C".
(To Text Of Recapture Mortgage)

Residency, Transfer, Financing And Affordability Covenants.

In consideration of the requirements of the A.H.O. that apply to the Developer and that have enabled the Mortgagor to Purchase the Mortgaged Property for the Base Purchase Price, Mortgagor covenants to Mortgagee that:

- (a) Mortgagor meets the income eligibility requirements established under the A.H.O. in order to qualify as a Qualified Household under such ordinance;

(b) During the Affordability Period, Mortgagor shall own the Mortgaged Property, shall not lease the Mortgaged Property, shall use the Mortgaged Property as its primary residence (and the primary residence of Mortgagor's Qualified Household), and will not let any other person occupy or use the property without the prior written consent of the City, which shall be in the City's reasonable discretion, and which, if granted, will require that the total amount payable by any tenant household not exceed the amount set forth to qualify such housing as "affordable housing" as defined in the Illinois Affordable Housing Act, 310 ILCS 65/1, et seq.

(c) During the Affordability Period, Mortgagor shall not sell or otherwise directly or indirectly transfer ownership of the Mortgaged Property, except (i) to a Qualified Household, (ii) for an Affordable Price, and provided that (iii) the transferee Qualified Household executes a mortgage, security and recapture agreement in similar form to this Mortgage. Mortgagor shall confer with the City's Department of Planning and Development before entering into a sale contract involving the Mortgaged Property for assistance in determining the qualifications of any proposed transferee and the eligible resale price of the Mortgaged Property. Any transfer of ownership (x) resulting from Mortgagor's death and occurring pursuant to (i) the terms of a written land trust, personal trust or will, or (ii) state intestacy law, (y) to a spouse or member of Mortgagor's Qualified Household, or (z) that simply consists of Mortgagor's transfer (with the prior written consent of the City to such transfer) of the Mortgaged Property into a land trust or personal trust of which Mortgagor is the sole beneficiary and holder of power of direction, as applicable, shall not be subject to the foregoing transfer restriction, provided, however, that the transferee in any such transfer shall be bound by all of the affordable housing covenants contained in this Mortgage. If Mortgagor attempts or purports to transfer the Mortgaged Property to a transferee in violation of any one or more of the conditions in clauses (i), (ii) and (iii), such attempted or purported transfer shall constitute an immediate Event of Default under Section 4.01(a).

(d) During the Affordability Period, it shall not encumber the Mortgaged Property with any one or more mortgages which, individually or in aggregate, secures initial principal indebtedness in excess of the Base Purchase Price.

The Affordability Covenants in this (Sub)Exhibit C may be waived or modified in writing by the City, upon a showing of undue hardship or changed circumstances that would make the enforcement of such covenants inequitable or impractical, as determined by the City in its sole discretion.

Upon either a permitted transfer described in clause (c)(iii) above or a transfer accompanied by a repayment of the Recapture Amount in accordance with the terms of this Mortgage, the City will, upon ten (10) business days prior written notice, execute and deliver a "Certificate of Transfer" confirming that such transfer is a permitted transfer hereunder and effective to deliver legal title to the transferee. In

C. The Developer requests reimbursement for the following cost of T.I.F.-Eligible Improvements: \$_____, payable as follows:

\$_____ in connection with that City of Chicago Tax Increment Allocation Revenue Note (Kingsbury Larrabee, L.L.C.) (Near North Redevelopment Project), Taxable Series 2006A issued _____, 2006.

D. None of the costs referenced in paragraph C above have been previously reimbursed by the City.

E. The Developer hereby certifies to the City that, as of the date hereof:

1. Except as described in the attached certificate, the representations and warranties contained in the Redevelopment Agreement are true and correct and the Developer is in compliance with all applicable covenants contained herein.

2. No Event of Default or condition or event which, with the giving of notice or passage of time or both, would constitute an Event of Default, exists or has occurred.

All capitalized terms which are not defined herein has the meanings given such terms in the Agreement.

Kingsbury Larrabee, L.L.C.

By: _____

Its: _____

Subscribed and sworn before me
this ___ day of _____, ____.

My commission expires: _____.

Agreed and Accepted:

Name

Title: _____

City of Chicago
Department of Planning and
Development

(Sub)Exhibit "G".
(To Redevelopment Agreement With
Kingsbury Larrabee, L.L.C.)

Permitted Liens.

1. Liens or encumbrances against the Property:

Those matters set forth as Schedule B title exceptions in the owner's title insurance policy issued by the Title Company as of the date hereof, but only so long as applicable title endorsements issued in conjunction therewith on the date hereof, if any, continue to remain in full force and effect.

2. Liens or encumbrances against the Developer or the Project, other than liens against the Property, if any:

None.

(Sub)Exhibit "H-1".
(To Redevelopment Agreement With
Kingsbury Larrabee, L.L.C.)

Project Budget.

River Village Parcel G -- Schedule Of Estimated Sources And Uses.

Sources:	Amount
Loan Funding (1)	\$26,000,000

Sources:	Amount
Owner's Equity -- Pre-development	\$ 3,300,000
Owner's Equity -- Development	<u>1,155,000</u>
TOTAL SOURCES:	\$30,455,000
Uses:	
Hard Costs	\$21,222,091
Site Work:	
General Conditions	122,573
Testing	19,696
Street Permits	13,500
Surveying	31,153
Retention	95,490
Excavation	327,140
Caissons	358,828
Landscaping	47,332
Concrete	98,213
Plumbing	212,954
Electrical	96,030
Acquisition	3,000,000
Commissions	1,050,000
Interest Reserve	1,250,000
Architects/Engineers	450,000
Ads and Promotions	250,000

Sources:	Amount
Contingency	\$ 715,000
General and Administrative	195,000
Legal/Accounting	195,000
Closing Costs	200,000
Insurance	130,000
Financing Fees	195,000
Sales/Design Center	75,000
Real Estate Taxes	55,000
Survey and Appraisal	25,000
Maintenance Assessments	25,000
TOTAL USES:	\$30,455,000

(Sub)Exhibit "H-2".

(To Redevelopment Agreement With
Kingsbury Larrabee, L.L.C.)

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

River Village Parcel G -- M.B.E./W.B.E. Analysis.

	M.B.E. Costs	M.B.E.%	W.B.E. Costs	W.B.E.%
General Conditions	\$ 156,555		\$ 43,038	
Site Work	122,780		42,591	

10/4/2006

REPORTS OF COMMITTEES

86439

	M.B.E. Costs	M.B.E.%	W.B.E. Costs	W.B.E.%
Concrete	\$1,027,020		\$1,018,504	
Masonry	-		190,000	
Metal	2,288,568		-	
Carpentry	63,500		-	
Sealants	365,649			
Finishes	1,195,068			
Appliances	181,379			
Mechanical	690,542			
Electrical	443,037			
TOTALS:	<u>\$6,534,098</u>	<u>28.85%</u>	<u>\$ 1,294,133</u>	<u>5.71%</u>
Hard Costs:	<u>\$22,645,000</u>		<u>\$22,645,000</u>	

(Sub)Exhibit "J".
(To Redevelopment Agreement With
Kingsbury Larrabee, L.L.C.)

Opinion Of Developer's Counsel.

[To Be Retyped On The Developer's Counsel's Letterhead]

City of Chicago
121 North LaSalle Street
Chicago, Illinois 60602

Attention: Corporation Counsel

Ladies and Gentlemen:

We have acted as counsel to _____, an [name the state of organization] _____ (the "Developer"), in connection with the

purchase of certain land and the construction of certain facilities thereon located in the _____ Redevelopment Project Area (the "Project"). In that capacity, we have examined, among other things, the following agreements, instruments and documents of even date herewith, hereinafter referred to as the "Documents":

- (a) _____ Redevelopment Agreement (the "Agreement") of even date herewith, executed by the Developer and the City of Chicago (the "City");
- (b) [insert other documents including but not limited to documents related to purchase and financing of the Property and all lender financing related to the Project]; and
- (c) all other agreements, instruments and documents executed in connection with the foregoing.

In addition to the foregoing, we have examined:

- (a) [revise to conform to Developer's structure] the original or certified, conformed or photostatic copies of the Developer's (i) Articles of Incorporation, as amended to date, (ii) qualifications to do business and certificates of good standing in all states in which the Developer is qualified to do business, (iii) Bylaws, as amended to date, and (iv) records of all corporate proceedings relating to the Project; and
- (b) such other documents, records and legal matters as we have deemed necessary or relevant for purposes of issuing the opinions hereinafter expressed.

In all such examinations, we have assumed the genuineness of all signatures (other than those of the Developer), the authenticity of documents submitted to us as originals and conformity to the originals of all documents submitted to us as certified, conformed or photostatic copies.

Based on the foregoing, it is our opinion that:

1. The Developer is a corporation duly organized, validly existing and in good standing under the laws of its state of [incorporation] [organization], has full power and authority to own and lease its properties and to carry on its business as presently conducted, and is in good standing and duly qualified to do business as a foreign [corporation] [entity] under the laws of every state in which the conduct of its affairs or the ownership of its assets requires such qualification, except for those states in which its failure to qualify to do business would not have a material adverse effect on it or its business.
2. The Developer has full right, power and authority to execute and deliver the Documents to which it is a party and to perform its obligations thereunder. Such

execution, delivery and performance will not conflict with, or result in a breach of, the Developer's [Articles of Incorporation or Bylaws] [describe any formation documents if the Developer is not a corporation] or result in a breach or other violation of any of the terms, conditions or provisions of any law or regulation, order, writ, injunction or decree of any court, government or regulatory authority, or, to the best of our knowledge after diligent inquiry, any of the terms, conditions or provisions of any agreement, instrument or document to which the Developer is a party or by which the Developer or its properties is bound. To the best of our knowledge after diligent inquiry, such execution, delivery and performance will not constitute grounds for acceleration of the maturity of any agreement, indenture, undertaking or other instrument to which the Developer is a party or by which it or any of its property may be bound, or result in the creation or imposition of (or the obligation to create or impose) any lien, charge or encumbrance on, or security interest in, any of its property pursuant to the provisions of any of the foregoing, other than liens or security interests in favor of the lender providing Lender Financing (as defined in the Agreement).

3. The execution and delivery of each Document and the performance of the transactions contemplated thereby have been duly authorized and approved by all requisite action on the part of the Developer.

4. Each of the Documents to which the Developer is a party has been duly executed and delivered by a duly authorized officer of the Developer, and each such Document constitutes the legal, valid and binding obligation of the Developer, enforceable in accordance with its terms, except as limited by applicable bankruptcy, reorganization, insolvency or similar laws affecting the enforcement of creditors' rights generally.

5. (Sub)Exhibit A attached hereto (a) identifies each class of capital stock of the Developer, (b) sets forth the number of issued and authorized shares of each such class, and (c) identifies the record owners of shares of each class of capital stock of the Developer and the number of shares held of record by each such holder. To the best of our knowledge after diligent inquiry, except as set forth on (Sub)Exhibit A, there are no warrants, options, rights or commitments of purchase, conversion, call or exchange or other rights or restrictions with respect to any of the capital stock of the Developer. Each outstanding share of the capital stock of the Developer is duly authorized, validly issued, fully paid and nonassessable.

6. To the best of our knowledge after diligent inquiry, no judgments are outstanding against the Developer, nor is there now pending or threatened, any litigation, contested claim or governmental proceeding by or against the Developer or affecting the Developer or its property, or seeking to restrain or enjoin the performance by the Developer of the Agreement or the transactions contemplated by the Agreement, or contesting the validity thereof. To the best of our knowledge after diligent inquiry, the Developer is not in default with respect to any order, writ, injunction or decree of any court, government or regulatory authority or in default in any respect under any law, order, regulation or demand of any

governmental agency or instrumentality, a default under which would have a material adverse effect on the Developer or its business.

7. To the best of our knowledge after diligent inquiry, there is no default by the Developer or any other party under any material contract, lease, agreement, instrument or commitment to which the Developer is a party or by which the company or its properties is bound.

8. To the best of our knowledge after diligent inquiry, all of the assets of the Developer are free and clear of mortgages, liens, pledges, security interests and encumbrances except for those specifically set forth in the Documents.

9. The execution, delivery and performance of the Documents by the Developer have not and will not require the consent of any person or the giving of notice to, any exemption by, any registration, declaration or filing with or any taking of any other actions in respect of, any person, including without limitation any court, government or regulatory authority.

10. To the best of our knowledge after diligent inquiry, the Developer owns or possesses or is licensed or otherwise has the right to use all licenses, permits and other governmental approvals and authorizations, operating authorities, certificates of public convenience, goods carriers permits, authorizations and other rights that are necessary for the operation of its business.

11. A federal or state court sitting in the State of Illinois and applying the choice of law provisions of the State of Illinois would enforce the choice of law contained in the Documents and apply the law of the State of Illinois to the transactions evidenced thereby.

We are attorneys admitted to practice in the State of Illinois and we express no opinion as to any laws other than federal laws of the United States of America and the laws of the State of Illinois.

This opinion is issued at the Developer's request for the benefit of the City and its counsel, and may not be disclosed to or relied upon by any other person.

Very truly yours,

By: _____

Name: _____

[(Sub)Exhibit "A" referred to in this Opinion of Developer's Counsel unavailable at time of printing.]

(Sub)Exhibit "N".
(To Redevelopment Agreement With Kingsbury Larrabee, L.L.C.)

Public Benefits Program.

Developer will make "commercially reasonable efforts" to increase M.B.E./W.B.E. participation above the minimum amounts thereof required in this Agreement.

Exhibit "B".
(To Ordinance)

Form Of City Note.

Registered
Number R-1

Maximum Amount
\$4,950,972

United States Of America

State Of Illinois

County Of Cook

City Of Chicago

Tax Increment Allocation Revenue Note (Kingsbury Larrabee, L.L.C.)
(Near North Redevelopment Project), Taxable Series 2006A.

Registered Owner: Kingsbury Larrabee, L.L.C.

Interest Rate: _____

Maturity Date: February 1, 2015

Know All Persons By These Presents, That the City of Chicago, Cook County, Illinois (the "City"), hereby acknowledges itself to owe and for value received

promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on or before the Maturity Date identified above, but solely from the sources herein after identified, the principal amount of this Note from time to time advanced by the Registered Owner to pay costs of the Project (as hereafter defined) in accordance with the ordinance hereinafter referred to up to the principal amount of Four Million Nine Hundred Fifty Thousand Nine Hundred Seventy-two Dollars (\$4,950,972) and to pay the Registered Owner interest on that amount at the Interest Rate per year specified above from the date of the advance. Interest shall be computed on the basis of a three hundred sixty (360) day year of twelve (12) thirty (30) day months. Accrued but unpaid interest on this Note shall also accrue at the interest rate per year specified above until paid.

Principal of and interest on this Note from the Available Incremental Taxes (as defined in the hereinafter defined Redevelopment Agreement) is due February 1 of each year in accordance with Schedule I attached hereto until the earlier of Maturity or until this Note is paid in full. Payments shall first be applied to interest. The principal of and interest on this Note are payable in lawful money of the United States of America, and shall be made to the Registered Owner hereof as shown on the registration books of the City maintained by the Comptroller of the City, as registrar and paying agent (the "Registrar"), at the close of business on the fifteenth (15th) day of the month immediately prior to the applicable payment, maturity or redemption date, and shall be paid by check or draft of the Registrar, payable in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Registrar; provided, that the final installment of principal and accrued but unpaid interest will be payable solely upon presentation of this Note at the principal office of the Registrar in Chicago, Illinois or as otherwise directed by the City. The Registered Owner of this Note shall note on the Payment Record attached hereto the amount and the date of any payment of the principal of this Note promptly upon receipt of such payment.

This Note is issued by the City in the principal amount of advances made from time to time by the Registered Owner up to Four Million Nine Hundred Fifty Thousand Nine Hundred Seventy-two Dollars (\$4,950,972) for the purpose of paying the costs of certain eligible redevelopment project costs incurred by Kingsbury Larrabee, L.L.C., a Delaware limited liability company (the "Developer") in connection with the construction of a building containing one hundred two (102) condominium dwelling units (at least twenty percent (20%) of which shall be Affordable Units and/or C.H.A. Units as defined in the Redevelopment Agreement) (the "Project"), all within or adjacent to the Near North Redevelopment Project Area (the "Project Area") in the City, pursuant to a Redevelopment Agreement dated _____, 2006 by and between the City and Developer, all in accordance with the Constitution and the laws of the State of Illinois, and particularly the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1, et seq.) (the "T.I.F. Act"), the Local Government Debt Reform Act (30 ILCS 350/1, et seq.) and an

ordinance adopted by the City Council of the City on _____, 2006 (the "Ordinance"), in all respects as by law required.

The City has assigned and pledged certain rights, title and interest of the City in and to certain incremental ad valorem tax revenues from the Project Area which the City is entitled to receive pursuant to the T.I.F. Act and the Ordinance, in order to pay the principal and interest of this Note. Reference is hereby made to the aforesaid Ordinance and the Redevelopment Agreement for a description, among others, with respect to the determination, custody and application of said revenues, the nature and extent of such security with respect to this Note and the terms and conditions under which this Note is issued and secured. This Note Is A Special Limited Obligation Of The City, And Is Payable Solely From Available Incremental Taxes, And Shall Be A Valid Claim Of The Registered Owner Hereof Only Against Said Source. This Note Shall Not Be Deemed To Constitute An Indebtedness Or A Loan Against The General Taxing Powers Or Credit Of The City, Within The Meaning Of Any Constitutional Or Statutory Provision. The Registered Owner Of This Note Shall Not Have The Right To Compel Any Exercise Of The Taxing Power Of The City, The State Of Illinois Or Any Political Subdivision Thereof To Pay The Principal Or Interest Of This Note. The principal of this Note is subject to redemption on any date, as a whole or in part, at a redemption price of one hundred percent (100%) of the principal amount thereof being redeemed. There shall be no prepayment penalty. Notice of any such redemption shall be sent by registered or certified mail not less than five (5) days nor more than sixty (60) days prior to the date fixed for redemption to the registered owner of this Note at the address shown on the registration books of the City maintained by the Registrar or at such other address as is furnished in writing by such Registered Owner to the Registrar.

This Note is issued in fully registered form in the denomination of its outstanding principal amount. This Note may not be exchanged for a like aggregate principal amount of notes or other denominations.

This Note is transferable by the Registered Owner hereof in person or by its attorney duly authorized in writing at the principal office of the Registrar in Chicago, Illinois, but only in the manner and subject to the limitations provided in the Ordinance, and upon surrender and cancellation of this Note. Upon such transfer, a new Note of authorized denomination of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange herefor. The Registrar shall not be required to transfer this Note during the period beginning at the close of business on the fifteenth (15th) day of the month immediately prior to the maturity date of this Note nor to transfer this Note after notice calling this Note or a portion hereof for redemption has been mailed, nor during a period of five (5) days next preceding mailing of a notice of redemption of this Note. Such transfer shall be in accordance with the form at the end of this Note.

This Note hereby authorized shall be executed and delivered as the Ordinance and the Redevelopment Agreement provide.

Pursuant to the Redevelopment Agreement, the Registered Owner has agreed to acquire and construct the Project and to advance funds for the construction of certain facilities related to the Project on behalf of the City. The cost of such acquisition and construction in the amount of Four Million Nine Hundred Fifty Thousand Nine Hundred Seventy-two Dollars (\$4,950,972) shall be deemed to be a disbursement of the proceeds of this Note.

Pursuant to Section 15.02 of the Redevelopment Agreement, the City has reserved the right to suspend or terminate payments of principal and of interest on this Note upon the occurrence of certain conditions. The City shall not be obligated to make payments under this Note if an Event of Default (as defined in the Redevelopment Agreement), or condition or event that with notice or the passage of time or both would constitute an Event of Default, has occurred. Such rights shall survive any transfer of this Note. The City and the Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and for all other purposes and neither the City nor the Registrar shall be affected by any notice to the contrary, unless transferred in accordance with the provisions hereof.

It is hereby certified and recited that all conditions, acts and things required by law to exist, to happen, or to be done or performed precedent to and in the issuance of this Note did exist, have happened, have been done and have been performed in regular and due form and time as required by law; that the issuance of this Note, together with all other obligations of the City, does not exceed or violate any constitutional or statutory limitation applicable to the City.

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

In Witness Whereof, The City of Chicago, Cook County, Illinois, by its City Council, has caused its official seal to be imprinted by facsimile hereon or hereunto affixed, and has caused this Note to be signed by the duly authorized signature of the Mayor and attested by the duly authorized signature of the City Clerk or the Deputy City Clerk of the City, all as of _____, 2006.

Mayor

[Seal]

Attest:

City Clerk or Deputy City Clerk

Certificate
Of
Authentication

Registrar and Paying Agent:

Comptroller of the
City of Chicago,
Cook County, Illinois

This Note is described in the within mentioned Ordinance and is the Tax Increment Allocation Revenue Note (Kingsbury Larrabee, L.L.C.) (Near North Redevelopment Project Area), Taxable Series 2006A of the City of Chicago, Cook County, Illinois.

Comptroller

Date: _____

Principal Payment Record.

Date Of Payment	Principal Payment	Principal Balance Due
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Assignment.

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

the within Note and does hereby irrevocably constitute and appoint _____ as attorney to transfer the said Note on the books kept for registration thereof with full power of substitution in the premises.

[name of current Registered Owner]

By: _____

Its: _____

Date: _____, 20____

Notice: The Signature to this assignment must correspond with the name of registered owner as it appear upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

* * * * *

Notice: Transferor's signature(s) must be guaranteed by a member of the New York Stock Exchange or a commercial bank or trust company:

Signature Guaranteed: _____

* * * * *

Consented to as of _____, 20__ by:

City of Chicago, acting through its
Department Of Planning And Development

By: _____
Commissioner

[Schedule 1 referred to in this Form of City
Note unavailable at time of printing.]

AUTHORIZATION FOR IMPOSITION OF TAX LEVY
AND APPROVAL OF 2007 BUDGET FOR
SPECIAL SERVICE AREA NUMBER 1.

The Committee on Finance submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the imposition of the 2006 tax levy and the approval of the 2007 budget for Special Service Area Number 1, amount to be levied: \$1,056,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Special service areas may be established pursuant to Article VII, Sections 6(1) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5, et seq. (the "Special Service Area Act") and pursuant to the Property Tax Code, 35 ILCS 200/1-1, et seq., as amended from time to time; and

WHEREAS, On July 7, 1977, the City Council of the City of Chicago (the "City Council") enacted an ordinance, as amended by an ordinance enacted by the City Council on November 17, 1993, as further amended by an ordinance enacted by the City Council on December 21, 1994, as further amended by an ordinance enacted by the City Council on December 11, 1996 (collectively, the "Establishment Ordinance") which established an area known and designated as City of Chicago Special Service Area Number 1 (the "Area") and authorized the levy of an annual tax not to exceed an annual rate of four hundred five thousandths of one percent (.405%) of the equalized assessed value of the taxable property therein (the "Services Tax") to provide certain special services in and for the Area in addition to the services provided by and to the City of Chicago generally (the "Special Services"); and

WHEREAS, The Establishment Ordinance established the Area as that territory including those properties fronting on State Street between Wacker Drive and Congress Parkway; and

WHEREAS, The Special Services authorized in the Establishment Ordinance included the recruitment of new businesses to the Area; real estate rehabilitation and maintenance activities; beautification activities; promotional, marketing and advertising activities and planning and technical assistance programs for area business persons to promote commercial and economic development in the Area; and

WHEREAS, The Establishment Ordinance provided for the appointment of the State Street Commission (the "Commission") for the purpose of recommending to the Mayor and to the City Council a yearly budget based upon the cost of providing the Special Services and further to advise the Mayor and the City Council regarding the amount of the Services Tax to be levied; and

WHEREAS, It is the responsibility of the Commission to recommend to the Department of Planning and Development, the Mayor and the City Council an entity to serve as a service provider (the "Service Provider"), the form of an agreement between the City and the Service Provider for the provision of Special Services to the Area, and a line item budget to be included in the agreement between the City and the Service Provider; and

WHEREAS, The Commission has been duly appointed and qualified and has heretofore prepared and transmitted to the Commissioner of the Department of

Planning and Development and to the City Council its recommendations for a budget to provide the Special Services in the Area for the fiscal year commencing January 1, 2007, and has advised the Mayor and the City Council concerning the Services Tax for the tax year 2006 for the purpose of providing funds necessary to provide the Special Services; and

WHEREAS, In 2005, the City Council approved an agreement with Chicago Loop Alliance, an Illinois not-for-profit corporation, as the Service Provider, with a term beginning as of January 1, 2006 and ending on December 31, 2008, and such Service Provider agreement contemplated that it would be amended for the year 2007 to contain a revised budget and scope of services for such year; and

WHEREAS, Certain members of the Commission may serve from time to time on the Board of Directors of the Service Provider, or serve the Service Provider in some other voluntary capacity, which such service shall provide no financial compensation in any manner to such Commission member; now, therefore,

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

SECTION 1. Incorporation Of Preambles. The preambles of this ordinance are hereby incorporated into this text as if set out herein in full.

SECTION 2. Appropriations. There is hereby appropriated the following sums in the amounts and for the purposes necessary to provide the Special Services in and for the Area, the estimated amounts of miscellaneous income and the amounts required to be raised by the levy of the Services Tax indicated as follows:

State Street Commission
Special Service Area Budget.

For the fiscal year beginning January 1, 2007 and ending December 31, 2007.

	Expenditures
Service Provider Agreement for the provision of Special Services	\$1,310,302
TOTAL BUDGET REQUEST:	\$1,310,302

Source Of Funding

Fund 326 \$ 254,302

Tax levy at an annual rate not
to exceed four hundred five
thousandths of one percent (.405%)
of the as equalized assessed
value of taxable property within
Special Service Area Number 1 \$1,056,000

SECTION 3. Levy Of Taxes. There is hereby levied pursuant to the provisions of Article VII, Sections 6(a) and 6(l)(2) of the Constitution of the State of Illinois and pursuant to the provisions of the Special Service Area Act and pursuant to the provisions of the Establishment Ordinance, the sum of One Million Fifty-six Thousand Dollars (\$1,056,000) as the amount of the Services Tax for the tax year 2006.

SECTION 4. Filing. The City Clerk is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois a certified copy of this ordinance on or prior to December 26, 2006, noting that Fund 326 is the budget for the Area for 2006, and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City of Chicago, the Services Tax herein provided for, said Services Tax to be extended for collection by the County Clerk for the tax year 2006 against all the taxable property within the Area, the amount of the Services Tax herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within the Area.

SECTION 5. Enforceability. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

SECTION 6. Conflict. This ordinance shall control over any provision of any other ordinance, resolution, motion or order in conflict with this ordinance, to the extent of such conflict,

SECTION 7. Publication. This ordinance shall be published by the City Clerk, in special pamphlet form, by preparing at least one hundred (100) copies thereof, which copies are to be made available in his office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

SECTION 8. Effective Date. This ordinance shall take effect ten (10) days after its passage and publication.

AUTHORIZATION FOR IMPOSITION OF TAX LEVY
AND APPROVAL OF 2007 BUDGET FOR
SPECIAL SERVICE AREA NUMBER 3.

The Committee on Finance submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the imposition of the 2006 tax levy and the approval of the 2007 budget for Special Service Area Number 3, amount to be levied: \$596,196, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Olivo, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 44.

Nays -- None.

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

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

The following is said ordinance as passed:

WHEREAS, Special service areas may be established pursuant to Article VII, Sections 6(1) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5, et seq. (the "Special Service Area Act") and pursuant to the Property Tax Code, 35 ILCS 200/1-1, et seq., as amended from time to time; and

WHEREAS, October 31, 1983, the City Council of the City of Chicago (the "City Council") enacted an ordinance, as amended by an ordinance enacted by the City Council on May 30, 1984, as further amended by an ordinance enacted by the City Council on July 13, 1988 (collectively, the "Establishment Ordinance") which established an area known and designated as City of Chicago Special Service Area Number 3 (the "Area") and authorized the levy of an annual tax not to exceed an annual rate of one and twenty-five hundredths of one percent (1.25%) of the equalized assessed value of the taxable property therein (the "Services Tax") to provide certain special services in and for the Area in addition to the services provided by and to the City of Chicago generally (the "Special Services"); and

WHEREAS, The Establishment Ordinance established the Area as that territory approximately bounded by the area fronting in whole or in part on 63rd Street, from Bell Avenue to Central Park Avenue; on Kedzie Avenue, from 62nd Street to 64th Street; and on Western Avenue, from 61st Street to 64th Street; and

WHEREAS, The Special Services authorized in the Establishment Ordinance included recruitment of new businesses to the Area, loan packaging services, rehabilitation activities, coordinated promotional and advertising activities for the Area, and other technical assistance activities to promote commercial and economic development; and

WHEREAS, On December 2, 1998, the City Council enacted an ordinance acknowledging that within the scope of "rehabilitation activities" (as such term is used in the Establishment Ordinance) are included certain activities relating to the identification and assessment of properties for redevelopment in the Area, and payment or advancement of funds for, and performance of certain predevelopment activities relating to such suitable properties, including the advancing of S.S.A. funds as earnest money or option costs incurred in furtherance of the possible acquisition for redevelopment of such properties; and

WHEREAS, The Establishment Ordinance provided for the appointment of the Chicago Southwest Business Growth Area Commission (the "Commission") for the purpose of recommending to the Mayor and to the City Council a yearly budget based upon the cost of providing the Special Services and further to advise the Mayor and the City Council regarding the amount of the Services Tax to be levied; and

WHEREAS, It is the responsibility of the Commission to recommend to the Department of Planning and Development, the Mayor and the City Council an entity to serve as a service provider (the "Service Provider"), the form of an agreement between the City and the Service Provider for the provision of Special Services to the Area, and a line item budget to be included in the agreement between the City and the Service Provider; and

WHEREAS, The Commission has been duly appointed and qualified and has heretofore prepared and transmitted to the Commissioner of the Department of Planning and Development and to the City Council its recommendations for a budget to provide the Special Services in the Area for the fiscal year commencing January 1, 2007, and has advised the Mayor and the City Council concerning the Services Tax for the tax year 2006 for the purpose of providing funds necessary to provide the Special Services; and

WHEREAS, In 2005, the City Council approved an agreement with the Greater Southwest Development Corporation, an Illinois not-for-profit corporation, as the Service Provider, with a term beginning as of January 1, 2006 and ending on December 31, 2008, and such Service Provider agreement contemplated that it would be amended for the year 2007 to contain a revised budget and scope of services for such year; and

WHEREAS, Certain members of the Commission may serve from time to time on the Board of Directors of the Service Provider, or serve the Service Provider in some other voluntary capacity, which such service shall provide no financial compensation in any manner to such Commission member; now, therefore,

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

SECTION 1. Incorporation Of Preambles. The preambles of this ordinance are hereby incorporated into this text as if set out herein in full.

SECTION 2. Appropriations. There is hereby appropriated the following sums in the amounts and for the purposes necessary to provide the Special Services in and for the Area, the estimated amounts of miscellaneous income and the amounts required to be raised by the levy of the Services Tax indicated as follows:

Chicago Southwest Business Growth Area Commission

Special Service Area Budget.

For the fiscal year beginning January 1, 2007 and ending December 31, 2007.

	Expenditures
Service Provider Agreement for the provision of Special Services	\$623,196
TOTAL BUDGET REQUEST:	\$623,196
 Source Of Funding	
Tax levy at an annual rate not to exceed one and twenty-five hundredths of one percent (1.25%) of the equalized assessed value of taxable property within Special Service Area Number 3	\$596,196
Carryover funds from previous tax years	\$ 27,000

SECTION 3. Levy Of Taxes. There is hereby levied pursuant to the provisions of Article VII, Sections 6(a) and 6(1)(2) of the Constitution of the State of Illinois and pursuant to the provisions of the Special Service Area Act and pursuant to the provisions of the Establishment Ordinance, the sum of Five Hundred Ninety-six Thousand One Hundred Ninety-six Dollars (\$596,196) as the amount of the Services Tax for the tax year 2006.

SECTION 4. Filing. The City Clerk is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois a certified copy of this ordinance on or prior to December 26, 2006, and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City of Chicago, the Services Tax herein provided for, said Services Tax to be extended for collection by the County Clerk for the tax year 2006 against all the taxable property within the Area, the amount of the Services Tax herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within the Area.

SECTION 5. Enforceability. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

SECTION 6. Conflict. This ordinance shall control over any provision of any other ordinance, resolution, motion or order in conflict with this ordinance, to the extent of such conflict.

SECTION 7. Publication. This ordinance shall be published by the City Clerk, in special pamphlet form, by preparing at least one hundred (100) copies thereof, which copies are to be made available in his office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

SECTION 8. Effective Date. This ordinance shall take effect ten (10) days after its passage and publication.

AUTHORIZATION FOR IMPOSITION OF TAX LEVY
AND APPROVAL OF 2007 BUDGET FOR
SPECIAL SERVICE AREA NUMBER 22.

The Committee on Finance submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the imposition of the 2006 tax levy and the approval of the 2007 budget for Special Service Area Number 22, amount to be levied: \$155,228, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Special service areas may be established pursuant to Article VII, Sections 6(1) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5, et seq. (the "Special Service Area Act") and pursuant to the Property Tax Code, 35 ILCS 200/1-1, et seq., as amended from time to time; and

WHEREAS, On November 13, 2002, the City Council of the City of Chicago (the "City Council") enacted an ordinance (the "Establishment Ordinance") which established an area known and designated as City of Chicago Special Service Area Number 22 (the "Area") and authorized the levy of an annual tax, for the period beginning in 2002 through and including 2011, not to exceed an annual rate of four hundred seventy-five thousandths of one percent (0.475%) of the equalized assessed value of the taxable property therein (the "Services Tax") to provide certain special services in and for the Area in addition to the services provided by and to the City of Chicago generally (the "Special Services"); and

WHEREAS, The Establishment Ordinance established the Area as that territory consisting approximately of the territory along both sides of Clark Street, from Ainslie Street on the south to Victoria Street on the north; and

WHEREAS, The Special Services authorized in the Establishment Ordinance include but are not limited to, recruitment and promotion of new businesses to the Area and retention and promotion of existing businesses within the Area; maintenance and beautification activities; coordinated marketing and promotional activities; strategic planning for the general development of the Area; financing of storefront facade improvements; security services, including, but not limited to, the development of safety programs; and other technical assistance activities to promote commercial and economic development, including, but not limited to, streetscape improvements, strategic transit/parking improvements including parking management studies, and enhanced land-use oversight and control initiatives; and

WHEREAS, The Establishment Ordinance provided for the appointment of the Andersonville Street Special Service Area Commission (the "Commission") for the purpose of recommending to the Mayor and to the City Council a yearly budget based upon the cost of providing the Special Services and further to advise the Mayor and the City Council regarding the amount of the Services Tax to be levied; and

WHEREAS, It is the responsibility of the Commission to recommend to the Department of Planning and Development, the Mayor and the City Council an entity to serve as a service provider (the "Service Provider"), the form of an agreement between the City and the Service Provider for the provision of Special Services to the Area, and a line item budget to be included in the agreement between the City and the Service Provider; and

WHEREAS, The Commission has been duly appointed and qualified and has heretofore prepared and transmitted to the Commissioner of the Department of Planning and Development and to the City Council its recommendations for a budget to provide the Special Services in the Area for the fiscal year commencing January 1, 2007, and has advised the Mayor and the City Council concerning the Services Tax for the tax year 2006 for the purpose of providing funds necessary to provide the Special Services; and

WHEREAS, In 2005, the City Council approved an agreement with the Andersonville Chamber of Commerce, an Illinois not-for-profit corporation, as the Service Provider, with a term beginning as of January 1, 2006 and ending on December 31, 2008, and such Service Provider agreement contemplated that it would be amended for the year 2007 to contain a revised budget and scope of services for such year; and

WHEREAS, Certain members of the Commission may serve from time to time on the Board of Directors of the Service Provider, or serve the Service Provider in some other voluntary capacity, which such service shall provide no financial compensation in any manner to such Commission member; now, therefore,

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

SECTION 1. Incorporation Of Preambles. The preambles of this ordinance are hereby incorporated into this text as if set out herein in full.

SECTION 2. Appropriations. There is hereby appropriated the following sums in the amounts and for the purposes necessary to provide the Special Services in and for the Area, the estimated amounts of miscellaneous income and the amounts required to be raised by the levy of the Services Tax indicated as follows:

Andersonville Special Service Area Commission

Special Service Area Budget.

For the fiscal year commencing January 1, 2007 and ending December 31, 2007.

	Expenditures
Service Provider Agreement for the provision of Special Services	\$201,758
TOTAL BUDGET REQUEST:	\$201,758
 Source Of Funding	
Tax levy at an annual rate not to exceed four hundred seventy-five thousandths of one percent (0.475%) of the assessed value, as equalized, of taxable property within Special Service Area Number 22	\$155,228
Carryover funds from previous tax years	\$ 46,530

SECTION 3. Levy Of Taxes. There is hereby levied pursuant to the provisions of Article VII, Sections 6(a) and 6(1)(2) of the Constitution of the State of Illinois and pursuant to the provisions of the Special Service Area Act and pursuant to the provisions of the Establishment Ordinance, the sum of One Hundred Fifty-five Thousand Two Hundred Twenty-eight Dollars (\$155,228) as the amount of the Services Tax for the tax year 2006.

SECTION 4. Filing. The City Clerk is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois a certified copy of this ordinance on or prior to December 26, 2006, and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City of Chicago, the Services Tax herein provided for, said Services Tax to be extended for collection by the County Clerk for the tax year 2006 against all the taxable property within the Area, the amount of the Services Tax herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within the Area.

SECTION 5. Enforceability. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

SECTION 6. Conflict. This ordinance shall control over any provision of any other ordinance, resolution, motion or order in conflict with this ordinance, to the extent of such conflict.

SECTION 7. Publication. This ordinance shall be published by the City Clerk, in special pamphlet form, by preparing at least one hundred (100) copies thereof, which copies are to be made available in his office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

SECTION 8. Effective Date. This ordinance shall take effect ten (10) days after its passage and publication.

AUTHORIZATION FOR IMPOSITION OF TAX LEVY AND
APPROVAL OF 2007 BUDGET FOR SPECIAL
SERVICE AREA NUMBER 23.

The Committee on Finance submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the imposition of the 2006 tax levy and the approval of the 2007 budget for Special Service Area Number 23, amount to be levied: \$229,138, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Special service areas may be established pursuant to Article VII, Sections 6(1) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5, et seq. (the "Special Service Area Act"), and pursuant to the Property Tax Code, 35 ILCS 200/1-1, et seq., as amended from time to time; and

WHEREAS, On December 4, 2002, the City Council of the City of Chicago (the "City Council") enacted an ordinance (the "Establishment Ordinance") which established an area known and designated as City of Chicago Special Service Area Number 23 (the "Area") and authorized the levy of an annual tax, for the period beginning in 2002 through and including 2011, not to exceed an annual rate of one hundred seventy-five thousandths of one percent (0.175%) of the equalized assessed

value of the taxable property therein (the "Services Tax") to provide certain special services in and for the Area in addition to the services provided by and to the City of Chicago generally (the "Special Services"); and

WHEREAS, The Establishment Ordinance established the Area as that territory consisting approximately of Clark Street running from Diversey Parkway to Armitage Avenue; and

WHEREAS, The Special Services authorized in the Establishment Ordinance include, but are not limited to, maintenance and beautification activities; sidewalk cleaning, landscaping, streetscape improvements and public art display; coordinated marketing and promotional activities; parking management initiatives including parking management studies; promotion of businesses within the Area, including recruitment and promotion of new businesses to the Area and retention and promotion of existing businesses within the Area; security services; financing of storefront facade improvements; strategic planning; monitoring zoning and building code compliance; and other technical assistance activities to promote commercial and economic development; and

WHEREAS, The Establishment Ordinance provided for the appointment of the Lincoln Park Special Service Area Commission (the "Commission") for the purpose of recommending to the Mayor and to the City Council a yearly budget based upon the cost of providing the Special Services and to advise the Mayor and the City Council regarding the amount of the Services Tax to be levied; and

WHEREAS, It is the responsibility of the Commission to recommend to the Department of Planning and Development, the Mayor and the City Council an entity to serve as a service provider (the "Service Provider"), the form of an agreement between the City and the Service Provider for the provision of Special Services to the Area, and a line item budget to be included in the agreement between the City and the Service Provider; and

WHEREAS, The Commission has been duly appointed and qualified and has heretofore prepared and transmitted to the Commissioner of the Department of Planning and Development and to the City Council its recommendations for a budget to provide the Special Services in the Area for the fiscal year commencing January 1, 2007, and has advised the Mayor and the City Council concerning the Services Tax for the tax year 2006 for the purpose of providing funds necessary to provide the Special Services; and

WHEREAS, In 2005, the City Council approved an agreement with the Lincoln Park Chamber of Commerce, an Illinois not-for-profit corporation, as the Service Provider, with a term beginning as of January 1, 2006 and ending on December 31, 2008, and such Service Provider agreement contemplated that it would be amended for the year 2007 to contain a revised budget and scope of services for such year; and

WHEREAS, Certain members of the Commission may serve from time to time on the Board of Directors of the Service Provider, or serve the Service Provider in some other voluntary capacity, which such service shall provide no financial compensation in any manner to such Commission member; now, therefore,

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

SECTION 1. Incorporation Of Preambles. The preambles of this ordinance are hereby incorporated into this text as if set out herein in full.

SECTION 2. Appropriations. There is hereby appropriated the following sums in the amounts and for the purposes necessary to provide the Special Services in and for the Area, the estimated amounts of miscellaneous income and the amounts required to be raised by the levy of the services 'tax indicated as follows:

Lincoln Park Special Service Area Commission
Special Service Area Budget.

For the fiscal year commencing January 1, 2007 and ending December 31, 2007.

	Expenditures
Service Provider Agreement for the provision of Special Services	\$274,342
TOTAL BUDGET REQUEST:	\$274,342
 Source Of Funding	
Tax levy at a rate not to exceed one-hundred seventy-five thousandths of one percent (0.175%) of the equalized assessed value of taxable property within Special Service Area Number 23	\$229,138
Carryover funds from previous tax years	\$ 45,204

SECTION 3. Levy Of Taxes. There is hereby levied pursuant to the provisions of Article VII, Sections 6(a) and 6(1)(2) of the Constitution of the State of Illinois and

pursuant to the provisions of the Special Service Area Act and pursuant to the provisions of the Establishment Ordinance, the sum of Two Hundred Twenty-nine Thousand One Hundred Thirty-eight Dollars (\$229,138) as the amount of the Services Tax for the tax year 2006.

SECTION 4. Filing. The City Clerk is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois a certified copy of this ordinance on or prior to December 26, 2006, and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City of Chicago, the Services Tax herein provided for, said Services Tax to be extended for collection by the County Clerk for the tax year 2006 against all the taxable property within the Area, the amount of the Services Tax herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within the Area.

SECTION 5. Enforceability. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

SECTION 6. Conflict. This ordinance shall control over any provision of any other ordinance, resolution, motion or order in conflict with this ordinance, to the extent of such conflict.

SECTION 7. Publication. This ordinance shall be published by the City Clerk, in special pamphlet form, by preparing at least one hundred (100) copies thereof, which copies are to be made available in his office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

SECTION 8. Effective Date. This ordinance shall take effect ten (10) days after its passage and publication.

AMENDMENT OF YEAR 2005 ORDINANCE AND SERVICE PROVIDER
AGREEMENT, AUTHORIZATION FOR IMPOSITION OF TAX
LEVY AND APPROVAL OF 2007 BUDGET FOR
SPECIAL SERVICE AREA NUMBER 24.

The Committee on Finance submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the imposition of the 2006 tax levy and the approval of the 2007 budget for Special Service Area Number 24, amount to be levied: \$265,969, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schuler, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Special service areas may be established pursuant to Article VII, Sections 6(1) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5, et seq. (the "Special Service Area Act") and pursuant to the Property Tax Code, 35 ILCS 200/1-1, et seq., as amended from time to time; and

WHEREAS, On December 17, 2003, the City Council of the City of Chicago (the "City Council") enacted an ordinance (the "Establishment Ordinance") which established an area known and designated as City of Chicago Special Service Area Number 24 (the "Area") and authorized the levy of an annual tax, for the period beginning in tax year 2003 through and including tax year 2012, not to exceed an annual rate of sixty hundredths of one percent (0.60%) of the equalized assessed value of the taxable property therein (the "Services Tax") to provide certain special services in and for the Area in addition to the services provided by and to the City of Chicago generally (the "Special Services"); and

WHEREAS, The Establishment Ordinance established the Area as that territory consists of Morse Avenue, from Clark Street to Sheridan Road; on Clark Street, from Wallen Avenue to Birchwood Avenue; on Glenwood Avenue, from Lunt Avenue to Farwell Avenue; and

WHEREAS, The Special Services authorized in the Establishment Ordinance included maintenance and beautification activities including, but not limited to, snow removal and sidewalk cleaning; security services, including, but not limited to, the development of safety programs; recruitment and promotion of new businesses to the Area and retention and promotion of existing businesses within the Area; coordinated marketing and promotional activities; strategic planning for the general development of the Area; financing of storefront facade improvements; and other technical assistance activities to promote commercial and economic development, including, but not limited to, streetscape improvements, strategic transit/parking improvements including parking management studies, and enhanced land-use oversight and control initiatives; and

WHEREAS, The Establishment Ordinance provided for the appointment of the Clark Street Special Service Area Commission (the "Commission") for the purpose of recommending to the Mayor and to the City Council a yearly budget based upon the cost of providing the Special Services and further to advise the Mayor and the City Council regarding the amount of the Services Tax to be levied; and

WHEREAS, It is the responsibility of the Commission to recommend to the Department of Planning and Development, the Mayor and the City Council an entity to serve as a service provider (the "Service Provider"), the form of an agreement between the City and the Service Provider for the provision of Special Services to the Area, and a line item budget to be included in the agreement between the City and the Service Provider; and

WHEREAS, The Commission has been duly appointed and qualified and has heretofore prepared and transmitted to the Commissioner of the Department of Planning and Development (the "Commissioner") and to the City Council its recommendations for a budget to provide the Special Services in the Area for the fiscal year commencing January 1, 2007, and has advised the Mayor and the City

Council concerning the Services Tax for the tax year 2006 for the purpose of providing funds necessary to provide the Special Services; and

WHEREAS, On November 30, 2005, the City Council approved an ordinance (the "2005 Ordinance") that appropriated funds for the Area and authorized the Commissioner to enter into an agreement with the DevCorp North, an Illinois not-for-profit corporation, as the Service Provider, with a term beginning as of January 1, 2006 and ending on December 31, 2008, and such Service Provider Agreement (the "Service Provider Agreement") contemplated that it would be amended for the year 2007 to contain a revised budget and scope of services for such year; and

WHEREAS, The Service Provider has determined that approximately Thirty-four Thousand Dollars (\$34,000) more funds than appropriated in the 2005 Ordinance and reflected in the Service Provider Agreement are available to carryover from the budget for Special Services for 2005 (the "2005 Carryover Funds") to the budget for Special Services for 2006 (the "2006 Budget") due to smaller than expected expenditures in 2005; and

WHEREAS, The Service Provider desires that the City amend the 2005 Ordinance and the Service Provider Agreement to increase the maximum compensation of the Service Provider appropriated for the 2006 Budget to reflect the additional 2005 Carryover Funds available for expenditure for Special Services in 2006; and

WHEREAS, It is in the best interests of the City to amend the 2005 Ordinance and the Service Provider Agreement to increase the maximum compensation of the Service Provider appropriated for the 2006 Budget to reflect the additional 2005 Carryover Funds available for expenditure for Special Services in 2006; and

WHEREAS, Certain members of the Commission may serve from time to time on the Board of Directors of the Service Provider, or serve the Service Provider in some other voluntary capacity, which such service shall provide no financial compensation in any manner to such Commission member; now, therefore,

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

SECTION 1. Incorporation Of Preambles. The preambles of this ordinance are hereby incorporated into this text as if set out herein in full.

SECTION 2. Appropriations. There is hereby appropriated the following sums in the amounts and for the purposes necessary to provide the Special Services in and for the Area, the estimated amounts of miscellaneous income and the amounts required to be raised by the levy of the Services Tax indicated as follows:

Clark Street Special Service Area Commission
Special Service Area Budget.

For a term beginning as of January 1, 2007 and ending December 31, 2007.

	Expenditures
Service Provider Agreement for the provision of Special Services	\$302,969
TOTAL BUDGET REQUEST:	\$302,969
Source Of Funding	
Tax levy at a rate not to exceed sixty hundredths of one percent (0.60%) of the equalized assessed value of taxable property within Special Service Area Number 24	\$265,969
Carryover funds from previous tax years	\$ 37,000

SECTION 3. Levy Of Taxes. There is hereby levied pursuant to the provisions of Article VII, Sections 6(a) and 6(1)(2) of the Constitution of the State of Illinois and pursuant to the provisions of the Special Service Area Act and pursuant to the provisions of the Establishment Ordinance, the sum of Two Hundred Sixty-five Thousand Nine Hundred Sixty-nine Dollars (\$265,969) as the amount of the Services Tax for the tax year 2006.

SECTION 4. Filing. The City Clerk is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois a certified copy of this ordinance on or prior to December 26, 2006, and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City of Chicago, the Services Tax herein provided for, said Services Tax to be extended for collection by the County Clerk for the tax year 2006 against all the taxable property within the Area, the amount of the Services Tax herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within the Area.

SECTION 5. Amendment Of The 2005 Ordinance. Section 2 of the 2005 Ordinance is hereby amended by deleting the bracketed language and adding the underlined language as follows:

"Section 2. Appropriations. There is hereby appropriated the following sums in the amounts and for the purposes necessary to provide the Special Services in and for the Area, the estimated amounts of miscellaneous income and the amounts required to be raised by the levy of the Services Tax indicated as follows:

Clark Street Special Service Area Commission
Special Service Area Budget.

For a term beginning as of January 1, 2006 and ending December 31, 2006.

	Expenditures	
Service Provider Agreement for the provision of Special Services	[\$296,080]	<u>\$330,080</u>
TOTAL BUDGET REQUEST:	[\$296,080]	<u>\$330,080</u>
Source Of Funding		
Tax levy at a rate not to exceed sixty hundredths of one percent (0.60%) of the equalized assessed value of taxable property within Special Service Area Number 24		\$ 253,304
Carryover funds from previous tax years	[\$ 42,776]	<u>\$ 76,776</u> "

SECTION 6. Amendment Of The Service Provider Agreement. The Commissioner and a designee of the Commissioner are each hereby authorized, subject to approval by the Corporation Counsel as to form and legality, to enter into, execute and deliver an amendment to the Service Provider Agreement, and such other supporting documents, if any, as may be necessary to increase the amount of the maximum compensation of the Service Provider during 2006 from Two Hundred Ninety-six Thousand Eighty Dollars (\$296,080) to an amount not to exceed Three Hundred Thirty Thousand Eighty Dollars (\$330,080). Such increase shall reflect the additional amount of 2005 Carryover Funds available for expenditure in 2006.

SECTION 7. Enforceability. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

SECTION 8. Conflict. This ordinance shall control over any provision of any other ordinance, resolution, motion or order in conflict with this ordinance, to the extent of such conflict.

SECTION 9. Publication. This ordinance shall be published by the City Clerk, in special pamphlet form, by preparing at least one hundred (100) copies thereof, which copies are to be made available in his office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

SECTION 10. Effective Date. This ordinance shall take effect ten (10) days after its passage and publication.

AUTHORIZATION FOR IMPOSITION OF TAX LEVY AND
APPROVAL OF 2007 BUDGET FOR SPECIAL
SERVICE AREA NUMBER 26.

The Committee on Finance submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the imposition of the 2006 tax levy and the approval of the 2007 budget for Special Service Area Number 26, amount to be levied: \$284,459, having had the same under advisement, begs leave to report and recommend that Your Honorable Body Pass the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Special service areas may be established pursuant to Article VII, Sections 6(1) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5, et seq. (the "Special Service Area Act"), and pursuant to the Property Tax Code, 35 ILCS 200/1-1, et seq., as amended from time to time; and

WHEREAS, On December 17, 2003, the City Council of the City of Chicago (the "City Council") enacted an ordinance (the "Establishment Ordinance") which established an area known and designated as City of Chicago Special Service Area Number 26 (the "Area") and authorized the levy of an annual tax for the period beginning in tax year 2003 through and including tax year 2012, not to exceed an annual rate of four hundred seventy-five thousandths of one percent (0.475%) of the equalized assessed value of the taxable property therein (the "Services Tax") to provide certain special services in and for the Area in addition to the services provided by and to the City of Chicago generally (the "Special Services"); and

WHEREAS, The Establishment Ordinance established the Area as that territory approximately consisting of the west side of Broadway, from Foster Avenue to

Rosemont; the east side of Broadway to the Chicago Transit Authority tracks, from Foster Avenue to Granville Avenue; the south side of Granville Avenue, from Broadway to Kenmore Avenue; the north side of Granville Avenue, from the Chicago Transit Authority tracks to Kenmore Avenue; the north and south side of Bryn Mawr Avenue, from Broadway to Kenmore Avenue; the northeast side of Ridge, from Broadway to Magnolia Avenue; and the southwest side of Ridge Avenue, from Broadway to the first alley; and

WHEREAS, The Special Services authorized in the Establishment Ordinance included maintenance and beautification activities including, but not limited to, snow removal; security services, including, but not limited to, the development of safety programs; recruitment and promotion of new businesses to the Area and retention and promotion of existing businesses within the Area; coordinated marketing and promotional activities; strategic planning for the general development of the Area; financing of storefront facade improvements; and other technical assistance activities to promote commercial and economic development including, but not limited to, streetscape improvements, strategic transit/parking improvements including parking management studies, monitoring zoning and building code compliance, and assistance in developing open space uses; and

WHEREAS, The Establishment Ordinance provided for the appointment of the Broadway Commercial District Special Service Area Commission (the "Commission") for the purpose of recommending to the Mayor and to the City Council a yearly budget based upon the cost of providing the Special Services and further to advise the Mayor and the City Council regarding the amount of the Services Tax to be levied; and

WHEREAS, It is the responsibility of the Commission to recommend to the Department of Planning and Development, the Mayor and the City Council an entity to serve as a service provider (the "Service Provider"), the form of an agreement between the City and the Service Provider for the provision of Special Services to the Area, and a line item budget to be included in the agreement between the City and the Service Provider; and

WHEREAS, The Commission has been duly appointed and qualified and has heretofore prepared and transmitted to the Commissioner of the Department of Planning and Development and to the City Council its recommendations for a budget to provide the Special Services in the Area for the fiscal year commencing on January 1, 2007, and has advised the Mayor and the City Council concerning the Services Tax for the tax year 2006 for the purpose of providing funds necessary to provide the Special Services; and

WHEREAS, In 2005, the City Council approved an agreement with the East Edgewater Chamber of Commerce, an Illinois not-for-profit corporation, as the Service Provider, with a term beginning as of January 1, 2006 and ending on December 31, 2008, and such Service Provider agreement contemplated that it

would be amended for the year 2007 to contain a revised budget and scope of services for such year; and

WHEREAS, Certain members of the Commission may serve from time to time on the Board of Directors of the Service Provider, or serve the Service Provider in some other voluntary capacity, which such service shall provide no financial compensation in any manner to such Commission member; now, therefore,

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

SECTION 1. Incorporation Of Preambles. The preambles of this ordinance are hereby incorporated into this text as if set out herein in full.

SECTION 2. Appropriations. There is hereby appropriated the following sums in the amounts and for the purposes necessary to provide the Special Services in and for the Area, the estimated amounts of miscellaneous income and the amounts required to be raised by the levy of the Services Tax indicated as follows:

Broadway Commercial District Special Service Area Commission
Special Service Area Budget.

For a term beginning on January 1, 2007 and ending on December 31, 2007.

	Expenditures
Service Provider Agreement for the provision of Special Services	\$294,459
TOTAL BUDGET REQUEST:	\$294,459
 Source Of Funding.	
Tax levy at an annul rate not to exceed four hundred seventy-five thousandths of one percent (0.475%) taxable property within Special Service Area Number 26	\$284,459
Carryover funds from previous tax years	\$ 10,000

SECTION 3. Levy Of Taxes. There is hereby levied pursuant to the provisions of Article VII, Sections 6(a) and 6(1)(2) of the Constitution of the State of Illinois and pursuant to the provisions of the Special Service Area Act and pursuant to the provisions of the Establishment Ordinance, the sum of Two Hundred Eighty-four Thousand Four Hundred Fifty-nine Dollars (\$284,459) as the amount of the Services Tax for the tax year 2006.

SECTION 4. Filing. The City Clerk is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois a certified copy of this ordinance on or prior to December 26, 2006, and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City of Chicago, the Services Tax herein provided for, said Services Tax to be extended for collection by the County Clerk for the tax year 2006 against all the taxable property within the Area, the amount of the Services Tax herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within the Area.

SECTION 5. Enforceability. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

SECTION 6. Conflict. This ordinance shall control over any provision of any other ordinance, resolution, motion or order in conflict with this ordinance, to the extent of such conflict.

SECTION 7. Publication. This ordinance shall be published by the City Clerk, in special pamphlet form, by preparing at least one hundred (100) copies thereof, which copies are to be made available in his office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

SECTION 8. Effective Date. This ordinance shall take effect ten (10) days after its passage and publication.

AUTHORIZATION FOR IMPOSITION OF TAX LEVY AND
APPROVAL OF 2007 BUDGET FOR SPECIAL
SERVICE AREA NUMBER 27.

The Committee on Finance submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the imposition of the 2006 tax levy and the approval of the 2007 budget for Special Service Area Number 27, amount to be levied: \$425,307, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Special service areas may be established pursuant to Article VII, Sections 6(1) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5, et seq. (the "Special Service Area Act"), and pursuant to the Property Tax Code, 35 ILCS 200/1-1, et seq., as amended from time to time; and

WHEREAS, On December 17, 2003, the City Council of the City of Chicago (the "City Council") enacted an ordinance (the "Establishment Ordinance") which established an area known and designated as City of Chicago Special Service Area Number 27 (the "Area") and authorized the levy of an annual tax, for the period beginning in tax year 2003 through and including tax year 2012, not to exceed an annual rate of two-tenths of one percent (0.2%) of the equalized assessed value of the taxable property therein (the "Services Tax") to provide certain special services in and for the Area in addition to the services provided by and to the City of Chicago generally (the "Special Services"); and

WHEREAS, The Establishment Ordinance established the Area as that territory approximately consisting of Lincoln Avenue, from George Street to Addison Street; Ashland Avenue, from Diversey Parkway to Addison Street; Belmont Avenue, from Paulina Street to Racine Avenue; and Southport Avenue, from Belmont Avenue to Byron Street; and

WHEREAS, The Special Services authorized in the Establishment Ordinance included maintenance and beautification activities; security services, including, but not limited to, the development of safety programs; recruitment and promotion of new businesses to the Area and retention and promotion of existing businesses within the Area; coordinated marketing and promotional activities; strategic planning for the general development of the Area; financing of storefront facade improvements; and other technical assistance activities to promote commercial and economic development, including, but not limited to, streetscape improvements, strategic transit/parking improvements including parking management studies, and enhanced land-use oversight and control initiatives such as monitoring zoning and building code compliance; and

WHEREAS, The Establishment Ordinance provided for the appointment of the Lincoln/Belmont/Ashland Special Service Area Commission (the "Commission") for the purpose of recommending to the Mayor and to the City Council a yearly budget based upon the cost of providing the Special Services and to advise the Mayor and the City Council regarding the amount of the Services Tax to be levied; and

WHEREAS, It is the responsibility of the Commission to recommend to the Department of Planning and Development, the Mayor and the City Council an entity to serve as a service provider (the "Service Provider"), the form of an agreement between the City and the Service Provider for the provision of Special Services to the Area, and a line item budget to be included in the agreement between the City and the Service Provider; and

WHEREAS, The Commission has been duly appointed and qualified and has heretofore prepared and transmitted to the Commissioner of the Department of Planning and Development and to the City Council its recommendations for a

budget to provide the Special Services in the Area for the fiscal year commencing on January 1, 2007, and has advised the Mayor and the City Council concerning the Services Tax for the tax year 2006 for the purpose of providing funds necessary to provide the Special Services; and

WHEREAS, In 2005, the City Council approved an agreement with the Lakeview Chamber of Commerce, an Illinois not-for-profit corporation, as the Service Provider, with a term beginning as of January 1, 2006 and ending on December 31, 2008, and such Service Provider agreement contemplated that it would be amended for the year 2007 to contain a revised budget and scope of services for such year; and

WHEREAS, Certain members of the Commission may serve from time to time on the Board of Directors of the Service Provider, or serve the Service Provider in some other voluntary capacity, which such service shall provide no financial compensation in any manner to such Commission member; now, therefore,

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

SECTION 1. Incorporation Of Preambles. The preambles of this ordinance are hereby incorporated into this text as if set out herein in full.

SECTION 2. Appropriations. There is hereby appropriated the following sums in the amounts and for the purposes necessary to provide the Special Services in and for the Area, the estimated amounts of miscellaneous income and the amounts required to be raised by the levy of the Services Tax indicated as follows:

Lincoln/Belmont/Ashland Special Service Area Commission

Special Service Area Budget.

For a term beginning on January 1, 2007 and ending on December 31, 2007.

	Expenditures
Service Provider Agreement for the provision of Special Services	\$481,507
TOTAL BUDGET REQUEST:	\$481,507

Source Of Funding

Tax levy at an annual rate not to exceed two-tenths of one percent (0.2%) of the equalized assessed value of taxable property within Special Service Area Number 27

\$425,307

Carryover funds from previous tax years

\$ 56,200

SECTION 3. Levy Of Taxes. There is hereby levied pursuant to the provisions of Article VII, Sections 6(a) and 6(1)(2) of the Constitution of the State of Illinois and pursuant to the provisions of the Special Service Area Act and pursuant to the provisions of the Establishment Ordinance, the sum of Four Hundred Twenty-five Thousand Three Hundred Seven Dollars (\$425,307) as the amount of the Services Tax for the tax year 2006.

SECTION 4. Filing. The City Clerk is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois a certified copy of this ordinance on or prior to December 26, 2006, and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City of Chicago, the Services Tax herein provided for, said Services Tax to be extended for collection by the County Clerk for the tax year 2006 against all the taxable property within the Area, the amount of the Services Tax herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within the Area.

SECTION 5. Enforceability. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

SECTION 6. Conflict. This ordinance shall control over any provision of any other ordinance, resolution, motion or order in conflict with this ordinance, to the extent of such conflict.

SECTION 7. Publication. This ordinance shall be published by the City Clerk, in special pamphlet form, by preparing at least one hundred (100) copies thereof, which copies are to be made available in his office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

SECTION 8. Effective Date. This ordinance shall take effect ten (10) days after its passage and publication.

AUTHORIZATION FOR IMPOSITION OF TAX LEVY AND
APPROVAL OF 2007 BUDGET FOR SPECIAL
SERVICE AREA NUMBER 29.

The Committee on Finance submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the imposition of the 2006 tax levy and the approval of the 2007 budget for Special Service Area Number 29, amount to be levied: \$274,067, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Special service areas may be established pursuant to Article VII, Sections 6(1) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5, et seq., as amended from time to time (the "Act") and pursuant to the Property Tax Code, 35 ILCS 200/1-1, et seq., as amended from time to time (the "Code"); and

WHEREAS, On December 8, 2004, the City Council of the City of Chicago (the "City Council") enacted an ordinance (the "Establishment Ordinance") which established an area known and designated as City of Chicago Special Service Area Number 29 (the "Area") and authorized the levy of an annual tax, for the period beginning in tax year 2004 through and including tax year 2013, not to exceed an annual rate of forty-seven hundredths of one percent (0.47%) of the equalized assessed value of the taxable property therein (the "Services Tax") to provide certain special services in and for the Area in addition to the services provided by and to the City of Chicago generally (the "Special Services"); and

WHEREAS, The Establishment Ordinance established the Area consisting of Chicago Avenue, from Halsted Street to California Avenue; Damen Avenue, from Chicago Avenue to Grand Avenue; Milwaukee Avenue, from Racine Avenue to Erie Street; Ogden Avenue, one block north and south of Chicago Avenue.

WHEREAS, The Special Services authorized in the Establishment Ordinance include but are not limited to maintenance and beautification activities; recruitment and promotion of new businesses to the Area and retention and promotion of existing businesses within the Area; coordinated marketing and promotional activities; strategic planning for the general development of the Area; financing of storefront facade improvements; parking and transit programs; and other technical assistance activities to promote commercial and economic development, including, but not limited to enhanced local land-use oversight and control initiatives and pre-development costs.

WHEREAS, The Establishment Ordinance provided for the appointment of the West Town Special Service Area Commission (the "Commission") for the purpose of recommending to the Mayor and to the City Council a yearly budget based upon the cost of providing the Special Services and further to advise the Mayor and the City Council regarding the amount of the Services Tax to be levied; and

WHEREAS, It is the responsibility of the Commission to recommend to the Department of Planning and Development, the Mayor and the City Council an entity to serve as a service provider (the "Service Provider"), the form of an agreement between the City and the Service Provider for the provision of Special Services to the Area, and a line item budget to be included in the agreement between the City and the Service Provider; and

WHEREAS, The Commission has been duly appointed and qualified and has heretofore prepared and transmitted to the Commissioner of the Department of Planning and Development and to the City Council its recommendations for a budget to provide the Special Services in the Area for the fiscal year commencing January 1, 2007, and has advised the Mayor and the City Council concerning the Services Tax for the tax year 2006 for the purpose of providing funds necessary to provide the Special Services; and

WHEREAS, In 2005, the City Council approved an agreement with the West Town Chamber of Commerce, an Illinois not-for-profit corporation, as the Service Provider, with a term beginning as of January 1, 2006 and ending on December 31, 2008, and such Service Provider agreement contemplated that it would be amended for the year 2007 to contain a revised budget and scope of services for such year; and

WHEREAS, Certain members of the Commission may serve from time to time on the Board of Directors of the Service Provider, or serve the Service Provider in some other voluntary capacity, which such service shall provide no financial compensation in any manner to such Commission member; now, therefore;

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

SECTION 1. Incorporation Of Preambles. The preambles of this ordinance are hereby incorporated into this text as if set out herein in full.

SECTION 2. Appropriations. There is hereby appropriated the following sums in the amounts and for the purposes necessary to provide the Special Services in and for the Area, the estimated amounts of miscellaneous income and the amounts required to be raised by the levy of the Services Tax indicated as follows:

West Town Special Service Area Commission

Special Service Area Budget.

For the fiscal year commencing January 1, 2007 and ending December 31, 2007.

	Expenditures
Service Provider Agreement for the provision of Special Services	\$366,659
TOTAL BUDGET REQUEST:	\$366,659

Source Of Funding

Tax levy at an annual rate not to exceed forty-seven hundredths of one percent (0.47%) of the equalized assessed value of the taxable property within Special Service Area Number 29	\$274,067
Carryover funds from previous tax years	\$ 92,592

SECTION 3. Levy Of Taxes. There is hereby levied pursuant to the provisions of Article VII, Sections 6(a) and 6(1)(2) of the Constitution of the State of Illinois and pursuant to the provisions of the Act and pursuant to the provisions of the Establishment Ordinance, the sum of Two Hundred Seventy-four Thousand Sixty-seven Dollars (\$274,067) as the amount of the Services Tax for the tax year 2006.

SECTION 4. Filing. The City Clerk is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois a certified copy of this ordinance on or prior to December 26, 2006, and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City, the Services Tax herein provided for, said Services Tax to be extended for collection by the County Clerk for the tax year 2006 against all the taxable property within the Area, the amount of the Services Tax herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within the Area.

SECTION 5. Enforceability. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

SECTION 6. Conflict. This ordinance shall control over any provision of any other ordinance, resolution, motion or order in conflict with this ordinance, to the extent of such conflict.

SECTION 7. Publication. This ordinance shall be published by the City Clerk, in special pamphlet form, by preparing at least one hundred (100) copies thereof, which copies are to be made available in his office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

SECTION 8. Effective Date. This ordinance shall take effect ten (10) days after its passage and publication.

AUTHORIZATION FOR EXECUTION OF NEW SERVICE
PROVIDER AGREEMENT WITH RAVENSWOOD
CHAMBER OF COMMERCE, INC. FOR
SPECIAL SERVICE AREA NUMBER 37.

The Committee on Finance submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the execution of a new Service Provider Agreement for Special Service Area Number 37, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Special service areas may be established pursuant to Article VII, Sections 6(1) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5, et seq., as amended from time to time (the "Act") and pursuant to the Property Tax Code, 35 ILCS 200/1-1, et seq., as amended from time to time; and

WHEREAS, On December 7, 2005, the City Council of the City of Chicago (the "City Council") enacted an ordinance (the "Establishment Ordinance") which established an area known and designated as City of Chicago Special Service Area Number 37 (the "Area") and authorized the levy of an annual tax, for the period beginning tax year 2005 through and including tax year 2014, not to exceed an annual rate of thirty-three hundredths of one percent (0.33%) of the equalized assessed value of the taxable property therein (the "Service Tax") to provide certain special services in and for the Area in addition to the services provided by and to the City of Chicago generally (the "Special Services"); and

WHEREAS, The Establishment Ordinance established the Area consisting of the area along Ravenswood Avenue, from Lawrence Avenue to Addison Street; and

WHEREAS, The Special Services authorized in the Establishment Ordinance include but are not limited to technological, energy and lighting initiatives; coordinated marketing and promotional activities, parking and transit programs, area strategic planning, business retention/recruitment initiatives, building facade improvements, security services and other technical assistance activities to promote community and economic development;

WHEREAS, The Establishment Ordinance provided for the appointment of the Ravenswood Industrial Corridor Special Service Area Commission (the "Commission") for the purpose of recommending to the Mayor and to the City Council a yearly budget based upon the cost of providing the Special Services and further to advise the Mayor and the City Council regarding the amount of the Services Tax to be levied; and

WHEREAS, It is the responsibility of the Commission to recommend to the Department of Planning and Development (the "Department"), the Mayor and the City Council an entity to serve as a service provider (the "Service Provider"), the

form of an agreement between the City and the Service Provider for the provision of Special Services to the Area, and a line item budget to be included in the agreement between the City and the Service Provider; and

WHEREAS, The Commission has been duly appointed and qualified; and

WHEREAS, In 2005, the Commission recommended to the Commissioner of the Department of Planning and Development (the "Commissioner") and to the City Council a budget to provide the Special Services in the Area for the fiscal year commencing January 1, 2006, and advised the Mayor and the City Council concerning the Services Tax for the tax year 2005 for the purpose of providing funds necessary to provide the Special Services; and

WHEREAS, In 2005, the City Council approved a budget to provide the Special Services in the Area for the fiscal year commencing January 1, 2006 and authorized the Services Tax for the tax year 2005 for the purpose of providing funds necessary to provide the Special Services; and

WHEREAS, In 2005, the Commission recommended, the City Council approved and the City entered into an agreement (the "Original Service Provider Agreement") with the Ravenswood Industrial Council, an Illinois not-for-profit corporation, as the Service Provider, with a term beginning as of January 1, 2006 and ending on December 31, 2008; and

WHEREAS, The City has terminated the Original Service Provider Agreement; and

WHEREAS, The Commission has recommended to the Department of Planning and Development, the Mayor and the City Council a new service provider agreement, including a scope of services (the "New Service Provider Agreement"), with Ravenswood Chamber of Commerce, Inc., an Illinois not-for-profit corporation, as the new Service Provider (the "New Service Provider"); and

WHEREAS, The term of the New Service Provider Agreement shall begin on July 1, 2006 and end on December 31, 2006; and

WHEREAS, Certain members of the Commission may serve from time to time on the Board of Directors of the New Service Provider, or serve the New Service Provider in some other voluntary capacity, which such service shall provide no financial compensation in any manner to such Commission member; now, therefore,

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

SECTION 1. Incorporation Of Preambles. The preambles of this ordinance are hereby incorporated into this text as if set out herein in full.

SECTION 2. New Service Provider Agreement. The Commissioner, or a designee of the Commissioner, are each hereby authorized, subject to approval by the Corporation Counsel as to form and legality, to enter into, execute and deliver an agreement with the Ravenswood Chamber of Commerce, an Illinois not-for-profit corporation, in substantially the form attached hereto as Exhibit A and hereby made a part hereof (the "New Service Provider Agreement"), and such other supporting documents, if any, as may be necessary to carry out and comply with the provisions of the New Service Provider Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the New Service Provider Agreement.

SECTION 3. Exemption. The New Service Provider Agreement is hereby declared exempt from Section 2-156-020 of the Municipal Code of the City of Chicago.

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

SECTION 5. Conflict. This ordinance shall control over any provision of any other ordinance, resolution, motion or order in conflict with this ordinance, to the extent of such conflict.

SECTION 6. Publication. This ordinance shall be published by the City Clerk, in special pamphlet form, by preparing at least one hundred (100) copies thereof, which copies are to be made available in his office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

SECTION 7. Effective Date. This ordinance shall take effect ten (10) days after its passage and publication.

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

Exhibit "A".
(To Ordinance)

Agreement For Special Service Area Number 37

Between

The City Of Chicago
(Represented By The Special Service Area Commission)

And

Ravenswood Chamber Of Commerce, Inc.

Effective July 1, 2006 Through December 31, 2006.

AGREEMENT

This Agreement for the management of Special Service Area Number 37 is entered into by and between Ravenswood Chamber of Commerce, Inc., an Illinois not-for-profit corporation ("Contractor"), and the City of Chicago ("City"), a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois, acting through the Special Service Area Commission at Chicago, Illinois.

RECITALS

WHEREAS, special service areas may be established pursuant to Article VII, §§ 6(1) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5 et seq.; and

WHEREAS, the City Council of the City of Chicago ("City Council") has established a special service area known and designated as "Special Service Area Number 37" ("Area"), to provide special services in addition to those services provided generally by the City ("Special Services"). The City Council has further authorized the levy of an annual ad valorem real property tax in the Area sufficient to produce revenues required to provide those Special Services but not to exceed 0.33% of the equalized assessed value of all property within the Area ("Service Tax"), all as provided in the Establishment Ordinance (hereinafter defined); and

WHEREAS, the City Council, on December 7, 2005, authorized the levy of the Service Tax and appropriation of the funds therefrom for the Area for fiscal year 2006 for the provision of the Special Services in the Area, and the City desires that the Contractor use those funds to provide the Services, subject to the terms and conditions of this Agreement; and

WHEREAS, the Contractor and the City desire to enter into this Agreement to provide such Special Services in the Area and the Contractor is ready, willing and able to enter into this Agreement to provide the Special Services to the full satisfaction of the City;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the City and the Contractor agree as follows:

ARTICLE 1 INCORPORATION OF RECITALS

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

ARTICLE 2 DEFINITIONS

The following words and phrases shall have the following meanings for purposes of this Agreement:

"Agreement" means this Special Service Area Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

"Commissioner" means the Commissioner of the Department of Planning and Development or a duly authorized representative of the Commissioner of the Department of Planning and Development.

"Construction" means landscaping, building activities, including but not limited to, physical building improvements, installations, and other fixed works, but does not include pre-development work (design and preparation of specifications).

"Days" means business days in accordance with the City of Chicago business calendar.

"Department" means the City of Chicago Department of Planning and Development.

"Establishment Ordinance" means, the ordinance enacted by City Council on December 7, 2005, and any subsequent amendments thereto authorizing imposition of the Service Tax and setting forth the Special Services to be provided in the Area.

"Risk Management Division" means the Risk Management Division of the Department of Finance which is under the direction of the Comptroller of the City and is charged with reviewing and analyzing insurance and related liability matters for the City.

"Security Firm" means a business entity certified by the State of Illinois pursuant to the Private Detective, Private Alarm and Private Security Act of 1993, 225 ILCS 446/1 et seq., and whose employees are licensed by the State of Illinois.

"Services" means, collectively, the services, duties and responsibilities described in Article 3 and Exhibit 1 (Scope of Services) of this Agreement and any revisions thereof and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

"Service Tax Funds" means the amount actually collected pursuant to the Service Tax.

"Special Service Area Commission ('SSAC')" means the body established pursuant to the Establishment Ordinance to prepare the Budget, identify a Contractor and supervise the provision of the Special Services in the Area.

"Subcontractor" means any person or entity with whom Contractor contracts to provide any part of the Services, including subcontractors of any tier, subconsultants of any tier, suppliers and materialmen, whether or not in privity with the Contractor.

"Surplus Funds" means those Service Tax Funds already collected and disbursed to the Contractor in prior years for the provision of Special Services in the Area which remain unspent, including any interest earned thereon.

ARTICLE 3 DUTIES AND RESPONSIBILITIES OF CONTRACTOR

3.01 Scope of Services

The Services which the Contractor shall provide during the first year of this Agreement include, but are not limited to, those described in this Article 3 and in Exhibit 1 which is attached hereto and incorporated by reference as if fully set forth here. The SSAC reserves the right to require the Contractor to perform revised services that are within the general scope of services of this Agreement and of the Special Services identified in the Establishment Ordinance subject to the same terms and conditions herein. Revised services are limited to changes or revisions to the line items in the Budget, do not affect the maximum compensation, and require the prior written approval of the SSAC. The SSAC may by written notice to the Department and the Contractor delete or amend the figures contained and described in the Budget attached hereto as Exhibit 2 and incorporated by reference as if fully set forth herein. The Contractor shall provide the Services in accordance with the standards of performance set forth in Section 3.02.

For each subsequent year during the term of this Agreement, a Scope of Services for that year, comprised of services authorized in the Establishment Ordinance, shall be prepared by the SSAC in consultation with the Contractor subject to the approval of the Commissioner, and incorporated into this Agreement by written amendment pursuant to Section 8.03 hereof, together with a Budget for that year and any revised insurance requirements which are recommended by the Risk Management Division pursuant to its review of the Scope of Services for that year.

3.02 Standard of Performance

The Contractor shall perform all Services required of it with that degree of skill, care and diligence normally shown by a contractor performing services of a scope, purpose and magnitude comparable with the nature of the Services to be provided hereunder. The Contractor shall at all times use every reasonable effort on behalf of the City to assure timely and satisfactory rendering and completion of its Services.

The Contractor shall at all times act in the best interests of the City consistent with the professional obligations assumed by it in entering into this Agreement. The Contractor shall perform all Services in accordance with the terms and conditions of this Agreement and to the full satisfaction of the SSAC. The Contractor shall furnish efficient business administration and supervision to render and complete the Services at reasonable cost.

The Contractor shall assure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. The Contractor remains responsible for the professional and technical accuracy of all Services provided, whether by the Contractor or its Subcontractors or others on its behalf.

If the SSAC determines that the Contractor has failed to comply with the foregoing standards, the Contractor shall perform again, at its own expense, all Services required to be reperformed as a direct or indirect result of such failure. Any review, approval, acceptance or payment for any or all of the Services by the City does not relieve the Contractor of its responsibility for the professional and technical accuracy of its Services. This provision in no way limits the City's rights against Contractor, either under this Agreement, at law or in equity.

3.03 Personnel

A. Key Personnel

The Contractor shall, immediately upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension thereof an adequate staff of competent personnel, who are fully equipped, licensed as appropriate, available as needed, qualified and assigned to perform the Services. Contractor shall pay the salaries and wages due all its employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for such payroll deductions as are mandatory by law or are permitted under applicable law and regulations.

B. Prevailing Wages

If the Contractor engages in Construction, it shall comply, and shall cause all of its Subcontractors to comply by inserting appropriate provisions in their contracts, with 820 ILCS 130/0.01 et seq. regarding the payment of the general prevailing rate of hourly wage for all laborers, workers, and mechanics employed by or on behalf of the Contractor and all Subcontractors in

connection with any and all Construction work. The prevailing rates of wages applicable at the time of execution of this Agreement are included in Exhibit 6 to this Agreement, which is incorporated by reference as though fully set forth herein.

C. Illinois Workers, Veterans' Preference and Steel Products

If the Contractor engages in Construction, it shall comply, and shall cause all of its Subcontractors to comply by inserting appropriate provisions in their contracts, with the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et seq., the Veterans Preference Act, 330 ILCS 55/0.01 et seq., and the Steel Products Procurement Act, 35 ILCS 30/565/1 et seq.

3.04 Nondiscrimination

(a) Contractor

(i) Federal Requirements

Contractor must not engage in unlawful employment practices, such as (1) failing or refusing to hire or discharging any individual, or otherwise discriminating against any individual with respect to compensation or the terms, conditions, or privileges of the individual's employment, because of the individual's race, color, religion, sex, age, handicap/disability or national origin; or (2) limiting, segregating or classifying Contractor's employees or applicants for employment in any way that would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect the individual's status as an employee, because of the individual's race, color, religion, sex, age, handicap/disability or national origin.

Contractor must comply with, and the procedures Contractor utilizes and the Services Contractor provides under this Agreement must comply with, the Civil Rights Act of 1964, 42 U.S.C. sec. 2000e *et seq.* (1981), as amended and the Civil Rights Act of 1991, P.L. 102-166. Attention is called to: Exec. Order No. 11246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. 2000e note, as amended by Exec. Order No. 11375, 32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12086, 43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. §§ 6101-6106 (1981); Age Discrimination in Employment Act, 29 U.S.C. §§ 621-34; Rehabilitation Act of 1973, 29 U.S.C. §§ 793-794 (1981); Americans with Disabilities Act, 42 U.S.C. § 12101 *et seq.*; 41 C.F.R. Part 60 *et seq.* (1990); and all other applicable federal statutes, regulations and other laws.

(ii) State Requirements

Contractor must comply with, and the procedures Contractor utilizes and the Services Contractor provides under this Agreement must comply with, the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* (1990), as amended and any rules and regulations promulgated in accordance with it, including the Equal Employment Opportunity Clause, 44 Ill. Admin.

Code §750 Appendix A. Furthermore, Contractor must comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 *et seq.*(1990), as amended, and all other applicable state statutes, regulations and other laws.

(iii) City Requirements

Contractor must comply with, and the procedures Contractor utilizes and the Services Contractor provides under this Agreement must comply with, the Chicago Human Rights Ordinance, ch. 2-160, Section 2-160-010 *et seq.* of the Municipal Code of Chicago (1990), as amended, and all other applicable City ordinances and rules.

(b) **Subcontractors**

Contractor must incorporate all of this Section 3.04 by reference in all agreements entered into with any suppliers of materials, furnisher of services, Subcontractors of any tier, and labor organizations that furnish skilled, unskilled and craft union skilled labor, or that may provide any such materials, labor or services in connection with this Agreement. Further, Contractor must furnish and must cause each of its Subcontractor(s) to furnish such reports and information as requested by the federal, state, and local agencies charged with enforcing such laws and regulations, including the Chicago Commission on Human Relations.

3.05 Insurance

The Contractor shall comply with the insurance provisions attached hereto as Exhibit 4 and incorporated by reference as if fully set forth herein, or such other insurance provisions as may be required in the reasonable judgement of the Risk Management Division. If the Contractor enters into a subcontract with a Security Firm such Security Firm shall comply with the insurance provisions attached hereto as Exhibit 5 and incorporated by reference as if fully set forth herein, or such other insurance provisions as may be required in the reasonable judgement of the Risk Management Division. If the Contractor subcontracts with a Subcontractor other than a Security Firm, such Subcontractor shall comply with the Contractor insurance provisions attached hereto as Exhibit 4.

The Risk Management Division may waive or reduce any of the insurance requirements set forth herein. In addition, the Risk Management Division will review each new Scope of Services which the SSAC, in consultation with the Contractor, prepares annually during the term of this Agreement pursuant to Section 3.01 and may, if wishes, revise the insurance required herein.

3.06 Indemnification

A. On written notice from the City of Losses the City believes are Losses Arising under this Agreement as defined in this Section 3.06, the Contractor shall defend, indemnify, and hold completely harmless the City Indemnitees from and against such Losses, regardless of whether Contractor challenges the City's belief. The defense, indemnification and hold harmless obligations of the Contractor toward City Indemnitees remain an affirmative obligation of Contractor following

the City's notice of Losses the City believes are Losses Arising under this Agreement, unless and until a court of competent jurisdiction finally determines otherwise and all opportunities for appeal have been exhausted or have lapsed.

B. For purposes of this Section 3.06,

"City Indemnitees" means, individually and collectively, the City of Chicago, its officials, agents, employees and SSAC members.

"Losses" means, individually and collectively, all kinds of liabilities, losses, suits, claims, damages, judgments, fines, and demands, including all reasonable costs for investigation, reasonable attorneys' fees, court costs, and experts' fees, arising by reason of injury or death of any person, damage to property, patent or copyright infringement.

"Arising under this Agreement" means (i) arising out of awarding this Agreement, (ii) arising out of the enforcement of this Agreement, including the enforcement of this indemnification provision; (iii) arising out of or in connection with Contractor's performance or non-performance of this Agreement (including the acts or omission of Contractor, its officers, agents, employees, consultants, subconsultants, licensees, or invitees), any breach by any of them of any warranty made under this Agreement, or any failure by any of them to meet any applicable standard of performance under this Agreement; or (iv) any combination of any of the foregoing.

C. To the extent permissible by law, Contractor waives any limits on Contractor's liability that it would otherwise have by virtue of the Worker's Compensation Act or any other related law or judicial decision (such as *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991)). The City, however, does not waive any limitations it may have on its liability under the Worker's Compensation Act or under the Illinois Pension Code.

D. The City has the right, at its option and at its own expense, to participate in the defense of any suit without relieving Contractor of any of its obligations under this indemnity provision. The requirements set forth in this indemnity provision are separate from and not limited by the amount of insurance Contractor is required to obtain under this Agreement or by its bonds pursuant to other provisions in this Agreement. Further, the indemnitees contained in this provision survive the expiration or termination of this Agreement.

3.07 Records and Audits

The Contractor shall deliver or cause to be delivered all documents, data, studies, reports, findings or information to the SSAC promptly in accordance with the time limits prescribed herein and if no time limit is specified, then upon reasonable demand therefore, or upon termination or completion of the Services hereunder.

The Contractor and any Subcontractors shall furnish the SSAC with semi-annual reports or provide such information as may be requested relative to the performance and cost of the Services.

The Contractor shall maintain records showing actual time devoted and costs incurred. The Contractor shall keep books, documents, paper, records and accounts in connection with the Services open to inspection, copying, abstracting, transcription, and an independent audit by City employees or agents or third parties, and shall make these records available to the City and any other interested governmental agency at reasonable times during the performance of its Services. In addition, Contractor shall retain them in a safe place and make them available for an independent audit, inspection, copying and abstracting for at least five years after the final payment made in connection with this Agreement.

THE CONTRACTOR SHALL NOT COMMINGLE SERVICE TAX FUNDS WITH FUNDS FROM OTHER SOURCES, and to the extent that the Contractor conducts any business operations separate and apart from the Services hereunder using, for example, personnel, equipment, supplies or facilities also used in connection with this Agreement, then the Contractor shall maintain and make similarly available to the City detailed records supporting the Contractor's allocation to this Agreement of the costs and expenses attributable to any such shared usages.

The Contractor shall provide an annual audited financial statement to the Department and the SSAC within 120 calendar days after the end of the calendar year and the system of accounting shall be in accordance with generally accepted accounting principles and practices, consistently applied throughout. No provision in this Agreement granting the City a right of access to records and documents is intended to impair, limit or affect any right of access to such records and documents that the City would have had in the absence of such provisions.

The City may in its sole discretion audit the records of Contractor or its Subcontractors, or both, at any time during the term of this Agreement or within five years after the Agreement ends, in connection with the goods, work, or services provided under this Agreement. Each calendar year or partial calendar year is considered an "audited period." If, as a result of such an audit, it is determined that Contractor or any of its Subcontractors has overcharged the City in the audited period, the City will notify Contractor. Contractor must then promptly reimburse the City for any amounts the City has paid Contractor due to the overcharges and also some or all of the cost of the audit, as follows:

- A. If the audit has revealed overcharges to the City representing less than 5% of the total value, based on the Agreement prices, of the goods, work, or services provided in the audited period, then the Contractor must reimburse the City for 50% of the cost of the audit and 50% of the cost of each subsequent audit that the City conducts;
- B. If, however, the audit has revealed overcharges to the City representing 5% or more of the total value, based on the Agreement prices, of the goods, work, or services provided in the audited period, then Contractor must reimburse the City for the full cost of the audit and of each subsequent audit.

Failure of Contractor to promptly reimburse the City in accordance with Section A or B above is an event of default under Section 7.01 of this Agreement, and Contractor will be liable for all of the City's costs of collection, including any court costs and attorneys' fees.

3.08 Subcontracts and Assignments

The Contractor shall not assign, delegate, subcontract or otherwise transfer all or any part of its rights or obligations under this Agreement or any part hereof, unless otherwise provided for herein or without the express written consent of the SSAC. The absence of such provision or written consent shall void the attempted assignment, delegation or transfer and shall be of no effect as to the Services or this Agreement.

All subcontracts, all approvals of Subcontractors and any assignment to which the SSAC consents are, regardless of their form, deemed conditioned upon performance by the Subcontractor or assignee in accordance with the terms and conditions of this Agreement.

If the Contractor subcontracts for security services, the Subcontractor shall be a Security Firm certified by the State of Illinois and the Security Firm's employees shall be licensed by the State of Illinois. The Contractor, upon entering into any subcontract with a Security Firm, shall furnish the SSAC and the Department with a copy of the subcontract for their approval. The City expressly reserves the right to approve all Security Firm subcontracts.

3.09 License, Permits and Safety Considerations

A. Licenses and Permits

If the Contractor engages in Construction, it is responsible for and, in a timely manner consistent with its obligations hereunder, shall secure and maintain at its expense such permits, licenses, authorizations and approvals as are necessary for it to engage Construction under this Agreement.

B. Safety Considerations

If the Contractor engages in Construction, it shall at all times exercise reasonable care, shall comply with all applicable provisions of federal, state and local laws to prevent accidents or injuries, and shall take all appropriate precautions to avoid damage to and loss of City property and the property of third parties in connection with the Construction. The Contractor shall erect and properly maintain at all times all necessary safeguards, barriers, flags and lights for the protection of its and its Subcontractors' employees, City employees, and the public.

If the Contractor engages in Construction, it shall report to the Department any damage on, about, under or adjacent to City property or the property of third persons resulting from its performance under this Agreement. The Contractor is responsible for any damage to City property

and the property of third parties due, in whole or in part, to the Contractor's Construction activities under this Agreement, and the Contractor shall repair such damage to a reasonably acceptable standard.

3.10 Performance Bond

If the Contractor engages in Construction work where expenditures exceed \$100,000, it shall, not later than the date the Contractor begins such work or executes a subcontract for such work, provide or cause to be provided to the Department a performance and payment bond in the amount allocated for the Construction work (but not including the amount allocated for design and preparation of specifications), by a surety or sureties acceptable to the City. The performance bond shall be in the form and to the effect of Exhibit 7 hereto, which is incorporated by reference as if fully set forth here.

If any of the sureties on such bond at any time fail financially, or are deemed to be insufficient security for the penalty of the bond, then the City may, on giving 10 days notice thereof in writing, require the Contractor to furnish a new and additional bond with sureties satisfactory to the City, and, if so required, Contractor must promptly provide such bond.

ARTICLE 4 TERM OF SERVICES

This Agreement shall take effect as of July 1, 2006 ("Effective Date") and shall continue through December 31, 2006, or until the Agreement is terminated earlier in accordance with its terms.

ARTICLE 5 COMPENSATION

5.01 Basis of Payment

The maximum compensation that the Contractor may be paid under this Agreement between July 1, 2006 and December 31, 2006 is \$105,100.00 or the total amount of Service Tax Funds actually collected for tax year 2005, whichever is less.

For each subsequent year of this Agreement, the maximum compensation that the Contractor may be paid under this Agreement is the amount set forth in the Budget for that year, pursuant to Section 5.02 and 8.03, or the amount of Service Tax funds actually collected for the preceding tax year, whichever is less; provided that the maximum amount of compensation for such year of this Agreement may also include the amount of Service Tax Funds collected for prior tax years which remain previously unspent.

The City Comptroller will transfer the Service Tax Funds to the Contractor as received. The Contractor shall reimburse its Subcontractors for Services satisfactorily performed pursuant to the Budget.

5.02 Budget for Services

The Contractor in conjunction with the SSAC has prepared a Budget through December 31, 2006, attached hereto as Exhibit 2 and incorporated by reference as if fully set forth here, covering all services described in the Scope of Services. Subject to the restriction that the maximum amount that may be spent in calendar year 2006 may not exceed \$105,100.00, the SSAC reserves the right to transfer funds between line items or make Budget revisions that do not affect the maximum compensation set forth in Section 5.01. The SSAC shall revise the Budget if any part of the Contractor's Services is terminated.

For each subsequent year of this Agreement, and subject to the provisions of Section 3.01, a Budget for that year shall be incorporated into this Agreement by written amendment pursuant to Section 8.03.

5.03 Method of Payment

The Contractor shall establish a separate checking account ("Account") in a bank authorized to do business in the State of Illinois that is insured by the Federal Deposit Insurance Corporation. All Service Tax Funds that the Comptroller transfers to the Contractor shall be deposited in the Account and disbursements from the Account shall be pursuant to this Agreement. THE CONTRACTOR SHALL NOT COMMINGLE SERVICE TAX FUNDS WITH FUNDS FROM OTHER SOURCES. The Contractor shall provide to the SSAC the signature card and sample check from the bank which shows the signature(s) of the Contractor's authorized representative(s). The SSAC reserves the right to audit the account and require the Contractor to refund any funds that were not spent pursuant to the Budget or that were not approved by the SSAC. The name and address of the bank is _____ and the wire transfer and the Account numbers are _____.

All funds remaining in the Account at the expiration or early termination of this Agreement, including any interest earned, belong to the City for the benefit of the Area and shall be returned to the City to be used only for Special Services.

5.04 Criteria for Payment

The SSAC, in its sole discretion, shall determine the reasonableness, allocability and allowability of any rates, costs and expenses charged or incurred by the Contractor.

5.05 Funding

Payments under this Agreement shall be made from Service Tax Funds in fund number _____ and are subject to the availability of funds therein.

5.06 Non-Appropriation

In the event that no funds or insufficient funds are appropriated and budgeted in any City fiscal period for payments to be made under this Agreement, then the City will notify the Contractor of such occurrence and this Agreement shall terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. No payments shall be made or due to the Contractor under this Agreement beyond those amounts appropriated and budgeted by the City to fund payments hereunder.

ARTICLE 6 SPECIAL CONDITIONS

6.01 Warranties and Representations

In connection with the execution of this Agreement, the Contractor warrants and represents:

- A. That it is financially solvent; that it and each of its employees, agents, and Subcontractors are competent to perform the Services required; that it is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated herein; and
- B. That it shall not knowingly use the services of any ineligible Subcontractor for any purpose in the performance of the Services; and
- C. That it and its Subcontractors are not in default at the time of the execution of this Agreement, or deemed by the Department to have, within five years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the City; and
- D. That it and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of §2-92-320 of the Municipal Code of Chicago, 720 ILCS 5/33E-1 et seq. of the Criminal Code of 1961, and 65 ILCS 5/11-42.1-1 of the Illinois Municipal Code; and
- E. That it, all Subcontractors and their respective officers, directors, agents, partners, and employees shall cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code of Chicago; that it understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago and all subcontracts shall inform Subcontractors of such provision and require understanding and compliance therewith; and
- F. That, except only for those representations, statements, or promises expressly contained in this Agreement and any exhibits attached hereto, no representation, statement or promise, oral or written, or of any kind whatsoever, by the City, its officials, agents, or employees, has induced the Contractor to enter into this Agreement; and

- G. That the Contractor understands and agrees that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination for default.

6.02 Economic Disclosure Statement and Affidavit

The Contractor has provided the City with an Economic Disclosure Statement (EDS), which is attached hereto as Exhibit 3 and incorporated by reference as if fully set forth herein. Contractor shall apprise the Department promptly of any changes in the information provided in the EDS by completing and submitting a revised EDS.

In addition, the Contractor shall provide the City with copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable, and evidence of its authority to do business in the State of Illinois, including without limitation, registrations of assumed names or limited partnerships and certifications of good standing with the Office of the Secretary of State of Illinois.

6.03 Conflict of Interest

Pursuant to Chapter 2-156 of the Municipal Code of Chicago, and 65 ILCS 5/3.1-55-10, no member of the governing body of the City or other unit of government, no other officer, employee, SSAC member, or agent of the City or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement or any related subcontract pertain, and no relative of any SSAC member shall have any personal economic or financial interest, directly or indirectly, in this Agreement or any such subcontract except to the extent that such benefits are provided equally to all residents and/or business owners in the Area. Furthermore, no SSAC member, relative of any SSAC member, City official, agent or employee shall be a Subcontractor, employee or shareholder of the Contractor or receive anything of value from the Contractor.

No member of or delegate to the Congress of the United States or the Illinois General Assembly and no alderman of the City or City employee shall be admitted to any share or part of this Agreement or to any financial benefit to arise from it. The Contractor acknowledges that any agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156 shall be voidable by the City.

The Contractor covenants that it, its officers, directors and employees, and the officers, directors and employees of each of its members if a joint venture, and Subcontractors presently have no financial interest and shall acquire no interest, direct or indirect, in the Services undertaken by the Contractor pursuant to the Agreement that would conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed. The Contractor agrees that if the Commissioner in his reasonable judgment determines that any of the Contractor's services for others

conflict with the Services the Contractor is to provide for the City under this Agreement, the Contractor shall terminate such other services immediately upon request of the City.

6.04 Non-liability of Public Officials

No official, employee or agent of the City shall be charged personally by the Contractor, or by any assignee or Subcontractor of the Contractor, with any liability or expenses of defense or be held personally liable to them under any term or provision hereof, because of the City's execution or attempted execution hereof, or because of any breach hereof.

6.05 Independent Contractor

The Contractor shall perform under this Agreement as an independent contractor to the City and not as a representative, employee, agent, or partner of the City.

6.06 Business Relationships with Elected Officials

Pursuant to Section 2-156-030(b) of the Municipal Code of the City of Chicago, it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected official has a business relationship, or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a business relationship. **Violation of Section 2-156-030(b) by any elected official with respect to this Agreement is grounds for termination of this Agreement.** The term business relationship is defined as set forth in Section 2-156-080 of the Municipal Code of Chicago.

Section 2-156-080 defines a “**business relationship**” as any contractual or other private business dealing of an official, or his or her spouse, or of any entity in which an official or his or her spouse has a financial interest, with a person or entity which entitles an official to compensation or payment in the amount of \$2,500 or more in a calendar year; provided, however, a financial interest shall not include: (i) any ownership through purchase at fair market value or inheritance of less than one percent of the share of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended; (ii) the authorized compensation paid to an official or employee for his office or employment; (iii) any economic benefit provided equally to all residents of the City; (iv) a time or demand deposit in a financial institution; or (v) an endowment or insurance policy or annuity contract purchased from an insurance company. A “contractual or other private business dealing” shall not include any employment relationship of an official’s spouse with an entity when such spouse has no discretion concerning or input relating to the relationship between that entity and the City.

6.07 Chicago "Living Wage" Ordinance

(a) Section 2-92-610 of the Municipal Code of Chicago provides for a living wage for certain categories of workers employed in the performance of City contracts, specifically non-City employed security guards, parking attendants, day laborers, home and health care workers, cashiers, elevator operators, custodial workers and clerical workers ("**Covered Employees**"). Accordingly, pursuant to Section 2-92-610 and regulations promulgated under it:

- (i) If Contractor has 25 or more full-time employees, and
- (ii) If at any time during the performance of this Agreement, Contractor and/or any Subcontractor or any other entity that provides any portion of the Services (collectively "**Performing Parties**") uses 25 or more full-time security guards, or any number of other full-time Covered Employees, then
- (iii) Contractor must pay its Covered Employees, and must assure that all other Performing Parties pay their Covered Employees, not less than the minimum hourly rate as determined in accordance with this provision (the "**Base Wage**") for all Services performed under this Agreement.

(b) Contractor's obligation to pay, and to assure payment of, the Base Wage will begin at any time during the term of this Agreement when the conditions set forth in (a)(i) and (a)(ii) above are met, and will continue until the end of the term of this Agreement.

(c) As of July 1, 2006, the Base Wage is \$10.00, and each July 1 thereafter, the Base Wage will be adjusted, using the most recent federal poverty guidelines for a family of four as published annually by the U.S. Department of Health and Human Services, to constitute the following: the poverty guidelines for a family of four divided by 2000 hours or the current base wage, whichever is higher. At all times during the term of this Agreement, Contractor and all other Performing Parties must pay the Base Wage (as adjusted in accordance with the above). If the payment of prevailing wages is required for Services done under this Agreement, and the prevailing wages for Covered Employees are higher than the Base Wage, then Contractor and all other Performing Parties must pay the prevailing wage rates.

(d) Contractor must include provisions in all subcontracts requiring its Subcontractors to pay the Base Wage to Covered Employees. Contractor agrees to provide the City with documentation acceptable to the Chief Procurement Officer demonstrating that all Covered Employees, whether employed by Contractor or by a Subcontractor, have been paid the Base Wage, upon the City's request for such documentation. The City may independently audit Contractor and/or Subcontractors to verify compliance with this section. Failure to comply with the requirements of this section will be an event of default under this Agreement, and further, failure to comply may result in ineligibility for any award of a City contract or subcontract for up to 3 years.

(e) Not-for-Profit Corporations: If Contractor is a corporation having federal tax-exempt status under Section 501(c)(3) of the Internal Revenue Code and is recognized under Illinois not-for-profit law, then the provisions of Sections (a) through (d) above do not apply.

6.08 Deemed Inclusion

Provisions required by law, ordinances, rules, regulations, or executive orders to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement or, upon application by either party, this Agreement will be amended to make the insertion; however, in no event will the failure to insert the provisions before or after this Agreement is signed prevent its enforcement.

6.09 Environmental Warranties and Representations

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

- 7-28-390 Dumping on public way;
- 7-28-440 Dumping on real estate without permit;
- 11-4-1410 Disposal in waters prohibited;
- 11-4-1420 Ballast tank, bilge tank or other discharge;
- 11-4-1450 Gas manufacturing residue;
- 11-4-1500 Treatment and disposal of solid or liquid waste;
- 11-4-1530 Compliance with rules and regulations required;
- 11-4-1550 Operational requirements; and
- 11-4-1560 Screening requirements.

During the period while this Agreement is executory, Contractor's or any subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Agreement, constitutes a breach of and an event of default under this Agreement, for which the opportunity to cure, if curable, will be granted only at the sole designation of the Commissioner. Such breach and default entitles the City to all remedies under the Agreement, at law or in equity.

This section does not limit Contractor's and its subcontractors' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Agreement.

Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Agreement, and may further affect Contractor's eligibility for future contract awards.

ARTICLE 7 EVENTS OF DEFAULT, REMEDIES, TERMINATION, RIGHT TO OFFSET, SUSPENSION

7.01 Events of Default Defined

The following constitute events of default:

- A. Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Contractor to the City.

- B. Contractor's material failure to perform any of its obligations under the Agreement including, but not limited to, the following:
- (1) failure to commence or ensure timely completion of the Services due to a reason or circumstance within Contractor's reasonable control;
 - (2) failure to perform the Services in a manner satisfactory to the City;
 - (3) failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;
 - (4) discontinuance of the Services for reasons within the Contractor's reasonable control;
 - (5) failure to comply with a material term of this Agreement, including but not limited to the provisions concerning insurance and nondiscrimination; and
 - (6) any other acts specifically and expressly stated in this Agreement as constituting an event of default.
- C. The Contractor's default under any other agreement it may presently have or may enter into with the City during the life of this Agreement. The Contractor acknowledges and agrees that in the event of a default under this Agreement the City may also declare a default under any such other agreements.

7.02 Remedies

The occurrence of any event of default which the Contractor fails to cure within 30 calendar days after receipt of notice specifying such default or which, if such event of default cannot reasonably be cured within 30 calendar days after notice, the Contractor fails, in the sole opinion of the Commissioner, to commence and continue diligent efforts to cure, permits the City to declare the Contractor in default. Whether to declare the Contractor in default is within the sole discretion of the Commissioner. Written notification of the default, and any intention of the City to terminate the Agreement, shall be provided to Contractor and such decision is final and effective upon Contractor's receipt of such notice. Upon receipt of such notice, the Contractor must discontinue any services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process of completion, to the City. At such time the City may invoke any legal or equitable remedy available to it including, but not limited to, the following:

- A. The right to take over and complete the Services or any part thereof as agent for and at the cost of the Contractor, either directly or through others. The Contractor shall have, in such event, the right to offset from such cost the amount it would have cost the City under the terms and conditions herein had the Contractor completed the Services.

- B. The right to terminate this Agreement as to any or all of the Services yet to be performed, effective at a time specified by the City.
- C. The right of specific performance, an injunction or any other appropriate equitable remedy.
- D. The right to money damages.
- E. The right to withhold all or any part of Contractor's compensation hereunder.
- F. The right to deem Contractor non-responsible in future contracts to be awarded by the City.

If the City considers it to be in its best interest, it may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the City and that if the City permits the Contractor to continue to provide the Services despite one or more events of default, the Contractor is in no way relieved of any of its responsibilities, duties or obligations under this Agreement nor does the City waive or relinquish any of its rights. No delay or omission to exercise any right accruing upon any event of default impairs any such right nor shall it be construed as a waiver of any event of default or acquiescence therein, and every such right may be exercised from time to time and as often as may be deemed expedient.

7.03 Right to Offset

The City reserves its rights under §2-92-380 of the Municipal Code of Chicago and the Commissioner shall consult with the SSAC before exercising such rights.

7.04 Suspension

The City may at any time request that the Contractor suspend its Services, or any part thereof, by giving 15 days prior written notice to the Contractor or upon no notice in the event of emergency. No costs incurred after the effective date of such suspension shall be allowed. The Contractor shall promptly resume its performance upon written notice by the Department. The Budget may be revised pursuant to Section 5.02 to account for any additional costs or expenses actually incurred by the Contractor as a result of recommencing the Services.

7.05 No Damages for Delay

The Contractor agrees that it, its members, if a partnership or joint venture and its Subcontractors shall make no claims against the City for damages, charges, additional costs or hourly fees for costs incurred by reason of delays or hindrances by the City in the performance of its obligations under this Agreement.

7.06 Early Termination

In addition to termination for default, the City may, at any time, elect to terminate this Agreement or any portion of the Services to be performed under it at the sole discretion of the Commissioner by a written notice to the Contractor. If the City elects to terminate the Agreement in full, all Services shall cease and all materials accumulated in performing this Agreement, whether completed or in the process of completion, shall be delivered to the Department within 10 days after receipt of the notice or by the date stated in the notice.

During the final ten days or other time period stated in the notice, the Contractor shall restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination shall be on the same basis as set forth in Article 5 hereof, but if any compensation is described or provided for on the basis of a period longer than ten days, then the compensation shall be prorated accordingly.

If a court of competent jurisdiction determines that the City's election to terminate this Agreement for default has been wrongful, then such termination shall be deemed to be an early termination.

ARTICLE 8 GENERAL CONDITIONS

8.01 Entire Agreement

This Agreement, and the exhibits attached hereto and incorporated hereby, shall constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Agreement that are not expressly addressed herein.

8.02 Counterparts

This Agreement is comprised of several identical counterparts, each to be fully executed by the parties and each to be deemed an original having identical legal effect.

8.03 Amendments

No changes, amendments, modifications, or discharge of this Agreement, or any part thereof, shall be valid unless in writing and signed by the authorized agent of the Contractor and the Commissioner, or their successors and assigns. The City shall incur no liability for revised services without a written amendment to this Agreement pursuant to this Section.

8.04 Compliance with All Laws

The Contractor shall at all times observe and comply with all applicable laws, ordinances, rules, regulations and executive orders of the federal, state and local government, now existing or hereinafter in effect, which may in any manner affect the performance of this Agreement.

8.05 Compliance with ADA and Other Accessibility Laws

If this Agreement involves services to the public, the Contractor warrants that all Services provided hereunder shall comply with all accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to the following: Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. and the Rehabilitation Act of 1973, 29 U.S.C. §§ 793-94. In the event that the above cited standards are inconsistent, the Contractor shall comply with the standard providing greater accessibility.

If this Agreement involves design for construction and/or Construction, the Contractor warrants that all design documents produced and/or used under this Agreement shall comply with all federal, state and local laws and regulations regarding accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to, the following: Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. and the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities; the Architectural Barriers Act, P.L. 90-480 and the Uniform Federal Accessibility Standards; and the Environmental Barriers Act, 410 ILCS 25/1 et seq., and the regulations promulgated thereto at Ill. Admin. Code tit. 71, ch. 1, § 400.110. In the event that the above cited standards are inconsistent, the Contractor shall comply with the standard providing greater accessibility. If the Contractor fails to comply with the foregoing standards, it shall perform again at no expense all services required to be reperfomed as a direct or indirect result of such failure.

8.06 Assigns

All of the terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees and assigns.

8.07 Cooperation

The Contractor agrees at all times to cooperate fully with the City and to act in the City's best interests. Upon the termination or expiration of this Agreement, the Contractor shall make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its operations in connection with the Services, uninterrupted provision of Services during any transition period and shall otherwise comply with reasonable requests of the Department in connection with this Agreement's termination or expiration.

8.08 Severability

If any provision of this Agreement is held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision hereof or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, such circumstances shall not have the effect of rendering such provision inoperative or unenforceable in any other case or circumstances, or of rendering any other provision herein invalid, inoperative, or unenforceable to any extent. The invalidity of any one or more phrases, sentences, clauses or sections herein shall not effect the remaining portions of this Agreement or any part thereof.

8.09 Interpretation

All headings in this Agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of gender are deemed to include correlative words of the other gender. Words importing the singular number include the plural number and vice versa, unless the context otherwise indicates. All references to exhibits or documents are deemed to include all supplements and/or amendments to such exhibits or documents if entered into in accordance with the terms and conditions hereof and thereof. All references to persons or entities are deemed to include any persons or entities succeeding to the rights, duties, and obligations of such persons or entities in accordance with the terms and conditions herein.

8.10 Miscellaneous Provisions

Whenever under this Agreement the City by a proper authority waives the Contractor's performance in any respect or waives a requirement or condition to the Contractor's performance, the waiver, whether express or implied, applies only to that particular instance and is not a waiver forever or for subsequent instances of the performance, requirement or condition. No waiver shall be construed as a modification of the Agreement regardless of the number of times the City may have waived the performance, requirement or condition.

8.11 Disputes

Except as otherwise provided in this Agreement, Contractor must and the City may bring any dispute arising under this Agreement which is not resolved by the parties to the Chief Procurement Officer for decision based upon the written submissions of the parties. (A copy of the "Regulations of the Department of Procurement Services for Resolution of Disputes between Contractors and the City of Chicago" is available in City Hall, 121 N. LaSalle Street, Room 301, Bid and Bond Room, Chicago, Illinois 60602.) The Chief Procurement will issue a written decision and send it to the Contractor and the SSAC by mail. The decision of the Chief Procurement Officer is final and binding. The sole and exclusive remedy to challenge the decision of the Chief Procurement Officer is judicial review by means of a common law writ of certiorari.

8.12 Contractor Affidavit

The Contractor must provide to the City, no later than thirty days after the end of each year,

a fully executed and notarized Affidavit certifying the expenditures for the prior year. The form of this affidavit is attached as Exhibit 8 and incorporated by reference.

8.13 Prohibition on Certain Contributions

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

Contractor represents and warrants that since the date of public advertisement of the specification, request for qualifications, request for proposals or request for information (or any combination of those requests) or, if not competitively procured, from the date the City approached Contractor or the date Contractor approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

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

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

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

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

For purposes of this provision:

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

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

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

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

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

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

8.14 Firms Owned or Operated by Individuals with Disabilities

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

8.15 Governing Law and Jurisdiction

This Agreement is governed as to performance and interpretation in accordance with the laws of the State of Illinois.

ARTICLE 9 NOTICES

Notices provided for herein shall be in writing and may be delivered personally or by United States mail, first class, certified, return receipt requested, with postage prepaid and addressed as follows:

If to the City:	Special Service Area #37 1760 W. Wilson Ave. Chicago, IL 60640 Department of Planning and Development City Hall, Room 1000 121 North LaSalle Street Chicago, Illinois 60602 Attention: Commissioner
With Copies to:	Department of Law Room 600, City Hall 121 North LaSalle Street Chicago, Illinois 60602 Attention: Corporation Counsel
If to Contractor:	Ravenswood Chamber of Commerce, Inc. 1760 W. Wilson Ave. Chicago, IL 60640 Attention: Tom Kamykowski

Changes in the above-referenced addresses must be in writing and delivered in accordance with the provisions of this Section. Notices delivered by mail shall be deemed received 3 days after mailing in accordance with this Section. Notices delivered personally shall be deemed effective upon receipt.

IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement on the date first set forth above, at Chicago, Illinois.

Recommended by:

SSAC Chairperson

CITY OF CHICAGO

By: _____
Commissioner, Department of
Planning and Development

Assistant Corporation Counsel
(as to form and legality)

CONTRACTOR

By: _____

Its: _____

Attested By: _____

Its: _____

State of _____

County of _____

This instrument was acknowledged before me on _____ (date) by _____
_____(name/s of person/s) as _____ (type of authority, e.g., officer, trustee, etc.) of _____
_____(name of party on behalf of whom instrument was
executed).

(Signature of Notary Public)

[(Sub)Exhibit 6 referred to in this Service Provider Agreement with
Ravenswood Chamber of Commerce, Inc. for Special Service
Area Number 37 printed on pages 86539 through
86547 of this *Journal*.]

(Sub)Exhibits 1, 2, 3, 4, 5, 7 and 8 referred to in this Service Provider Agreement
with Ravenswood Chamber of Commerce, Inc. for Special Service Area Number 37
read as follows:

(Sub)Exhibit 1.

(To Service Provider Agreement With Ravenswood Chamber Of Commerce, Inc. For Special Service Area Number 37)

Special Service Area Number 37.

Ravenswood Chamber Of Commerce, Inc.

2006 Scope Of Services.

Sidewalk Snow Clearing and Salting	Seasonal snow clearing and salting contract per 2 inches occurrence
Sidewalk and Gutter Litter Removal	Services every Monday and Thursday
Sidewalk and Public Space Maintenance	Weeding, mulching, power washing; special landscaping projects
Advertising/Promotion	Market Ravenswood Corridor Vacancies
Pedestrian Amenities	Installation of new streetscape amenities
Transit Services/Providing Parking	Initiatives to be developed in response to C.T.A.
Infrastructure Programs	Technological, energy and lighting initiatives
Security Services	Initiatives to be developed

(Sub)Exhibit 2.

(To Service Provider Agreement With Ravenswood Chamber Of Commerce, Inc. For Special Service Area Number 37)

Department Of Planning And Development.

2006 Special Service Area Budget.

Special Service Area Number and Name:

Special Service Area Number 37
Ravenswood Industrial Corridor

Special Service Area Chairperson: N.A.

Phone: (Omitted for printing purposes)

Email: (Omitted for printing purposes)

Service Provider: Ravenswood Chamber of Commerce, Inc.

Special Service Area Program Manager: Tom Kamykowski

Phone: (Omitted for printing purposes)

Email: (Omitted for printing purposes)

Budget Period: January 1, 2006 to December 31, 2006

	2005 Levy	+	Carryover	=	2006 Budget
Service					
Advertising and Promotion	\$ 6,275		\$ --		\$ 6,275
Public Way Maintenance	45,600		--		45,600
Public Way Aesthetics	23,300		--		23,300
Tenant Retention/ Attraction	--		--		--
Facade Improvements	--		--		--
Parking/Transits/ Accessibility	14,600		--		14,600
Safety Programs	--		--		--
District Planning	--		--		--
Total Services	\$ 89,775		\$ --		\$ 89,775

	2005 Levy	+	Carryover	=	2006 Budget
Service					
Administration	\$ 9,840		\$ --		\$ 9,840
Loss Collection 5.2%	\$ 5,485		\$ --		\$ 5,485
Grand Total	\$105,100	+	\$ --	=	\$105,100
Admin./Total Budget Ratio					9.4%

D.P.D. Use Only	
Estimated 2004 E.A.V.	\$31,847,951
Authorized Tax Rate Cap	0.330%
Estimated Tax Rate for 2005 Levy	0.330%
Estimated 2005 Levy	\$ 105,100

(Sub)Exhibit 3.

(To Service Provider Agreement With Ravenswood Chamber Of Commerce, Inc. For Special Service Area Number 37)

City Of Chicago

Economic Disclosure Statement And Affidavit.

*Section I.**General Information.*

A. Legal name of Disclosing Party submitting this E.D.S.. Include d/b/a if applicable: Ravenswood Chamber of Commerce, Inc.

Check one of the following three boxes:

Indicate whether Disclosing Party submitting this E.D.S. is:

1. the Applicant.

Or

2. a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which Disclosing Party holds an interest: _____

Or

3. a specific legal entity with a right of control (see Section II.B.1.b.). State the legal name of the entity in which Disclosing Party holds a right of control: _____

B. Business address of Disclosing Party: 1760 West Wilson Avenue,
Chicago, Illinois 60640

C. Telephone: (Omitted for printing purposes) Fax: (Omitted for printing purposes)

Email: (Omitted for printing purposes)

D. Name of contact person: Tom Kamykowski

E. Federal Employer Identification Number (if you have one): _____

(Omitted for printing purposes)

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this E.D.S. pertains. (Include project number and location if applicable): _____

Ravenswood Special Service Area Number 37, Service Provider Contract.

G. Which City agency or department is requesting this E.D.S.? _____

_____ Planning and Development _____

If the Matter is a contract being handled by the City's Department of Procurement Services, please complete the following:

Specification Number: _____ N.A. _____ and Contract Number: _____ N.A. _____

Section II.

Disclosure Of Ownership Interests.

A. Nature Of Disclosing Party.

1. Indicate the nature of the Disclosing Party:

- Person
- Publicly registered business corporation
- Privately held business corporation
- Sole proprietorship
- General partnership*
- Limited partnership*
- Trust
- Limited liability company*
- Limited liability partnership*

* Note B.1.b. below.

- Joint venture*
- Not-for-profit corporation
(is the not-for-profit corporation also a 501(c)(3))?

Yes No

- Other (please specify):

2. For legal entities, the state (or foreign country) of incorporation or organization, if applicable: _____ Illinois _____

3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of Illinois as a foreign entity?

Yes No N.A.

B. If The Disclosing Party Is A Legal Entity:

- 1.a. List below the full names and titles of all executive officers and all directors of the entity. For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members". For trusts, estates or other similar entities, list below the legal titleholder(s).

Officers

_____ Byron Kouris, President, Zephyr Restaurant _____

_____ James McHale, Treasurer, McHale's Business Services _____

_____ Vincent Saverino, President, Ravenswood Bank Vice _____

_____ Diana Kenworthy, Secretary, Jester, Kenworthy & Eagle, L.L.C. _____

* Note B.1.b. below.

Directors

David Ochab, Eagle Realty

Gary Hougan, Ravenswood Fellowship Church

Stephanie C. Spiegel, Neurologic & Orthopedic Institute of Chicago

- 1.b. If you checked "General partnership", "Limited partnership", "Limited liability company", "Limited liability partnership" or "Joint venture" in response to Item A.1 above (Nature of Disclosing Party), list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party. Note: Each legal entity listed below must submit an E.D.S. on its own behalf.

Name	Title
_____ N.A.	_____ N.A.
_____	_____
_____	_____
_____	_____

2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of seven and five-tenths percent (7.5%) of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None". Note: Pursuant to Section 2-154-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

Name	Business Address	Percentage Interest In The Disclosing Party
N.A.	N.A.	N.A.

Section III.

Business Relationships With City Elected Officials.

Has the Disclosing Party had a "business relationship", as defined in Chapter 2-156 of the Municipal Code, with any City elected official in the twelve (12) months before the date this E.D.S. is signed?

- Yes
- No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s):

Section IV.

Disclosure Of Subcontractors And Other Retained Parties.

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection

with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

"Lobbyist" means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

If the Disclosing Party is uncertain whether a disclosure is required under this section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship To Disclosing Party (subcontractor, attorney, lobbyist, et cetera)	Fees (indicate whether paid or estimated)
N.A.	N.A.	N.A.	N.A.

(Add sheets if necessary)

Check here if the Disclosing party has not retained, nor expects to retain, any such persons or entities.

Section V.

Certifications.

A. Court-Ordered Child Support Compliance.

Under Municipal Code Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the term of the contract.

Has any person who directly or indirectly owns ten percent (10%) or more of the Disclosing Party been declared in arrearage on any child support obligations by any Illinois court of competent jurisdiction?

- Yes No No person owns ten percent (10%)
or more of the Disclosing Party

If "Yes", has the person entered into a court-approved agreement for payment of all support owed and is the person in compliance with that agreement?

- Yes No

B. Further Certifications.

1. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II.B.1 of this E.D.S.:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. have not, within a five (5) year period preceding the date of this E.D.S., been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in clause B.1.b of this Section V;
- d. have not, within a five (5) year period preceding the date of this E.D.S., had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. have not, within a five (5) year period preceding the date of this E.D.S., been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

2. The certifications in subparts 2, 3 and 4 concern:

- the Disclosing Party;
- any "Applicable Party" (meaning any party participating in the performance of the Matter, including but not limited to any persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
- any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity); with respect to Applicable Parties, the term Affiliated Entity means a person or entity that directly or indirectly controls the Applicable Party, is controlled by it, or, with the Applicable Party, is under common control of another person or entity;
- any responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Applicable Party or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity (collectively "Agents").

Neither the Disclosing Party, nor any Applicable Party, nor any Affiliated Entity of either the Disclosing Party or any Applicable Party nor any Agents have, during the five (5) years before the date this E.D.S. is signed, or, with respect to an Applicable Party, an Affiliated Entity, or an Affiliated Entity of an Applicable Party during the five (5) years before the date of such Applicable Party's or Affiliated Entity's contract or engagement in connection with the Matter:

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
- b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise;
or

- c. made an admission of such conduct described in a. or b. above that is a matter of record, but have not been prosecuted for such conduct; or
- d. violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).

3. Neither the Disclosing Party, Affiliated Entity or Applicable Party, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

4. Neither the Disclosing Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the United States Department of the Treasury or the Bureau of Industry and Security of the United States Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

5. The Disclosing Party understands and shall comply with (1) the applicable requirements of the Governmental Ethics Ordinance of the City, Title 2, Chapter 2-156 of the Municipal Code; and (2) all the applicable provisions of Chapter 2-56 of the Municipal Code (Office of the Inspector General).

6. If the Disclosing Party is unable to certify to any of the above statements in this Part B (Further Certifications), the Disclosing Party must explain below:

N.A.

If the letters "N.A.", the word "None", or no response appear on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

C. Certification Of Status As Financial Institution.

For purposes of this Part C, under Municipal Code Section 2-32-455(b), the term "financial institution" means a bank, savings and loan association, thrift, credit union, mortgage banker, mortgage broker, trust company, savings bank, investment bank, securities broker, municipal securities broker, securities dealer, municipal

securities dealer, securities underwriter, municipal securities underwriter, investment trust, venture capital company, bank holding company, financial services holding company, or any licensee under the Consumer Installment Loan Act, the Sales Finance Agency Act, or the Residential Mortgage Licensing Act. However, "financial institution" specifically shall not include any entity whose predominant business is the providing of tax deferred, defined contribution, pension plans to public employees in accordance with Sections 403(b) and 457 of the Internal Revenue Code. (Additional definitions may be found in Municipal Code Section 2-32-455(b).)

1. Certification

The Disclosing Party certifies that the Disclosing Party (check one)

is is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

2. If the Disclosing Party is a financial institution, then the Disclosing Party pledges:

"We are not and will not become a predatory lender as defined in Chapter 2-32 of the Municipal Code. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in Chapter 2-32 of the Municipal Code. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City".

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in Section 2-32-455(b) of the Municipal Code) is a predatory lender within the meaning of Chapter 2-32 of the Municipal Code, explain here (attach additional pages if necessary):

N.A.

If the letters "N.A.", the word "None", or no response appear on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

D. Certification Regarding Interest In City Business.

Any words or terms that are defined in Chapter 2-156 of the Municipal Code have the same meanings when used in this Part D.

1. In accordance with Section 2-156-110 of the Municipal Code:

Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

- Yes
- No

Note: If you checked "Yes" to Item D.1, proceed to Items D.2 and D.3. If you checked "No" to Item D.1, proceed to Part E.

2. Unless sold pursuant to a process of competitive bidding, or otherwise permitted, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person or entity in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part D.

Does the Matter involve a City Property Sale?

- Yes
- No

3. If you checked "yes" to Item D.1, provide the names and business addresses of the City officials or employees having such interest and identify the nature of such interest:

Name	Business Address	Nature Of Interest
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

- 4. The Disclosing Party further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

E. Certification Regarding Slavery Era Business.

The Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies from the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves) and has disclosed in this E.D.S. any and all such records of the City. In addition, the Disclosing Party must disclose the names of any and all slaves or slaveholders described in those records. Failure to comply with these disclosure requirements may make the Matter to which this E.D.S. pertains voidable by the City.

Please check either 1 or 2 below. If the Disclosing Party checks 2, the Disclosing Party disclose below or in an attachment to this E.D.S. all requisite information as set forth in that paragraph 2.

- 1. The Disclosing Party verifies that (a) the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies, and (b) the Disclosing Party has found no records of investments or profits from slavery, the slave industry, or slaveholder insurance policies and no records of names of any slaves or slaveholders.
- 2. The Disclosing Party verifies that, as a result of conducting the search in step 1(a) above, the Disclosing Party has found records relating to investments or profits from slavery, the slave industry, or slaveholder insurance policies and/or the names of any slaves or slaveholders. The Disclosing Party verifies that the following constitutes full disclosure of all such records:

Section VI.

Certifications For Federally-Funded Matters.

Note: If the Matter is federally funded, complete this Section VI. If the Matter is not federally funded, proceed to Section VII.

A. Certification Regarding Lobbying.

1. List below the names of all persons or entities registered under the federal Lobbying Disclosure Act of 1995 who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter (Begin list here, add sheets as necessary):

N.A.

(If no explanation appears or begins on the lines above, or if the letters "N.A." or if the word "None" appear, it will be conclusively presumed that the Undersigned means that no individuals registered under the Lobbying Disclosure Act of 1995 have made lobbying contacts on behalf of the Undersigned with respect to the Matter.)

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any individual listed in Paragraph A. 1 above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan or cooperative agreement.

3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A.1 and A.2 above.

If the Matter is federally funded and any funds other than federally appropriated funds have been or will be paid to any person or entity for influencing or attempting to influence an officer or employee of any agency (as defined by applicable federal law), a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the Matter, the Disclosing Party must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. The form may be obtained online from the federal Office of Management and Budget (O.M.B.) web site at <http://www.whitehouse.gov/omb/grants/sfillin.pdf>, linked on the page http://www.whitehouse.gov/omb/grants/grants_forms.html.

4. The Disclosing Party certifies that either (i) it is not an organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in Section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities".

5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A.1 through A.4 above from all subcontractors before it awards any subcontract and the Disclosing Party must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

B. Certification Regarding Equal Employment Opportunity.

If the Matter is federally funded, federal regulations require the Applicant and all proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations.

Is the Disclosing Party the Applicant?

Yes

No

If "Yes", answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 C.F.R. Part 60-2.)

Yes

No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment

Opportunity Commission all reports due under the applicable filing requirements?

Yes

No

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?

Yes

No

If you checked "No" to questions 1 or 2 above, please provide an explanations:

Section VII.

*Acknowledgments, Contract Incorporation,
Compliance, Penalties, Disclosure.*

The Disclosing Party understands and agrees that:

- A. By completing and filing this E.D.S., the Disclosing Party acknowledges and agrees, on behalf of itself and the persons or entities named in this E.D.S., that the City may investigate the creditworthiness of some or all of the persons or entities named in this E.D.S.
- B. The certifications, disclosures and acknowledgments contained in this E.D.S. will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this E.D.S. is based.

- C. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of these ordinances and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 North Sedgwick Street, Suite 500, Chicago, Illinois 60610 (telephone number omitted for printing purposes). The Disclosing Party must comply fully with the applicable ordinance.
- D. If the City determines that any information provided in this E.D.S. is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded, void or voidable), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other transactions with the City. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.
- E. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided on this E.D.S. and any attachments to this E.D.S. may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this E.D.S., the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this E.D.S. and also authorizes the City to verify the accuracy of any information submitted in this E.D.S.
- F. The information provided in this E.D.S. must be kept current. In the event of changes, the Disclosing Party must supplement this E.D.S. up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this E.D.S. as the contract requires.

The Disclosing Party represents and warrants that:

- G. The Disclosing Party has not withheld or reserved any disclosures as to economic interests in the Disclosing Party, or as to the Matter, or any information, data or plan as to the intended use or purpose for which the Applicant seeks City Council or other City agency action.

For purposes of the certifications in H.1 and H.2 below, the term "affiliate" means any person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with the federal government or a state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity.

- H.1. The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its affiliates delinquent in paying any fine, fee, tax or other charge owed to the City. This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.
- H.2. If the Disclosing Party is the Applicant, the Disclosing Party and its affiliates will not use, nor permit their subcontractors to use, any facility on the U.S. E.P.A.'s List of Violating Facilities in connection with the Matter for the duration of time that such facility remains on the list.
- H.3. If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in H.1 and H.2 above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

Note: If the Disclosing Party cannot certify as to any of the items in H.1, H.2 or H.3 above, an explanatory statement must be attached to this E.D.S.

Certification.

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this E.D.S. on behalf of the Disclosing Party, and (2) warrants

that all certifications and statements contained in this E.D.S. are true, accurate and complete as of the date furnished to the City.

Ravenswood Chamber of Commerce
(Print or type name of Disclosing Party)

Date: July 6, 2006

By: (Signed) Tom Kamykowski
(sign here)

Tom Kamykowski
(Print or type name of person signing)

Executive Director
(Print or type title of person signing)

Subscribed and sworn to before me on (date)
July 6, 2006, by Tom Kamykowski at
Cook County, Illinois (State).

(Signed) James J. McHale
Notary Public

Commission expires: September 30, 2006

“Official Seal”
James J. McHale
Notary Public, State of Illinois
My commission expires: September 30, 2006

(Sub)Exhibit 4.
(To Service Provider Agreement With Ravenswood
Chamber of Commerce, Inc. For Special
Service Area Number 37)

Contract Insurance Provisions.

Special Services Area Number 37.

Ravenswood Chamber Of Commerce, Inc.

Contractor must provide and maintain at Contractor’s own expense, during the term of the Agreement and time period following expiration if Contractor is required

to return and perform any of the Services or Additional Services under this agreement, the insurance coverage and requirements specified below, insuring all operations related to the Agreement.

A. Insurance To Be Provided.

1) Workers' Compensation And Employer's Liability.

Workers' Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide a service under this Agreement and Employer's Liability coverage with limits of not less than One Hundred Thousand Dollars (\$100,000) each accident or illness or disease.

2) Commercial General Liability (Primary And Umbrella).

Commercial General Liability Insurance or equivalent with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage liability. Coverages must include the following: all premises and operations, products/completed operations, separation of insureds, defense and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the Services.

3) Automobile Liability (Primary And Umbrella).

When any motor vehicles (owned, non-owned and hired) are used in connection with Services to be performed, Contractor must provide Automobile Liability Insurance with limits of not less than Five Hundred Thousand Dollars (\$500,000) per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the Services.

4) Professional Liability.

When any professional consultants (e.g.: C.P.A.s, attorneys, architects, engineers, construction managers) perform Services in connection with this Agreement, Professional Liability Insurance covering acts, errors or omissions must be maintained with limits of not less than Five Hundred Thousand Dollars (\$500,000). Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of Services on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

5) Crime.

Contractor must be responsible for all persons handling funds under this Agreement, against loss by dishonesty, robbery, burglary, theft, destruction, or disappearance, computer fraud, credit card forgery and other related crime risks.

B. Security Firms.

If the Contractor enters into a subcontract with a Security Firm, such Security Firm must be certified by the State of Illinois, and the Security Firm's employees must be registered and certified by the State. Contractor must ensure and require any Security Firm subcontractor to comply with the Risk Management Division approved Security Firm Insurance Provisions set forth in (Sub)Exhibit 5 of this Agreement, attached hereto and incorporated by references as though fully set forth herein

C. Additional Requirements.

Contractor must furnish the City of Chicago, Department of Planning and Development, Attention Development Support Services, Room 1003, 121 North LaSalle Street, Chicago, Illinois 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Contractor must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached as exhibit) or equivalent prior to award of this Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the City to obtain certificates or other insurance evidence from Contractor is not a waiver by the City of any requirements for the Contractor to obtain and maintain the specified coverages. Contractor must advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified in this agreement. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to stop work and suspend this agreement until proper evidence of insurance is provided, or the Agreement may be terminated.

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

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Contractor.

Contractor hereby waives and agrees to require their insurers to waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents or representatives.

The coverages and limits furnished by Contractor in no way limit the Contractor's liabilities and responsibilities specified within the Agreement or by law.

Any insurance or self- insurance programs maintained by the City of Chicago do not contribute with insurance provided by Contractor under this Agreement.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this agreement or any limitation placed on the indemnity in this agreement given as a matter of law.

If Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

Contractor must require all subcontractors to provide the insurance required in this Agreement, or Contractor may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements of Contractor unless otherwise specified in this agreement.

If Contractor or subcontractor desire additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

The City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

[City of Chicago Insurance Certificate Form referred to
in these Contractor Insurance Provisions
unavailable at time of printing.]

(Sub)Exhibit 5.

*(To Service Provider Agreement With Ravenswood
Chamber Of Commerce, Inc. For Special
Service Area Number 37)*

Security Firm Insurance Provisions.

Special Service Area Number 37.

Ravenswood Chamber Of Commerce, Inc.

The Security Firm must provide and maintain at Security Firm's own expense, until Contract completion and during the time period following expiration if Security Firm is required to return and perform any additional work, the insurance

coverages and requirements specified below, insuring all operations related to the Contract.

A. Insurance To Be Provided.

1) Workers' Compensation and Employer's Liability.

Workers' Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work under this Contract and Employer's Liability coverage with limits of not less than Five Hundred Thousand Dollars (\$500,000) each accident, illness or disease.

2) Commercial General Liability (Primary And Umbrella).

Commercial General Liability Insurance or equivalent with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: all premises and operations, products/completed operations, separation of insureds, defense, and contractual liability (with no limitation endorsement). The S.S.A.C., the City of Chicago and the Contractor are to be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

3) Automobile Liability (Primary And Umbrella).

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Security Firm must provide Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The S.S.A.C., the City of Chicago and the Contractor are to be named as additional insureds on a primary, noncontributory basis for any liability arising directly or indirectly from the work.

4) Professional Liability.

Professional Liability Insurance covering acts, errors or omissions must be maintained by the Security Firm with limits of not less than One Million Dollars (\$1,000,000). Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

B. Additional Requirements.

The Security Firm must furnish the Contractor original Certificates of Insurance, or such similar evidence, to be in force on the date of this Contract, and Renewal

Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. The Security Firm must submit evidence of insurance prior to Contract award. The receipt of any certificate does not constitute agreement by the Contractor that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of the Contractor to obtain certificates or other insurance evidence from Security Firm is not a waiver by the Contractor of any requirements for the Security Firm to obtain and maintain the specified coverages. The Security Firm must advise all insurers of the Contract provisions regarding insurance. Nonconforming insurance does not relieve Security Firm of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Contract, and the Contractor retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

The insurance must provide for sixty (60) days prior written notice to be given to the Contractor in the event coverage is substantially changed, canceled or non-renewed.

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Security Firm.

Security Firm hereby waives and agrees to require their insurers to waive their rights of subrogation against the Contractor and the City of Chicago, its employees, elected officials, agents or representatives.

The coverages and limits furnished by Security Firm in no way limit the Security Firm's liabilities and responsibilities specified within the Contract or by law.

Any insurance or self-insurance programs maintained by the Contractor do not contribute with insurance provided by the Security Firm under the Contract.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Contract or any limitation placed on the indemnity in this Contract given as a matter of law.

If Security Firm is a joint venture or a limited liability company the insurance policies must name the joint venture or limited liability company as a named insured.

The Security Firm must require all subcontractors to provide the insurance required herein, or Security Firm may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Security Firm unless otherwise specified in this Contract.

If Security Firm or subcontractors desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

The City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

(Sub)Exhibit 6.
 (To Service Provider Agreement With Ravenswood
 Chamber Of Commerce, Inc. For Special
 Service Area Number 37)

Prevailing Wages.
 (Page 1 of 9)

Cook County Prevailing Wage For September, 2006.

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN	ALL			30.150	30.900	1.5	1.5	2.0	6.860	3.940	0.000	0.170
ASBESTOS ABT-MEC	BLD			23.300	24.800	1.5	1.5	2.0	7.860	4.910	0.000	0.000
BOILERMAKER	BLD			37.700	41.090	2.0	2.0	2.0	6.720	6.790	0.000	0.210
BRICK MASON	BLD			33.250	36.580	1.5	1.5	2.0	6.450	7.020	0.000	0.440
CARPENTER	ALL			36.520	38.520	1.5	1.5	2.0	7.960	5.910	0.000	0.490
CEMENT MASON	ALL			36.600	37.850	2.0	1.5	2.0	6.110	4.920	0.000	0.150
CERAMIC TILE FNSHER	BLD			28.520	0.000	2.0	1.5	2.0	5.650	5.750	0.000	0.330
COMM. ELECT.	BLD			32.440	34.940	1.5	1.5	2.0	6.930	5.320	0.000	0.700
ELECTRIC PWR EQMT OP	ALL			36.050	42.000	1.5	1.5	2.0	7.870	9.730	0.000	0.270
ELECTRIC PWR GRNDMAN	ALL			28.120	42.000	1.5	1.5	2.0	6.140	7.600	0.000	0.210
ELECTRIC PWR LINEMAN	ALL			36.050	42.000	1.5	1.5	2.0	7.870	9.730	0.000	0.270
ELECTRICIAN	ALL			36.300	38.900	1.5	1.5	2.0	9.530	7.250	0.000	0.750
ELEVATOR CONSTRUCTOR	BLD			40.745	45.840	2.0	2.0	2.0	7.775	5.090	2.445	0.400
FENCE ERECTOR	ALL			27.140	28.640	1.5	1.5	2.0	7.500	7.590	0.000	0.250
GLAZIER	BLD			31.400	32.400	1.5	2.0	2.0	6.490	9.050	0.000	0.500
HT/FROST INSULATOR	BLD			33.300	35.050	1.5	1.5	2.0	7.860	8.610	0.000	0.310
IRON WORKER	ALL			36.250	37.750	2.0	2.0	2.0	8.970	10.77	0.000	0.300
LABORER	ALL			30.150	30.900	1.5	1.5	2.0	6.860	3.940	0.000	0.170
LATHER	BLD			36.520	38.520	1.5	1.5	2.0	7.960	5.910	0.000	0.490
MACHINIST	BLD			36.890	38.890	2.0	2.0	2.0	4.380	5.650	2.550	0.000
MARBLE FINISHERS	ALL			25.750	0.000	1.5	1.5	2.0	6.070	7.020	0.000	0.580
MARBLE MASON	BLD			33.250	36.580	1.5	1.5	2.0	6.450	7.020	0.000	0.580
MILLWRIGHT	ALL			36.520	38.520	1.5	1.5	2.0	7.960	5.910	0.000	0.490
OPERATING ENGINEER	BLD	1		41.550	45.550	2.0	2.0	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER	BLD	2		40.250	45.550	2.0	2.0	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER	BLD	3		37.700	45.550	2.0	2.0	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER	BLD	4		35.950	45.550	2.0	2.0	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER	FLT	1		42.700	42.700	1.5	1.5	2.0	6.050	4.850	1.800	0.000
OPERATING ENGINEER	FLT	2		41.200	42.700	1.5	1.5	2.0	6.050	4.850	1.800	0.000
OPERATING ENGINEER	FLT	3		36.650	42.700	1.5	1.5	2.0	6.050	4.850	1.800	0.000
OPERATING ENGINEER	FLT	4		30.500	42.700	1.5	1.5	2.0	6.050	4.850	1.800	0.000
OPERATING ENGINEER	HWY	1		39.750	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER	HWY	2		39.200	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER	HWY	3		37.150	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER	HWY	4		35.750	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER	HWY	5		34.550	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
ORNAMNTL IRON WORKER	ALL			33.600	35.350	2.0	2.0	2.0	7.250	10.09	0.000	0.750

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PAINTER	ALL	34.400	38.700	1.5	1.5	1.5	6.200	6.400	0.000	0.390
PAINTER SIGNS	BLD	27.640	31.030	1.5	1.5	1.5	2.600	2.210	0.000	0.000
PILEDRIIVER	ALL	36.520	38.520	1.5	1.5	2.0	7.960	5.910	0.000	0.490
PIPEFITTER	BLD	36.100	38.100	1.5	1.5	2.0	7.910	6.100	0.000	0.800
PLASTERER	BLD	33.850	35.350	1.5	1.5	2.0	6.740	7.100	0.000	0.400
PLUMBER	BLD	38.400	40.400	1.5	1.5	2.0	7.170	3.940	0.000	0.790
ROOFER	BLD	33.650	35.650	1.5	1.5	2.0	6.110	3.160	0.000	0.330
SHEETMETAL WORKER	BLD	33.400	36.070	1.5	1.5	2.0	6.460	7.850	0.000	0.590
SIGN HANGER	BLD	24.640	25.490	1.5	1.5	2.0	3.980	2.050	0.000	0.000
SPRINKLER FITTER	BLD	37.500	39.500	1.5	1.5	2.0	8.000	5.850	3.600	0.500
STEEL ERECTOR	ALL	36.250	37.750	2.0	2.0	2.0	8.970	10.77	0.000	0.300
STONE MASON	BLD	33.250	36.580	1.5	1.5	2.0	6.450	7.020	0.000	0.440
TERRAZZO FINISHER	BLD	29.290	0.000	1.5	1.5	2.0	5.650	6.940	0.000	0.270
TERRAZZO MASON	BLD	33.650	36.650	1.5	1.5	2.0	5.650	8.610	0.000	0.300
TILE MASON	BLD	34.600	38.600	2.0	1.5	2.0	5.650	7.000	0.000	0.460
TRAFFIC SAFETY WRKR	HWY	22.800	24.400	1.5	1.5	2.0	3.078	1.875	0.000	0.000
TRUCK DRIVER	E ALL 1	29.150	29.800	1.5	1.5	2.0	5.650	4.300	0.000	0.000
TRUCK DRIVER	E ALL 2	29.400	29.800	1.5	1.5	2.0	5.650	4.300	0.000	0.000
TRUCK DRIVER	E ALL 3	29.600	29.800	1.5	1.5	2.0	5.650	4.300	0.000	0.000
TRUCK DRIVER	E ALL 4	29.800	29.800	1.5	1.5	2.0	5.650	4.300	0.000	0.000
TRUCK DRIVER	W ALL 1	29.700	30.250	1.5	1.5	2.0	6.500	3.400	0.000	0.000
TRUCK DRIVER	W ALL 2	29.850	30.250	1.5	1.5	2.0	6.500	3.400	0.000	0.000
TRUCK DRIVER	W ALL 3	30.050	30.250	1.5	1.5	2.0	6.500	3.400	0.000	0.000
TRUCK DRIVER	W ALL 4	30.250	30.250	1.5	1.5	2.0	6.500	3.400	0.000	0.000
TUCKPINTER	BLD	34.500	35.500	1.5	1.5	2.0	4.710	6.340	0.000	0.400

Legend:

M-F>8 (Overtime is required for any hour greater than 8 worked
each day, Monday through Friday.)
OSA (Overtime is required for every hour worked on Saturday)
OSH (Overtime is required for every hour worked on Sunday and Holidays)
H/W (Health & Welfare Insurance)
Pensn (Pension)
Vac (Vacation)
Trng (Training)

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COOK COUNTY

TRUCK DRIVERS (WEST) - That part of the county West of Barrington Road.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial/Decoration Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration such as the day after Thanksgiving for Veterans Day. If in doubt, please check with IDOL.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished

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interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS ELECTRICIAN - Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting, and cleaning of marble,

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holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which sare installed in a similar manner.

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

OPERATING ENGINEERS - BUILDING

Class 1. Mechanic; Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson attachment; Batch Plant; Benoto; Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, one, two and three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump

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Cretes Dual Ram; Pump Cretes; Squeeze Cretes-screw Type Pumps; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-form Paver; Straddle Buggies; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Bobcat (over 3/4 cu. yd.); Boilers; Brick Forklift; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Greaser Engineer; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, inside Freight Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (self-propelled); Rock Drill (truck mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination - Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators - (Rheostat Manual Controlled); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 small Electric Drill Winches; Bobcat (up to and including 3/4 cu. yd.).

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

OPERATING ENGINEERS - FLOATING

Class 1. Craft foreman (Master Mechanic), diver/wet tender, engineer (hydraulic dredge).

Class 2. Crane/backhoe operator, mechanic/welder, assistant engineer (hydraulic dredge), leverman (hydraulic dredge), and diver tender.

Class 3. Deck equipment operator (machineryman), maintenance of crane (over 50 ton capacity) or backhoe (96,000 pounds or more), tug/launch operator, loader, dozer and like equipment on barge, breakwater wall, slip/dock or scow, deck machinery, etc.

Class 4. Deck equipment operator (machineryman/fireman), (4 equipment units or more) and crane maintenance 50 ton capacity and under or backhoe weighing 96,000 pounds or less, assistant tug operator.

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OPERATING ENGINEERS - HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Craft Foreman; Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Hammerhead, Linden, Peco & Machines of a like nature; Crete Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dowell machine with Air Compressor; Dredges; Field Mechanic-Welder; Formless Curb and Gutter Machine; Gradall and Machines of a like nature; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Backhoes with shear attachments; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Roto Mill Grinder; Slip-Form Paver; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Trenching Machine; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole; Drills (Tunnel Shaft); Underground Boring and/or Mining Machines; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Greaser Engineer; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; All Locomotives, Dinky; Pump Cretes; Squeeze Cretes-Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Scoops -

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Tractor Drawn; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper; Scraper - Prime Mover in Tandem (Regardless of Size); Tank Car Heater; Tractors, Push, Pulling Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Fireman on Boilers; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper - Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Hydro-Blasters; Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. Bobcats (all); Brick Forklifts, Oilers.

TRAFFIC SAFETY

Work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - EAST & WEST

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; TEamsters Unskilled dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

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Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.
Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 618/993-7271 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

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Contractor's Performance And Payment Bond.

[SPECIMEN]

Know All Men By These Presents, That we, _____, Principal, hereinafter referred to as Contractor, and _____, Surety _____ of the County of Cook and State of Illinois, are held and firmly bound unto the City of Chicago in the penal sum of _____ lawful money of the United States, for the payment of which sum of money, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this _____ day of _____ A.D., 200__.

The Condition of the Above Obligation is such, _____. That whereas the above bounden Contractor has entered into a certain contract with the City of Chicago, bearing Contract Number _____ and Specification Number _____ all in conformity with said contract, for _____.

The said contract is incorporated herein by reference in its entirety, including without limitation, any and all indemnification provisions.

Now, if the said Contractor shall in all respects well and truly keep and perform the said contract on its part, in accordance with the terms and provisions of all of the Contract Documents comprising said contract, and in the time and manner therein prescribed, and further shall save, indemnify and keep harmless the City of Chicago against all loss, damages, claims, liabilities, judgements, costs and expenses which may in anywise accrue against said City of Chicago, in consequence of the granting of said contract, or which may in anywise result therefrom or which may result from strict liability, or which may in anywise result from any injuries to, or death of, any person or damage to real or personal property, arising directly or indirectly from or in connection with, work performed or to be performed under said contract by said Contractor, its agents, employees or workmen, assignees, subcontractors, or anyone else, in any respect whatever, or which may result on account of any infringement of any patent by reason of the materials, machinery, devices or apparatus used in the performance of said contract, and moreover, shall pay to said City any sum or sums of money determined by the Purchasing Agent, and/or by a court of competent jurisdiction, to be due said City by reason of any failure or neglect in the performance of the requirements of said contract, wherefore

the Purchasing Agent shall have elected to suspend or cancel the same, and shall pay all claims and demands whatsoever, which may accrue to each and every materialman and subcontractor, and to each and every person who shall be employed by the said Contractor or by its assignees and subcontractors, in or about the performance of said contract, and with wages paid at prevailing wage rates if so required by said contract, and shall insure its liability to pay the compensation, and shall pay all claims and demands for compensation which may accrue to each and every person who shall be employed by them, or any of them in or about the performance of said contract, or which shall accrue to the beneficiaries or dependents of any such person, under the provisions of the Workers' Compensation Act, 820 ILCS 305, as amended, and the Workers' Occupational Disease Act 820 ILCS 310, as amended (hereinafter referred to as "Acts") then is this obligation to be null and void, otherwise to remain in full force and effect.

And it is hereby expressly understood and agreed, and made a condition hereof, that any judgement rendered against said City in any suit based upon any loss, damages, claims, liabilities, judgements, cost or expenses which may in anywise accrue against said City as a consequence of the granting of said contract, or which may in anywise result therefrom, or which in anywise result from any injuries to, or death of any person, or damage to any real or personal property, arising directly or indirectly from, or in connection with, work performed, or to be performed under said contract by said Contractor or its agents, employees or workmen, assignees, subcontractors, or anyone else and also any decision of the Industrial Commission of the State of Illinois, and any order of court based upon such decision, or judgement thereon, render against said City of Chicago in any suit or claim arising under the aforementioned Acts when notice of the pendency or arbitration proceedings or suit shall have given said Contractor, shall be conclusive against each and all parties to this obligation, as to amount, liability and all other things pertaining thereto.

Every person furnishing material or performing labor in the performance of said contract, either as an individual, as a subcontractor, or otherwise, shall have the right to sue on this bond in the name of the City of Chicago, for his use and benefit, and in such suit said person, as plaintiff, shall file a copy of this bond, certified by the party or parties in whose charge this bond shall be, which copy shall be, unless execution thereof be denied under oath, prima facie evidence of the execution and delivery of the original; provided that nothing in this bond contained shall be taken to make the City of Chicago liable to any subcontractor, materialman, laborer or to any other person to any greater extent than it would have been liable prior to the enactment of the Public Construction Bond Act, 30 ILCS 550, as amended, provided further, that any person having a claim for labor and materials furnished in the performance of this contract shall have no right of action unless he shall have filed a verified notice of such claim with the Clerk of the City of Chicago within one hundred eighty (180) days after the date of the last item of work or the furnishing of the last item of materials, and shall have furnished a copy of such verified notice to the contractor within ten (10) days of the filing of the notice with the City of Chicago. Such claim shall be verified and shall contain the name and address of the claimant, the business address of the claimant within the State of Illinois, if any,

or if the claimant be a foreign corporation having no place of business with the State the principal place of business of said corporation, and in all cases of partnership the names and residences of each of the partners, the name of the contractor for the City of Chicago, name of the person, firm or corporation by whom the claimant was employed or to whom such claimant furnished materials, the amount of the claim and a brief description of the public improvement for the construction or installation of which the contract is to be performed. Provided, further, that no defect in the notice herein provided for shall deprive the claimant of his right of action under the terms and provisions of this bond unless it shall affirmatively appear that such defect has prejudiced the rights of an interested party asserting the same; provided, further, that no action shall be brought until the expiration of one hundred twenty (120) days after the date of the last item of work or of the furnishing of the last item of material, except in cases where the final settlement between the City of Chicago and the Contractor shall have been made prior to the expiration of the one hundred twenty (120) day period in which case action may be taken immediately following such final settlement, and provided, further, that no action of any kind shall be brought later than six (6) months after the acceptance by the City of Chicago of the completion of work. Any suit upon this bond shall be brought only in a circuit court of the State of Illinois in the judicial district in which the contract shall have been performed.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of any of the Contract Documents comprising said contract, or to the work to be performed thereunder, shall in anywise affect the obligations on this bond, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of said Contract Documents or to the work.

Approved _____, 20__ _____ (Seal)

_____ (Seal)

Purchasing Agent

_____ (Seal)

_____ (Seal)

Approved as to Form and Legality: _____ (Seal)

_____ (Seal)

Assistant Corporation Counsel

(Sub)Exhibit 8.
(To Service Provider Agreement With Ravenswood
Chamber Of Commerce, Inc. For Special
Service Area Number 37)

Contractor Affidavit.

Contractor Name: _____

Special Service Area Number: _____

Agreement ("Agreement"): _____
Agreement between the City of Chicago and _____ dated
_____, relating to the provision of special services.

Affidavit.

The undersigned, _____, as _____, and on behalf
of _____, having been duly sworn under oath, certifies that in the
year _____, it performed all of the Services described in (Sub)Exhibit 1 of the
Agreement in accordance with the terms of the Agreement and that it spent all
funds obtained from the City in connection with that Agreement on the Services
described in (Sub)Exhibit 1.

Nothing in this Affidavit may be construed as limiting Contractor's obligations
under the Agreement. All terms not defined in this Affidavit will be as defined in the
Agreement.

Under penalty of perjury, I certify that I am authorized to execute this Affidavit on
behalf of the Contractor, that I have personal knowledge of the certifications made
in this Affidavit, and that they are true and correct.

Name of Contractor:

Signature of Authorized Officer

Name of Authorized Officer
(Print or Type)

State of _____

County of _____

Sworn to and acknowledged before me by _____
[name of signatory] as _____ [title] of _____ [name
of contracting party] this ____ day of _____, 20__.

Signature of Notary

AUTHORIZATION FOR CONDUCT OF PUBLIC HEARING ON
ESTABLISHMENT OF SPECIAL SERVICE AREA NUMBER 42
AND LEVY OF SPECIAL ANNUAL SERVICES TAX.
(71ST/STONY ISLAND)

The Committee on Finance submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a substitute ordinance, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Special service areas may be established pursuant to Article VII, Sections 6(l) and 7(6) of the Constitution of the State of Illinois and pursuant to the provisions of the Special Service Area Tax Law, 35 ILLS 200127-5, et seq., as amended from time to time and pursuant to the Property Tax Code, 35 ILLS 200/1-1, et seq., as amended from time to time (the "Property Tax Code"); and

WHEREAS, The City Council of the City of Chicago (the "City Council") finds that it is in the public interest that consideration be given to the creation of an area within the City of Chicago to be known and designated as Special Service Area Number 42 (the "Area") and to the authorization of the levy of a special annual services tax (the "Services Tax") for a period of ten (10) years within the Area for the purposes set forth herein; that the Area is contiguous; and that said special services are in addition to municipal services provided by and to the City of Chicago generally, and it is, therefore, in the best interests of the City of Chicago that the creation of the Area and the levy of the Services Tax within the Area for the services to be provided be considered; now, therefore,

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

SECTION 1. The preambles of this ordinance are hereby incorporated into this text as if set out herein in full.

SECTION 2. A public hearing shall be held by the Committee on Finance of the City Council of the City of Chicago at the City Council Chambers, City Hall, Chicago, Illinois (the "Hearing") to consider the creation of the Area and the authorization of the levy of the Services Tax. At the Hearing there will be considered the levy of the Services Tax upon the taxable property within the Area sufficient to produce revenues required to provide special services in the Area. The Services Tax shall not

exceed the annual sum of two percent (2%) of the equalized assessed value of the taxable property within the Area. The Services Tax shall be authorized to be levied in tax years 2006 through and including 2015. The Services Tax shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Property Tax Code, as amended from time to time. The special services to be considered include maintenance and beautification, new construction, coordinated marketing and promotional activities, parking and transit programs, area strategic planning, business retention and recruitment, building facade improvements, security services and other technical assistance activities to promote community and economic development (collectively, the "Special Services"). The Special Services shall be in addition to services provided to and by the City of Chicago generally. The Area shall consist of territory described on Exhibit 1 hereto and hereby incorporated herein. The approximate street location of said territory consists of South Stony Island Avenue from East 67th Street to East 73rd Street and west side only on South Stony Island Avenue from East 73rd Street to East 79th Street; East 71st Street from South South Shore Drive to South Kimbark Avenue.

SECTION 3. Notice of the Hearing shall be published by the Deputy City Clerk at least once, not less than fifteen (15) days prior to the Hearing, in a newspaper of general circulation within the City of Chicago. In addition, notice by mail shall be given by depositing said notice in the United States mail addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each property lying within the Area. The notice shall be mailed not less than ten (10) days prior to the time set for the Hearing. In the event taxes for the last preceding year were not paid, the notice shall be sent to the person last listed on the tax rolls prior to that year as the owner of the property.

SECTION 4. Notice of the Hearing shall be substantially in the following form:

Notice Of Public Hearing.

City Of Chicago Special Service Area Number 42.

Notice is hereby given that at ___ o'clock ___ M., on the ___ day of _____, 2006 at the City Council Chambers, City Hall, 121 North LaSalle Street, Chicago, Illinois, a public hearing will be held by the Committee on Finance of the City Council of the City of Chicago to consider the creation of an area within the City of Chicago to be known and designated as Special Service Area Number 42 (the "Area") and the authorization of the levy of a special annual services tax (the "Services Tax") within the Area. The Services Tax under consideration shall be authorized to be levied in tax years 2006 through and including 2015. The purpose of creating the Area shall be to provide special services

within the Area, which may include maintenance and beautification, new construction, coordinated marketing and promotional activities, parking and transit programs, area strategic planning, business retention and recruitment, building facade improvements, security services and other technical assistance activities to promote community and economic development (collectively, the "Special Services").

At the hearing there will be considered a Services Tax to be levied against the taxable property included within the Area for the provision of the Special Services not to exceed the annual sum of two percent (2%) of the equalized assessed value of taxable property within the Area. The Services Tax shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Property Tax Code, 35 ILCS 200/1-1, et seq., as amended from time to time.

The Area shall consist of the territory described herein and incorporated hereto as Exhibit 1. The approximate street location of said territory consist South Stony Island Avenue, from East 67th Street to East 73rd Street and west side only on South Stony Island Avenue, from East 73rd Street to East 79th Street; East 71st Street, from South South Shore Drive to South Kimbark Avenue.

At the public hearing any interested person, including all persons owning taxable real property located within the proposed Area, affected by the creation of the Area and the levy of the Services Tax may file with the Deputy City Clerk of the City of Chicago written objections to and may be heard orally with respect to any issues embodied in this notice. The Committee on Finance of the City Council of the City of Chicago shall hear and determine all protests and objections at said hearing and said hearing may be adjourned to another date without further notice other than a motion to be entered upon the minutes fixing the time and place it will reconvene.

If a petition signed by at least fifty-one percent (51%) of the electors residing within the boundaries of the proposed Area and by at least fifty-one percent (51%) of the landowners included within the boundaries of the proposed Area objecting to the creation of the Area and the levy of the Services Tax therein is filed with the Deputy City Clerk of the City of Chicago within sixty (60) days following the final adjournment of the public hearing, the Area shall not be created and the Services Tax shall not be levied.

By order of the City Council of the City of Chicago, Cook County,
Illinois.

Dated this _____ day of _____, 2006.

Deputy City Clerk, City of Chicago,
Cook County, Illinois

SECTION 5. This ordinance shall become effective from its passage and approval.

Exhibit 1 referred to in this ordinance reads as follows:

Exhibit 1.

Legal Description And Permanent Index Numbers.

Legal Description Of 71st/Stony Island
Special Service Area Number 42.

Those parts of Sections 23, 24, 25, 26 and 35 in Township 38, North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, more particularly described as follows:

beginning at the intersection of the centerline of Stony Island Avenue with the centerline of 79th Street; thence north along the centerline of Stony Island Avenue to the south line of Lot 23 in the subdivision of Lot 7 in Conrad Seipp's Subdivision; thence east along said south line to the center of the first alley east of Stony Island Avenue, thence north along the centerline of said alley to the north line of Lot 29 in the Subdivision of Block 2 in Conrad Seipp's Subdivision; thence east along the north line of Lot 29 to the centerline of Cornell Avenue; thence north along said line to the south line of 71st Street; thence east along said south line to the centerline of East End Avenue; thence south along the centerline of said Avenue to the centerline of the first alley south of 71st Street; thence east along the centerline of the alley to a point where the alley turns to the south; thence south along the centerline of the alley to the north

line of 71st Place; thence east along the north line of 71st Place to the west line of the east half of the northwest quarter of said Section 25; thence north along said west line to a line 18 feet north of the north line of Lot 46 in Christopher Columbus Addition to Jackson Park; thence east along said line to the center of Constance Avenue; thence south along the centerline of Constance Avenue to the westerly extension of the south line of Lot 2 of said addition; thence east along said line to the east line of Christopher Columbus Addition to Jackson Park; thence south along the east line of said addition to the north line of Belknap's Subdivision; thence east along said north line to the west line of South Kenwood Resubdivision; thence north along said west line to the north line of Lot 3 in Block 2 in said resubdivision; thence east along said north line of Lot 3 in Block 2 and the north line of Lot 3 in Block 1 in said resubdivision to the east line of said resubdivision; thence south along said east line to the south line of the alley in Frank's Subdivision; thence east along said south line to the centerline of Jeffery Avenue; thence south along said centerline to the centerline of 72nd Street; thence east along said centerline to the centerline of Paxton Avenue; thence north along said centerline to the westerly extension of the north line of Lot 22 in Block 2 in Columbia Addition to South Shore; thence east along said north line to the centerline of the first alley east of Paxton Avenue; thence north along said centerline to the westerly extension of a line 30.5 feet north of the southline of Lot 2 in said Block 2; thence east along said line to the centerline of Luella Avenue; thence south along said centerline to the westerly extension of the north line of Lot 22 in Block 1 in said addition; thence east along said north line to the centerline of the alley in said Block 1; thence north along said centerline to the westerly extension of a line 5 feet north of the north line of Lot 3 in said Block 1; thence east along said line to the centerline of Crandon Avenue; thence south along said centerline to the westerly extension of the centerline of the first alley south of 71st Street between Crandon Avenue and Oglesby Avenue; thence east along said line to the northerly extension of the east line of Lot 1 in the subdivision of the west half of Lot 3 and of Lots 4 and 5 in Block 1 of Stave and Klemm's Subdivision; thence south along the east line of Lots 1 through 7, inclusive, in said subdivision to the south line of said Lot 7; thence east to the centerline of Oglesby Avenue; thence north along said line to the westerly extension of the north line of Lot 16 in the subdivision of Lots 1 and 2 and the east half of Lot 3 of Block 1 of Stave and Klemm's Subdivision, thence east along said line and its easterly extension to the centerline of Yates Avenue; thence north along said centerline to the centerline of 70th Place; thence west along said centerline to the centerline of Oglesby Avenue; thence south along said centerline to the centerline of the first alley north of 71st Street; thence west along said centerline to the centerline of Paxton Avenue; thence north along said centerline to the centerline of 70th Street; thence west along said centerline to the westerly extension of the east line of E.L. Sommer's Subdivision; thence south along said east line to the south line of Lot 10 in E.L. Sommer's Subdivision; thence west along said line to the centerline of Merrill Avenue, thence continuing west along the south line

of Lots 15 and 10 in Block 3 in Commissioner's Partition Subdivision to the centerline of Clyde Avenue; thence north along said centerline to the westerly extension of a line 15 feet north of the north line of Lot 10 in B.J. Kelly's Subdivision; thence west along said line to the centerline of Chappel Avenue; thence south along said centerline to a line 10 feet north of the south line of Lot 15 in Block 1 in Commissioner's Partition; thence west along said line to the centerline of the alley between Chappel Avenue and Jeffery Boulevard; thence north along said centerline to the easterly extension of a line 10 feet south of the north line of Lot 9 in said Block 1; thence west along said line to the centerline of Jeffery Boulevard; thence north along said centerline to the easterly extension of the north line of Lot 9 in Block 16 in Jackson Park Highlands; thence west along said north line and the north line of Lot 14 in said Block 16 to the centerline of Euclid Avenue; thence south along said centerline to the easterly extension of a line 4 feet south of the south line of Lot 10 in Block 15 in said Jackson Park Highlands; thence west to the centerline of said Block 15; thence south along said centerline to a line 8 feet south of the south line of Lot 15 in said Block 15; thence west along said line to the centerline of Bennett Avenue; thence north along said centerline to the easterly extension of the south line of Lot 10 in Block 14 in said subdivision; thence west along said line to the centerline of said Block 14; thence south along said centerline to a line 22 feet south of the south line of Lot 15 in said block; thence west along said line to the centerline of Constance Avenue; thence north along said centerline to the north line of Lot 9 in Block 13 in said subdivision; thence west along said line to the centerline of said Block 13; thence south along said centerline to the north line of Lot 14 in said Block 13; thence west along said line to the centerline of Cregier Avenue; thence north along said centerline to the easterly extension of the north line of Lot 10 in Block 1 in Cronkhite, Clarkson and Boyd's Subdivision, thence west to the centerline of the alley in said block; thence south along said centerline to the south line of Lot 15 in Block 1 in said subdivision; thence west along said line to the centerline of East End Avenue; thence north along said centerline to the easterly extension of the south line of Lot 8 in Block 2 in said subdivision; thence west along said line to the centerline of the alley in said block; thence north along said centerline to the easterly extension of the north line of Lot 18 in said block; thence west along said line to the centerline of Cornell Avenue; thence south along said centerline to the easterly extension of a line 25 feet north of the south line of Lot 10 in Block 3 in said subdivision; thence west along said line to the centerline of the alley in said block, said alley being the alley first east of Stony Island Avenue; thence north along said centerline of alley to the centerline of 69th Street; thence east along said centerline to the west line of Cornell Avenue; thence north along said west line to the centerline of 67th Street; thence west along said centerline to the centerline of Dorchester Avenue; thence south along said centerline to the centerline of the alley first south of 67th Street; thence east along the centerline of said alley to the centerline of the alley first west of Stony Island Avenue; thence south along said line to the centerline of 68th Street; thence east along

said line to the west line of Hamilton's Resubdivision of Lots 1 to 7, inclusive, in Block 1 of Pearce and Benjamin's Subdivision, said line being the west line of part of Lot 1; thence south along said line to a line 78 feet south of the south line of 68th Street; thence west along said line to the centerline of the alley first west of Stony Island Avenue; thence south along said line to the centerline of the alley first north of 69th Street; thence east along said line to the centerline of the alley first west of Stony Island Avenue; thence south along said line to the centerline of 69th Street; thence west along said line to the centerline of the alley first west of Stony Island Avenue; thence south along said line to the centerline of 70th Street; thence west along said line to the centerline of the alley first west of Stony Island Avenue; thence south along said line to a line 100 feet north of the north line of 71st Street, said line being the Lot 29 and its easterly extension, in Parkside Subdivision, said subdivision being recorded as Document Number 47797 and rerecorded as Document Number 15203; thence west along said line and its westerly extension and continuing along the south lines of Lots 18 and 29 and their easterly and westerly extensions in Block 2 in said subdivision, to the centerline of Dante Avenue; thence north along said line to the centerline of 70th Street; thence west along said line to the easterly line of the Illinois Central Railroad; thence southerly along said easterly line to the centerline of the alley first south of 71st Street; thence east along said centerline to the centerline of the north alley first west of Stony Island Avenue; thence south along said line to the centerline of 72nd Place; thence west along said centerline to a line 175 feet east of the east line of Blackstone Avenue; thence south along said line to the centerline of 73rd Street; thence east along said line to the centerline of the alley first west of Stony Island Avenue; thence south along said line to the centerline of 75th Street; thence west along said line to the centerline of Blackstone Avenue; thence south along said line to the centerline of 76th Street; thence east along said line to the centerline of the alley first west of Stony Island Avenue; thence south along said line to the centerline of 77th Street; thence west along said line to the centerline of Dante Avenue; thence southwesterly along said line to the northeasterly line of the 200 foot wide right-of-way line of the railroad formerly known as the Pennsylvania Central also being the southwesterly line of Cornell Subdivision; thence southeasterly along said line to the centerline of 79th Street; thence east along said centerline to the centerline of Stony Island Avenue to the point of beginning.

[Permanent Index Number List for Special Service Area Number 42
(71st/Stony Island) printed on pages 86560 through
86563 of this *Journal*.]

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20-24-300-016-0000	20-24-323-005-0000	20-25-112-005-0000
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20-23-418-019-0000	20-23-424-038-0000	20-26-229-033-0000
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20-24-316-002-0000	20-25-100-001-0000	20-26-229-035-0000
20-24-316-003-0000	20-26-203-023-0000	20-26-229-036-0000
20-24-316-004-0000	20-26-203-019-0000	20-26-230-028-0000
20-24-316-005-0000	20-25-100-039-0000	20-26-230-029-0000
20-24-316-006-0000	20-26-207-022-0000	20-26-407-006-0000
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20-24-316-008-0000	20-26-207-027-0000	20-26-415-028-0000
20-24-316-009-0000	20-25-100-032-0000	20-26-415-029-0000
20-23-424-020-0000	20-25-100-033-0000	20-26-415-030-0000
20-24-323-001-0000	20-26-207-025-0000	20-26-415-031-0000
20-23-424-021-0000	20-25-100-030-0000	20-26-415-032-0000
20-24-323-002-0000	20-26-207-026-0000	20-26-415-033-0000
20-24-323-031-0000	20-25-100-034-0000	20-26-415-034-0000
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20-26-423-002-0000	20-26-202-030-0000	20-25-102-003-0000
20-26-423-003-0000	20-26-202-008-0000	20-25-102-004-0000
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20-26-423-005-0000	20-26-202-009-0000	20-25-102-006-0000
20-26-423-006-0000	20-26-202-010-0000	20-25-103-001-0000
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AUTHORIZATION FOR EXECUTION OF SEWER SERVICE
AGREEMENT WITH VILLAGE OF
HARWOOD HEIGHTS.

The Committee on Finance submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing entering into and executing a sewer service agreement with the Village of Harwood Heights, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

WHEREAS, The City is the owner of certain properties comprising a sewer system which serves primarily residents of the City (the "City's Sewer System"); and

WHEREAS, The City provides sewer services to certain nonresident users at premises located outside of the corporate limits of the City and has the authority to charge such nonresidents for the use of the City's Sewer System; and

WHEREAS, The City Council revised the schedule of service charges for sewer connections for premises outside the corporate limits of the City pursuant to an ordinance enacted on December 15, 2004 and published at pages 39833 to 39839 of the *Journal of the Proceedings of the City Council of the City of Chicago* (the "Journal"), which schedule was established by the City Council pursuant to an ordinance (the "Initial Rate Ordinance") enacted on August 21, 1945 and published at pages 3903 -- 3904 of the *Journal* for such date; and

WHEREAS, The Village of Harwood Heights ("Harwood Heights") and the City have entered into a settlement agreement (the "Settlement") pursuant to which the parties agree that the amount due and owing by Harwood Heights to the City for past sewer services is Five Hundred Forty-five Thousand Eight Hundred Thirty-seven and 08/100 Dollars (\$545,837.08) to be paid in accordance with the terms of the Settlement; and

WHEREAS, Pursuant to the Settlement, Harwood Heights and the City have agreed to enter into an agreement in substantially the form attached hereto as Exhibit A (the "Agreement") in order to set forth their objectives and respective duties and responsibilities and to describe the procedures and guidelines to be followed with respect to the City providing sewer services to Harwood Heights; now, therefore,

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

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

SECTION 2. Harwood Heights shall pay the City in the amount of Five Hundred Forty-five Thousand Eight Hundred Thirty-seven and 08/100 Dollars (\$545,837.08) or past sewer services in installments as follows: One Hundred Thousand and no/100 Dollars (\$100,000.00) on or before July 1, 2006, One Hundred Thousand and no/100 Dollars (\$100,000.00) on or before September 1, 2006, One Hundred Thousand and no/100 Dollars (\$100,000.00) on or before December 1, 2006, One Hundred Fifty Thousand and no/100 Dollars (\$150,000.00) on or before June 1, 2007, Ninety-five Thousand Eight Hundred Thirty-seven and 08/100 Dollars (\$95,837.08) on or before July 1, 2007.

SECTION 3. The Mayor and Deputy City Clerk are authorized to execute the Agreement, and such other documents as are necessary, between the City and Harwood Heights, subject to the approval of the Corporation Counsel of the City as to form and legality, and to the approval of the Commissioner of the Department of Water Management, which Agreement may contain such other terms as are deemed necessary or appropriate by the parties executing the same on the part of the City.

SECTION 4. Nothing contained in this ordinance shall be deemed to limit the authority of the City of Chicago to negotiate or fix rates, by contract, with other municipalities for users of the City's Sewer System residing in such municipalities.

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

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

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

Exhibit "A".
(To Ordinance)

Agreement Number _____

Sewer Service Agreement

Between

The City Of Chicago, Illinois,

And

The Village Of Harwood Heights, Illinois.

This sewer service agreement (this "Agreement") is made and entered into as of this ____ day of _____, 200__ (the "Closing Date") and executed in sextuplicate originals (each executed copy constituting an original) by and between the City of

Chicago, an Illinois municipal corporation (the "City"), and the Village of Harwood Heights, an Illinois municipal corporation (the "Village"), located within the Metropolitan Water Reclamation District of Greater Chicago ("M.W.R.D.G.C."). The City and the Village are referred to herein from time to time each as a "Party" and collectively as the "Parties".

Recitals.

Whereas, The City is the owner of certain properties comprising a sewer system which serves primarily residents of the City (the "City's Sewer System" as more particularly described below); and

Whereas, The Village is the owner of certain properties comprising a sewer system which serves primarily residents of the Village (the "Village's Sewer System" as more particularly described below); and

Whereas, Certain property owners and sewer service users located within the municipal boundaries of the Village currently have access to and use the City's Sewer System; and

Whereas, Certain property owners and sewer service users located within the municipal boundaries of the Village are indebted to the City for past sewer service provided by the City; and

Whereas, The Village, on behalf of said property owners and sewer service users, desires to settle all said claims due and owing the City to the Closing Date; and

Whereas, The Village on behalf of said property owners and sewer service users desires to enter into a contract with the City for sewer service; and

Whereas, On _____ the City Council of the City (the "City Council") adopted an ordinance published in the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal of Proceedings*") for said date at pages ____ to ____ among other things, authorizing the execution of this Agreement (the "City's Authorizing Ordinance"); and the Board of Trustees of the Village adopted an ordinance on _____ among other things, authorizing the execution of this Agreement (the "Village's Authorizing Ordinance" and collectively with the City's Authorizing Ordinance, the "Authorizing Ordinances");

Now, Therefore, In consideration of the above recitals which are made a contractual part of this Agreement and the mutual covenants and agreements hereinafter contained, the City and the Village agree as follows:

Terms And Conditions.

Section 1.

Definitions.

The following terms as used in this Agreement shall have the meanings set forth below unless the context indicates a different meaning:

“Alteration” means any change in the piping configuration or in any of the facilities, including construction of new facilities or changes or additions to existing facilities, comprising the Village’s Sewer System when such change, as reasonably determined by the Commissioner, would (i) materially increase the flow rate of Sewage through a Connection into the City’s Sewer System or (ii) would materially impact the City’s Sewer System.

“A.S.T.M.” means A.S.T.M. International or a successor to such voluntary standards development organization.

“A.W.W.A.” means the American Water Works Association or a successor to such organization.

“Business Day” means a day on which banks in the City or the Village are not authorized or required to remain closed and which shall not be a public holiday under the laws of the State or any ordinance or resolution of the City or the Village.

“Charge” means the fees paid by the Village to the City on behalf of the Nonresident Users or Owners for the use of the City’s Sewer System.

“City’s Sewer System” means the pipes, conduits, manholes, junction structures and all other equipment and/or facilities owned and maintained by the City and installed to convey or carry Sewage.

“Commissioner” means the Commissioner of the City’s Department of Water Management or a successor City department.

“Connection” means a Direct and/or an Indirect Connection.

“County” means the County of Cook, Illinois.

“Department” means the City’s Department of Water Management or a successor City department.

“Direct Connection” means (i) each connection between the Village’s Sewer System and the City’s Sewer System; and (ii) each connection between an Owner’s Sewer Line and the City’s Sewer System. The Direct Connections permitted and governed by this Agreement are described in (Sub)Exhibit A attached hereto.

“Junction Structure” means a facility owned and operated by the City and installed at the intersection of two (2) or more converging sewer pipes larger than twenty-four (24) inches in diameter as they join a sewer pipe or conduit of at least thirty (30) inches in diameter to allow a change in direction, grade, material and size of sewer pipes and provide access to continuous sewer lines for the purpose of inspection and maintenance.

“Indirect Connection” means each connection between an Owner’s Sewer Line and the Village’s Sewer System which allows Sewage to be conveyed or discharged into the City’s Sewer System. The Indirect Connections permitted and governed by this Agreement are described in (Sub)Exhibit A attached hereto, as amended from time to time pursuant to the provisions of this Agreement.

“Manhole” means a structure, other than a Junction Structure, owned and operated by the City and used to facilitate a change in direction, grade, material and size of sewer pipes, and to provide access to continuous sewer lines for the purpose of inspection and maintenance.

“Municipal Code” means the Municipal Code of Chicago.

“Nonresident User” means any person, firm, association, corporation, governmental agency or other entity or organization which receives Sewage Discharge Services from the City and on whose behalf the Village has entered into this Agreement.

“Owner” means any person, firm, association, corporation, governmental agency or other entity or organization that owns in fee simple or a lesser estate land and/or buildings located within the municipal boundaries of the Village which receives Sewage Discharge Services from the City and on whose behalf the Village has entered into this Agreement.

“Owner’s Sewer Line” means the service piping, stubs, and any other facility owned or maintained by the Village, Owners or Nonresident Users which carry or convey Sewage from the Premises into the City’s Sewer System through a Connection.

“Premises” means any building or parcel of real estate located within the municipal boundaries of the Village either (i) owned in fee simple or a lesser estate by an Owner; or (ii) used by a Nonresident User where Sewage is produced and carried to the City’s Sewer System through a Connection.

“Village’s Sewer System” means the pipes, conduits, manholes, junction structures and all other equipment and/or facilities installed to convey or carry Sewage which are owned and maintained by the Village.

“Sewage” means a combination of water-carried wastes from residences, business buildings, institutional and industrial establishments, together with such ground surface and storm waters as may be present.

“Sewage Discharge Service” means the receipt of Sewage into the City’s Sewer System at the Direct Connections.

“State” means the State of Illinois.

Section 2.

Service To Be Provided.

- A. The City agrees to allow the Village to maintain the existing Direct and Indirect Connections at the locations shown in (Sub)Exhibit A.
- B. The City shall supply the Village with Sewage Discharge Services of a quality commensurate with the sewer discharge services furnished to the City’s consumers within the City limits subject to limitations upon the City’s ability to do so caused by: (i) sewer treatment capacity and collection line capacity available to the City, (ii) lack of discharge capacity, (iii) obligation of the City to provide sewer services to others, (iv) the capacity of the City’s Sewer System, (v) completion of any improvements the City elects to make to provide sewer services to others. However, such limitations shall not remove the City’s obligation to ensure that existing upstream flows, including that of the Village, will not be limited, or otherwise adversely affected by the City’s approval or permitting regulations, as directed by City Council, of downstream development and/or redevelopment within the jurisdiction of the City.
- C. Nothing in this Agreement shall obligate the City to provide Sewage Discharge Service if the provision thereof will result in the City being in violation of any applicable laws or other governmental regulations or result in a material breach of any agreements to which the City is a party.
- D. The City shall not be considered in breach of or in default of its obligations under this Agreement in the event of any interruption or decrease of Sewage Discharge Service caused by damage or destruction by fire or other casualty, strike, shortage of material, unusually adverse weather conditions such as, by way of illustration and not limitation,

severe rain storms or below freezing temperatures of abnormal degree or for an abnormal duration, tornadoes or cyclones, acts of war or terrorism, and other events or conditions beyond the reasonable control of the City which in fact interferes with the City's ability to provide Sewage Discharge Service through the Direct Connections. Upon the occurrence of the event causing such interruption or decrease, the City shall, promptly give written notice to the Village.

- E. Subject to Sections 2B, 2C and 2D of this Agreement, the City shall not be responsible in damages for any failure to provide the Sewage Discharge Service hereunder or for any interruption of the Sewage Discharge Service furnished hereunder unless such failure or interruption shall result from the City's wilful breach of this Agreement. The City shall, upon notice, restore services to the Village within a reasonable time.

Section 3.

Charges.

- A. The fee for each Connection shall be calculated using the rate schedule for Sewage Discharge Services provided to users beyond the City's limits, as established by City ordinance, from time to time, according to the size of the pipe at each Connection.
- B. In the case of a single Connection serving two (2) or more Premises, the fee shall be the product of the applicable rate for the size of the pipe at the Connection multiplied by the number of individual Premises discharging through the single Connection into the City's Sewer System.
- C. Charges shall be assessed annually following the schedule of rates as the City shall be legally authorized to charge, said rate or rates being fixed by City ordinance setting the sewer rate schedule for Sewage Discharge Service provided to users beyond the City's limits (the "Annual Charge"). For each calendar year of Sewage Discharge Service provided by the City, the Annual Charge shall be paid in four (4) quarterly installments as billed by the City.
- D. The Annual Charge shall be subject to any changes as directed from time to time by City ordinances setting the sewer rate schedule for Sewage Discharge Services, applicable to users beyond the City limits (each a "Rate Ordinance"). Notice of any change in the Annual Charge shall be communicated by the City to the Village no later than the first day of

December of the year prior to the date on which such Annual Charge change takes effect. (Sub)Exhibit B contains the rate schedule for Sewage Discharge Service provided to users beyond the City's limits adopted by the City Council on December 15, 2004 and contained in Section 3-12-060 of the Municipal Code. The Commissioner may amend (Sub)Exhibit B from time to time to update rate schedule as provided in this Section 3.D. Amendments pursuant to this Section 3.D shall be effective and binding on the City and the Village on the first day of January following the date of adoption of the applicable Rate Ordinance without the need for further action by the City Council or the governing body of the Village.

- E. The Village shall be charged a penalty for late payment of the Charges similar to that charged to customers inside the City as described in Section 6.D. Such late penalty shall be established by City ordinance from time to time. The late penalty described in Section 6.D is authorized by Section 3-12-070 of the Municipal Code.
- F. The Village agrees to exercise best efforts to appropriate annually sufficient funds to provide for the payment to the City of the Charges.
- G. The Village agrees to pay the City Five Hundred Forty-five Thousand Eight Hundred Thirty-seven and 08/100 Dollars (\$545,837.08) by July 1, 2007, in full settlement for all claims due and owing as of _____ against Owners and Nonresident Users indebted to the City for Sewage Discharge Service provided by the City, pursuant to the terms and conditions set forth in the settlement agreement between the City and the Village dated June 22, 2006.

Section 4.

Operation And Maintenance.

- A. The Direct Connection shall mark the limit of the City's responsibility for maintenance of the City's Sewer System. The Village bears the responsibility for maintaining the quality of sewer services at any point within the Village's Sewer System up to and including the Direct Connection. Each Direct Connection and any future Direct Connection shall be equipped with a Junction Structure or Manhole located within the City limits and under the sole and complete control of the City. The City shall bear the cost and responsibility of maintaining or replacing Junction Structures or Manholes.

- B. Plans, drawings and specifications of the Village's Sewer System must be submitted to the Commissioner as a precondition to the execution of this Agreement.
- C. The Village shall provide and maintain the Village's Sewer System and bear the costs for severing any portion of it from the City's Sewer System. The rate of discharge from the Village's Sewer System into the City's Sewer System shall be limited to the capacity of the City's Sewer System as determined by the Commissioner. As such, on future improvements, the Village must install and maintain within its Sewer System, in-line flow restrictor devices along with adequate upstream storm water storage capacity in its roadside ditches, sewers and/or appurtenant sewer structures.
- D. The Village shall cooperate with the City in implementing measures to limit the amount of flow entering the City's Sewer System at the Connections during rain storms. These measures include but are not limited to establishing a program to educate any residents of the Village within the drainage area of the Direct Connection on (i) the advantages of disconnecting downspouts, (ii) establishing incentives for residents to disconnect downspouts, and (iii) installing and maintaining restrictors in catch basins to prevent excess flow from entering the Village's Sewer System.
- E. The Village shall not make or allow any additional Direct Connections other than those shown on (Sub)Exhibit A, without the approval of the Commissioner and the City Council.
- F. The Village may authorize the disconnection of an Indirect Connection at any time and must notify the Commissioner of such decrease in the number of Indirect Connections promptly. The Parties may amend (Sub)Exhibit A to reflect a decrease in the number of Indirect Connections. Amendments pursuant to this Section 4.F shall be effective and binding on the City and the Village on the date set forth in the applicable amendment without the need for further action by the City Council or the governing body of the Village. The Village may authorize rehabilitation or construction of the Premises served by a six (6) inch Indirect Connection and the temporary interruption of up to twelve (12) months of Sewer Discharge Service through such Indirect Connection by giving forty-five (45) days prior written notice to the City as long as such rehabilitation or construction does not, as reasonably determined by the Commissioner, materially alter the rate of flow or volume of Sewage discharge through such Indirect Connection. A "material alteration" in discharge subject to the City's current or future requirements for storm water management and permit authority shall include, but not be limited to, any rehabilitation or construction involving; (i) the resurfacing, grading, filling or excavating of

fifteen thousand (15,000) square feet or more of contiguous area, with the exception of Village maintenance and resurfacing work within any public right-of-way; (ii) the construction of parking lots or other contiguous impervious areas measuring more than seven thousand five hundred (7,500) square feet; (iii) construction of over fifteen thousand (15,000) square feet of roof area for additional stories on building rehabilitations; or (iv) an increase of the existing dry weather flow by more than ten percent (10%); provided, however, a material alteration shall not include, seal-coating where a surface coating is added to the existing surface without the alteration or removal of the existing surface.

- G. The Village shall not overburden the Connections by letting any consumer of services provided by the Village's Sewer System (other than Owners or Nonresident Users) discharge Sewage into or through a Connection. The Village shall not allow Owners and Nonresident Users to overburden the Connection and the City's Sewer System by permitting discharge through a Connection not produced within the Premises served by such Connection.
- H. The Village agrees to comply with and shall cause Nonresident Users and Owners to comply with any and all present and future (i) sanitary and stone regulations of the City affecting sewer services, (ii) regulations and directives of the Department, including but not limited to the Storm Water Detention Requirements set forth in the then current Sewer Permit Requirements and Fees Booklet issued by the Department, (iii) rules and regulations of the M.W.R.D.G.C., and (iv) regulations and directives of the environmental protection agencies of the City, the State and the United States applicable to Sewage disposal as are in force in the City.
- I. The Village agrees to keep the Village's Sewer System of similar efficiency as and operational with the City's Sewer System. The Village agrees that duly authorized engineers and inspectors of the City, in collaboration with representatives of the Village, shall be allowed to make inspections and tests upon due notice to the Village to determine whether the Village's Sewer System is operating properly and complies with all State and Federal laws and regulations, City ordinances and other rules and regulations set forth in Sections 4.H and 4.G. If as a result of any such inspection or test, the City shall determine that the Village's Sewer System, a portion thereof or any facility thereof is out of compliance with any such law, rule, regulation or ordinance (each a "Noncompliance Event"), the City shall give the Village notice thereof. Such notice shall specify (i) what portion or facility of the Village's Sewer System is out of compliance, (ii) what Alteration the City deems necessary to bring the Village's Sewer System in compliance with such laws and regulations, and (iii) a reasonable time to complete the requested Alteration. Thereafter, the Village shall have a reasonable time within which to make such Alteration.

The Commissioner shall determine what shall be a reasonable time for the Village to make such Alteration with regard to the following: (i) the nature and extent of the Noncompliance Event; (ii) the effect, if any, of the Noncompliance Event upon the operation or efficiency of the City's Sewer System; and (iii) the difficulty, time and cost of bringing the Village's Sewer System into compliance. The failure, neglect or refusal of the Village to make said repairs, installations or changes as required by this Section 4.I upon notice in writing so to do from the Commissioner within the time periods specified shall furnish sufficient grounds for the City to interrupt, limit or terminate Sewage Discharge Services through the Direct Connections.

- J. If the Village desires to make any Alterations, all drawings, plans and specifications for such Alterations, which shall be prepared by a professional engineer licensed to practice in the State of Illinois and shall include profiles showing United States Geological Survey elevations and the location of each affected Connection, must be submitted to the Commissioner and approved by the Commissioner prior to the start of any construction, installation or change. All equipment installed or used in connection with the Alteration shall comply with all applicable laws and regulations and shall be of a manufacture and type meeting City standards for comparable equipment as adopted by the City by ordinance, as set forth in the Municipal Code, or as set forth in regulations issued by the Department consistent with standards adopted by A.S.T.M., A.W.W.A. or other broadly recognized standards for sewer equipment. All Alteration work shall be performed by a qualified sewer contractor licensed and bonded in the State of Illinois. The Village shall not make or allow any additional Indirect Connections other than those shown on (Sub)Exhibit A, without the approval of the Commissioner. If an Alteration adds an Indirect Connection or changes the location or size of Indirect Connections and such Alteration is approved by the Commissioner pursuant to authority granted under the Chicago Municipal Code or the City's Authorizing Ordinance, the Parties may amend (Sub)Exhibit A to reflect the change in the number or size of Indirect Connections. Amendments pursuant to this Section 4.J shall be effective and binding on the City and the Village on the date set forth in the applicable amendment without the need for further action by the City Council or the governing body of the Village.

Section 5.

Emergency.

- A. The Village shall not permit any Sewage discharge through a Connection furnished hereunder by any party outside the municipal boundaries of the

Village, except that it may allow such use in an emergency to other users if it provides notice to the Commissioner within one (1) Business Day of such emergency discharge.

- B. The Parties agree to notify one another as promptly as possible of all emergency and other conditions which may directly or indirectly affect the Connections, the Village's Sewer System or the City's Sewer System, or which may affect the quality of sewer services in either Party's Sewer System.
- C. The Village shall allow duly authorized engineers and inspectors of the City to make inspections of any condition identified under Section 5.B hereof. This inspection shall include any tests required at the City's discretion.

Section 6.

Remedies.

- A. If the Village fails to comply with or perform any of the conditions or obligations on its part which may materially affect the health and safety of the residents of the City of Chicago or the integrity of the City's Sewer System, and if after such failure the City shall notify the Village in writing of its intention to terminate, limit or interrupt Sewage Discharge Services (the "Emergency Notice") on account of such failure, refusal or neglect, then the City shall have a right to terminate, limit or interrupt Sewage Discharge Service at the expiration of ten (10) days after the giving of such notice and to terminate this Agreement unless within this ten (10) day period the Village makes repairs or performs the conditions or obligations requested by the Commissioner. At the written request of the Village delivered to the City no less than three (3) Business Days prior to the expiration of the ten (10) day period as set forth in the notice issued by the City under this Section 6A, the Commissioner or a designee of the Commissioner shall meet with Village representatives to provide the Village an opportunity to contest the grounds for termination, interruption or limitation of the Sewer Discharge Service. Nothing in this Section 6.A shall limit the right of the City to reduce or limit Sewage Discharge Service under the provisions of Section 2 of this Agreement.
- B. If the Village fails to comply with or perform any of the conditions or obligations on its part which do not materially affect the health and safety of the residents of the City of Chicago or the integrity of the City's Sewer System, and if after such failure the City shall notify the Village in writing

of its intention to terminate, limit or interrupt Sewage Discharge Service on account of such failure, refusal or neglect, then the City shall have a right to terminate, limit or interrupt Sewage Discharge Service at the expiration of ninety (90) days after the giving of such notice and to terminate this Agreement unless within this ninety (90) day period the Village makes repairs or performs the conditions or obligations requested by the Commissioner. At the written request of the Village delivered to the City no less than ten (10) Business Days after receipt of the City's notice issued under this Section 6.B, the Commissioner or a designee of the Commissioner shall meet with Village representatives to provide the Village an opportunity to contest the grounds for termination, interruption or limitation of the Sewer Discharge Service. Nothing in this Section 6.B shall reduce the grace periods and provisions specified in Section 4.I of this Agreement.

- C. The limitation, termination or interruption of Sewage Discharge Services and/or the disconnection of a Connection under Section 6.A or 6.B shall not release the Village from its obligation to make payments on past due services rendered under this Agreement. The City reserves the right to initiate actions to recover charges as permitted by 65 ILCS 5/11-141-7.
- D. An accrued past due sewer service liability in excess of Ten Thousand Dollars (\$10,000) may subject the Owner or the Nonresident User of the subject Premises to an additional penalty, to be imposed in a separate hearing, in an amount not less than Fifty Dollars (\$50) and not more than Five Hundred Dollars (\$500) for the delinquency. Each day that a past due service liability exceeds Ten Thousand Dollars (\$10,000) shall constitute a separate delinquency. In determining whether to impose this additional penalty, the hearing officer may consider all reasons for the failure to make timely payment. The amount of this additional penalty does not include the delinquent amount owed for sewer service and any applicable late payment penalties, nor does it affect any other remedies of the City pursuant to the provisions of the Municipal Code, including right to a lien on the subject Premises.
- E. Charges for sewer service hereunder shall be a lien upon the Premises served pursuant to the law thereto pertaining. When such charges have been delinquent for a period of sixty (60) days, the superintendent of water collections shall cause a statement of lien to be recorded against the Premises served and delinquent in the form and manner provided by law. The failure to record such a lien or to mail notice thereof shall not affect the right of the City to foreclose or adjudicate such lien, by an equitable action in accordance with the statutory requirements therefor and in the same manner as provided for water service in Section 11-12-490 et seq., of the Municipal Code. The superintendent of water collections shall execute releases of such liens on behalf of the City upon receipt of payment thereof.

Section 7.

Indemnity.

- A. The Village agrees to indemnify the City, its officials, agents and employees (collectively, the "Indemnitees") against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including reasonable attorneys' and expert witnesses' fees and court costs for such Indemnitees in connection with any investigative, administrative or judicial proceeding before an agency or court of competent jurisdiction, whether or not such Indemnitees shall be designated as parties thereto) (each a "Loss" and collectively the "Losses") that may be imposed on, suffered, incurred by or asserted against the Indemnitees in any manner relating or arising out of:
- (i) the Village's failure to comply with any of the terms, covenants and conditions contained within this Agreement; or
 - (ii) the existence of any material misrepresentation or omission in this Agreement, or any other document related to this Agreement that is the result of information supplied or omitted by the Village or any agents, employees, contractors or persons acting under the control or at the request of the Village; or
 - (iii) the Village's failure to cure any misrepresentation in this Agreement;

provided, however, that the Village shall have no obligation to an Indemnitee arising from any wrongful act of the Indemnitee. The provisions of the undertakings and indemnification set out in this Section 7 shall survive the termination of this Agreement.

- B. To the extent permissible by law, the Village waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due under any Losses, including any claim by any employee of the Village that may be subject to the Workers' Compensation Act, 820 ILCS 305/1 et seq. or any other related law or judicial decision (such as, *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991)). The City, however, does not waive any limitations it may have on its liability under the Illinois Workers' Compensation Act, the Illinois Pension Code, any other statute or judicial decision.

- C. If a Connection is lawfully disconnected by the City, the Village hereby releases and forever discharges the City from any loss it may sustain or claim to sustain by reason of such service being disconnected.

Section 8.

No Personal Liability.

No elected or appointed official or member or employee or agent of the City or the Village shall be individually or personally liable in connection with this Agreement.

Section 9.

Term.

Subject to the survival and early termination provisions herein, this Agreement shall be in force and effect for a period starting on the Closing Date and ending on, _____, 2016; provided, however, that the City and the Village may agree to renew this Agreement (without the need for further action by the City Council or the governing body of the Village) for three (3) successive ten (10) year terms, not to exceed in the aggregate forty (40) years from _____, 2006. If either Party shall desire to renew this Agreement, such Party shall provide written notice thereof to the other Party by June 1st of the year on which said ten (10) year term expires. This Agreement shall be a continuing valid and binding obligation of the Village as hereinafter provided for the term and each separate renewal term thereof (each such renewal term to be treated as the term of a new agreement).

Section 10.

General Provisions.

- A. **Assignment.** This Agreement, or any portion thereof, shall not be assigned by either Party without the express prior written consent of the other.
- B. **Authority.** Execution of this Agreement by the City and the Village is authorized by the Authorizing Ordinances. The parties represent and warrant to each other that they have the authority to enter into this Agreement and perform their obligations hereunder.

- C. **Compliance With Laws.** The parties agree to comply with all federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders relating to this Agreement.
- D. **Construction Of Words.** As used in this Agreement, the singular of any word shall include the plural, and vice versa. Masculine, feminine and neuter pronouns shall be fully interchangeable, where the context so requires.
- E. **Counterparts.** This Agreement may be executed in counterparts and by different parties in separate counterparts, with the same effect as if all parties had signed the same document. All such counterparts shall be deemed an original, shall be construed together and shall constitute one and the same instrument.
- F. **Exhibits.** Any exhibits to this Agreement will be construed to be an integral part of this Agreement to the same extent as if the same had been set forth verbatim herein.
- G. **Further Assurances.** The parties shall perform such acts, execute and deliver such instruments and documents, and do all such other things as may be reasonably necessary to accomplish the transactions contemplated in this Agreement.
- H. **Governing Law.** This Agreement will be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to the principles of conflicts of law thereof.
- I. **Integration.** This Agreement contains the entire agreement between the parties.
- J. **Modification.** No officer, official or agent of either Party has the power to amend, modify or alter this Agreement or waive any of its conditions so as to bind that Party by making any promise or representation not contained herein, provided however, that (i) the Parties may modify (Sub)Exhibit A according to the procedures described in Section 4.F hereof, (ii) upon a request by the Village, the Commissioner has the right to approve modifications to (Sub)Exhibit A and the information referenced therein pertaining to Indirect Connections according to the procedures described in Section 4.J hereof, (iii) the Commissioner may modify and amend (Sub)Exhibit B and the information referenced therein according to the procedures described in Section 3.D hereof; (iv) the Parties may extend the term of this Agreement pursuant to Section 9 hereof; and (v) that all references in this Agreement to statutes, regulations, rules, executive orders, ordinances, resolutions or notices or circulars issued by any governmental body shall be deemed to include any and all amendments,

supplements and restatements from time to time to or of such statutes, regulations, rules, executive orders, ordinances, resolutions, notices and circulars.

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

If To The City:

Commissioner
Department of Water Management
of the City of Chicago
Jardine Water Purification Plant 1000
East Ohio Street
Chicago, Illinois 60611
Phone: (Omitted for printing purposes)

with a copy to:

City of Chicago
Department of Law
121 North LaSalle Street, Room 600
Chicago, Illinois 60602
Attention: Finance and Economic
Development Division

In An Emergency:

Commissioner

By Telephone:

Department of Water Management
City of Chicago
Telephone: (Omitted for printing
purposes)
Weekdays from 8:30 A.M. to 4:30 P.M.
Telephone: (Omitted for printing
purposes)
Weekdays from 4:30 P.M. to 8:30 A.M.
and weekends and holidays

If To The Village:

Village of Harwood Heights
7343 West Lawrence Avenue
Harwood Heights, Illinois 60706
Telephone: (Omitted for printing
purposes)
Fax: (Omitted for printing purposes)

In An Emergency:

Village of Harwood Heights
Attention: Village President
7343 West Lawrence Avenue
Harwood Heights, Illinois 60706

Such addresses may be changed by notice to the other Party given in the same manner as provided above. Any notice, demand or request sent pursuant to clause (a) hereof shall be deemed received upon such personal service or upon dispatch by electronic means. Any notice, demand or request sent pursuant to clause (b) hereof shall be deemed received on the day immediately following deposit with the overnight courier and, if sent pursuant to clause (c) hereof shall be deemed received two (2) days following deposit in the mail.

The Village shall notify the City in writing and keep the City informed of the responsible individual in charge of operations of the Village's Sewer System.

- L. No Severability. This Agreement shall be subject to cancellation in the event a court of competent jurisdiction restricts or limits, directly or indirectly, any of the City's or the Village's rights to contract for the provision of sewer services.
- M. No Third Party Beneficiaries. This Agreement shall not run to the benefit of, or be enforceable by, any person or entity other than the City and the Village. This Agreement should not be deemed to confer upon third parties any remedy, claim, right of reimbursement or other right. Nothing contained in this Agreement, nor any act of the City or the Village, shall be deemed or construed by any of the parties hereto or by third persons to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the City or the Village.
- N. Titles And Headings. Titles and headings to sections herein are inserted for the convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.
- O. Time. Time is of the essence in the performance of this Agreement.

In Witness Whereof, The City has caused this Agreement to be signed in sextuplicate originals (each executed copy constituting an original) by its Mayor and duly attested by its Deputy City Clerk, and the Village has caused the same to be signed in sextuplicate originals (each executed copy constituting an original) by its President and its Corporate Seal to be hereto affixed, duly attested by its Village Clerk, all as of the date first above written.

City of Chicago, Illinois

By: _____
Mayor

Attest:

By: _____
Deputy City Clerk

Approved:

By: _____
_____,
Commissioner,
Department of Water Management

Approved as to Form and Legality:

By: _____
Assistant Corporation Counsel

Village of Harwood Heights, Illinois

By: _____
President

Attest:

By: _____ [Seal]
Village Clerk

(Sub)Exhibits "A" and "B" referred to in this Sewer Service Agreement with Village of Harwood Heights reads as follows:

(Sub)Exhibit "A".
(To Sewer Service Agreement With
Village Of Harwood Heights)

Village Of Harwood Heights, Illinois

Authorized Connections.

Total Number of Indirect Connections:	1,156 indirect connections
Size:	6 inches
Number:	1156
Monthly Charge per Connection:	\$ 10.65
Quarterly Charge:	\$ 36,934.20
Total Annual Charge:	\$147,736.80

Itemized list of Indirect Connections: Attached.

[Itemized List of Indirect Connections referred
to in these Authorized Connections
unavailable at time of printing.]

(Sub)Exhibit "B".
(To Sewer Service Agreement With
Village Of Harwood Heights)

*Rate Schedule For
Sewage Discharge Service For Nonresident Users.*

Adopted By The City Council On December 15, 2004

Monthly Charges.

Size Of Connection	Monthly Rate
6 inches or less	\$ 10.65

Size Of Connection	Monthly Rate
8 inches	\$ 39.86
10 inches	\$ 62.00
12 inches	\$ 88.57
15 inches	\$ 139.50
18 inches	\$ 199.28
21 inches	\$ 272.36
24 inches	\$ 354.29
27 inches	\$ 449.50
30 inches	\$ 553.57
33 inches	\$ 670.93
36 inches	\$ 797.15
42 inches	\$1,085.00
48 inches	\$1,417.15
54 inches	\$1,793.58
60 inches	\$2,214.29
66 inches	\$2,679.30
72 inches	\$3,188.58

AUTHORIZATION FOR ISSUANCE OF FREE PERMITS, LICENSE
FEE EXEMPTIONS AND WAIVER OF FEES FOR
CERTAIN CHARITABLE, EDUCATIONAL
AND RELIGIOUS INSTITUTIONS.

The Committee on Finance submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Finance, to which had been referred September 13, 2006, sundry proposed ordinances and orders transmitted therewith to authorize the issuance of free permits, license fee exemptions and waiver of fees for certain charitable, educational and religious institutions, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances and and orders transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 47.

Nays -- None.

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

The following are said ordinances and orders as passed (the italic heading in each case not being a part of the ordinance or order):

FREE PERMITS.

Cathedral Counseling Center.

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

SECTION 1. That the Commissioner of Buildings, the Executive Director of

Construction and Permits, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water Management, the Commissioner of Fire and the Director of Revenue are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City Council to the contrary, to Cathedral Counseling Center, 671 North Wabash Avenue, for interior work for office spaces on the third floor at the new location, 111 North Wabash Avenue, Unit 301, at the premises known as 671 North Wabash Avenue.

Said building shall be used exclusively for not-for-profit and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Christopher House.

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

SECTION 1. That the Commissioner of Buildings, the Executive Director of Construction and Permits, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Environment, the Commissioner of Fire, the Director of Revenue and the Commissioner of the Department of Water Management are hereby authorized and directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Christopher House, 2507 North Greenview Avenue, for the demolition, construction and maintenance of the premises known as 2450 North Sawyer Avenue.

Said building(s) shall be used for not-for-profit and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Greater Canaan Church.

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Fire, the Commissioner of Sewers, the Commissioner of Water and the Director of Revenue are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees, all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Greater Canaan Church, 35 West 119th Street, for the construction of an addition one story office building structure on the premises known as 36 West 119th Street.

Said building shall be used exclusively for not-for-profit and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Greater Open Door Missionary Baptist Church.

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water and the Commissioner of Fire are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Greater Open Door Missionary Baptist Church for new construction on the premises known as 1301 -- 1305 South Sawyer Avenue.

Said building(s) and all appurtenances thereto shall be used exclusively for charitable purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all necessary permits.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Jewish Federation Of Metropolitan Chicago.
(Bernard Horwich Jewish Community Center)

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

SECTION 1. That the Commissioner of Buildings, the Executive Director of Construction and Permits, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Water Management, the Commissioner of Fire and the Director of Revenue are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Jewish Federation of Metropolitan Chicago and/or its agent for renovations of thirty-two thousand (32,000) (approximate) square feet of office space, at the premises known as Bernard Horwich Jewish Community Center, 3003 West Touhy Avenue.

Said building shall be used exclusively for not-for-profit and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from September 15, 2006 until September 16, 2007.

Jewish Federation Of Metropolitan Chicago.
(Virginia Frank Child Development Center)

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

SECTION 1. That the Commissioner of Buildings, the Executive Director of Construction and Permits, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Water Management, the Commissioner of Fire and the Director of Revenue are hereby directed to issue all

necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Jewish Federation of Metropolitan Chicago and/or its agent for security improvements at the premises known as Virginia Frank Child Development Center, 3003 West Touhy Avenue.

Said building shall be used exclusively for not-for-profit and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from September 15, 2006 until September 16, 2007.

*Lubavich Chabad Of The Loop, Goldcoast And Lincoln Park
And The Center For Jewish Life.*

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

SECTION 1. That the Commissioner of Buildings, the Executive Director of Construction and Permits, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water Management, the Commissioner of Fire and the Director of Revenue are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City Council to the contrary, to Lubavich Chabad of the Loop, Goldcoast and Lincoln Park and The Center For Jewish Life for a Menorah display at Daley Plaza. The installation is scheduled for December 14, 2006, removal on or about December 25, 2006, at the southeast corner of Dearborn Street and Washington Street on the premises known as Daley Plaza, 50 West Washington Street for the installation and removal of the Menorah display.

Said building shall be used exclusively for not-for-profit and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Midwest Bible Church Of Chicago.

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

SECTION 1. That the Commissioner of Buildings, the Executive Director of Construction and Permits, the Director of Business Affairs and Licensing, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Environment, the Commissioner of Fire, the Director of Revenue and the Commissioner of Water Management are hereby authorized and directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Midwest Bible Church of Chicago, 3441 North Cicero Avenue, for installation of an eight (8) inch water main on the premises known as Cicero Avenue on the east side from Roscoe Street to the proposed service connection at 305 feet south of the south line of West Cornelia Avenue.

Said building(s) and all appurtenances thereto shall be used exclusively for charitable purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all necessary permits.

SECTION 2. Midwest Bible Church of Chicago shall be entitled to a refund of City fees, which it has paid and which it is exempt pursuant to Section 1 of this ordinance.

SECTION 3. This ordinance shall take effect and be in force from and after its passage.

NHS Redevelopment Corporation.

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of

Fire, the Commissioner of Sewers, the Commissioner of Water and the Director of Revenue are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to NHS Redevelopment Corporation, 11001 South Michigan Avenue for the construction of 6401 -- 6409 South Hamilton Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

UNO Charter School Network.

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

SECTION 1. That the Commissioner of Buildings, the Director of Construction and Permits, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Fire, the Commissioner of Water Management and the Director of Revenue are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to UNO Charter School Network, 954 West Washington Street, for renovation on the premises known as Saint Adalbert School, 1641 West 16th Street.

Said building shall be used exclusively for not-for-profit and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

7000 South Emerald Block Club.

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

SECTION 1. That the Commissioner of Construction and Permits is hereby directed to issue all necessary electrical permit fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to 7000 South Emerald Block Club.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

LICENSE FEE EXEMPTIONS.

Our Lady Of Victory Church.

Ordered, That the Director of the City Department of Revenue issue, free of charge, an annual Raffle License to Our Lady of Victory Church, 4434 North Laramie Avenue, for the period of February 15, 2007 through February 15, 2008.

Saint Constance Church.

Ordered, That the Director of the City Department of Revenue issue, free of charge, an annual Raffle License to Saint Constance Church, 5843 West Strong Street, for the period of February 15, 2007 through February 15, 2008.

Saint Edward Catholic Church.

Ordered, That the Director of the City Department of Revenue issue, free of charge, an annual Raffle License to Saint Edward Catholic Church, 4350 West Sunnyside Avenue, for the period of February 15, 2007 through February 15, 2008.

Saint Tarcissus Church.

Ordered, That the Director of the City Department of Revenue issue, free of charge, an annual Raffle License to Saint Tarcissus Church, 6020 West Ardmore Avenue, for the period of November 15, 2006 through November 15, 2007.

WAIVER OF FEE.

Portage Park School.

Ordered, That pursuant to Chapter 15-16-1160 of the Municipal Code of the City of Chicago, the Commissioner of the City Department of Fire and the Director of the City Department of Revenue are hereby authorized and directed to waive the annual fire pump flow test inspection fee for Portage Park School, located at 5330 West Berteau Avenue (8046776), for a period of one (1) year from December 2006 to December 2007.

EXEMPTION OF ASIAN HUMAN SERVICES FROM PAYMENT
OF CITY PERMIT, LICENSE AND INSPECTION FEES
FOR PERIOD ENDING OCTOBER 15, 2007.

The Committee on Finance submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman O'Connor (40th Ward) exempting Asian Human Services, 2501 West Peterson Avenue, from payment of all city permit, license and inspection fees for the period ending October 15, 2007, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water, the Commissioner of Fire and the Director of Revenue are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees and demolition fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Asian Human Services, a not-for-profit Illinois corporation, related to the erection and maintenance of the building and fuel storage facility at 2501 West Peterson Avenue.

Said building and all appurtenances thereto shall be used exclusively for charitable purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all permits and licenses.

SECTION 2. Asian Human Services, a not-for-profit Illinois corporation located at the above-captioned location, engaged in medical, educational and related activities, shall be exempt from the payment of city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. Asian Human Services shall be entitled to a refund of city fees that it has paid and from which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for a period of one (1) year from October 16, 2006 to October 15, 2007.

EXEMPTION OF THE BOYS & GIRLS CLUB FROM PAYMENT
OF CITY PERMIT, LICENSE AND INSPECTION FEES
FOR PERIOD ENDING NOVEMBER 15, 2007.

The Committee on Finance submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Haithcock (2nd Ward) exempting the Boys & Girls Club, 2950 West Washington Boulevard, from payment of all city permit, license and inspection fees for the period ending November 15, 2007, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Buildings, the Executive Director of Construction and Permits, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Director of Revenue, the Commissioner of Water Management and the Commissioner of Fire are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to The Boys & Girls Club, a not-for-profit Illinois corporation, related to the erection and maintenance of the building at 2950 West Washington Boulevard, First Floor Auditorium.

Said building and all appurtenances thereto shall be used exclusively for charitable purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all permits and licenses.

SECTION 2. The Boys & Girls Club, a not-for-profit Illinois corporation, also doing business engaged in cultural, educational and related activities, shall be exempt from the payment of city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. The Boys & Girls Club shall be entitled to a refund of city fees which it has paid and from which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for a period of one (1) year but in no event beyond November 15, 2007.

EXEMPTION OF CHICAGO HOUSE AND SOCIAL SERVICE AGENCY,
2544 WEST AUGUSTA BOULEVARD, FROM PAYMENT OF
CITY PERMIT, LICENSE AND INSPECTION FEES
FOR PERIOD ENDING SEPTEMBER 15, 2007.

The Committee on Finance submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman M. Smith for Alderman Flores (1st Ward) exempting the Chicago House and Social Service Agency, 2544 West Augusta Boulevard, from payment of all city permit, license and inspection fees for the period ending September 15, 2007, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Buildings, the Executive Director of Construction and Permits, the Commissioner of Transportation, the Commissioner

of Streets and Sanitation, the Commissioner of Environment, the Commissioner of Water Management, the Director of Revenue and the Commissioner of Fire are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to the Chicago House and Social Service Agency, 1925 North Clybourn Avenue, Unit 401, Chicago, Illinois 60614, a not-for-profit Illinois corporation, related to the erection and maintenance of building(s) and fuel storage facilities at 2544 West Augusta Boulevard.

Said building(s) and all appurtenances thereto shall be used exclusively for charitable purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all necessary permits and licenses.

SECTION 2. Chicago House and Social Service Agency, a not-for-profit Illinois corporation shall be exempt from the payment of city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. Chicago House and Social Service Agency shall be entitled to a refund of city fees which it has paid and from which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for a period of September 16, 2006 through September 15, 2007.

EXEMPTION OF CHICAGO HOUSE AND SOCIAL SERVICE AGENCY,
4631 AND 4635 NORTH BEACON STREET, FROM PAYMENT
OF CITY PERMIT, LICENSE AND INSPECTION FEES
FOR PERIOD ENDING SEPTEMBER 15, 2007.

The Committee on Finance submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Shiller (46th Ward) exempting the Chicago House and Social Service Agency, 4631 and 4635 North Beacon Street, from payment of all city permit, license and inspection fees for the period ending September 15, 2007, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance, transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schuler, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Buildings, the Executive Director of Construction and Permits, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Environment, the Commissioner of Water Management, the Director of Revenue and the Commissioner of Fire are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to the Chicago House and Social Service Agency, 1925 North Clybourn Avenue, Unit 401, Chicago, Illinois 60614, a not-for-profit

Illinois corporation, related to the erection and maintenance of building(s) and fuel storage facilities at 4631 and 4635 North Beacon Street (Fred Woods Home, Inc.).

Said building(s) and all appurtenances thereto shall be used exclusively for charitable purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all necessary permits and licenses.

SECTION 2. The Chicago House and Social Service Agency, a not-for-profit Illinois corporation, shall be exempt from the payment of city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. The Chicago House and Social Service Agency shall be entitled to a refund of city fees which it has paid and from which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for the period of September 16, 2006 through September 15, 2007.

EXEMPTION OF CHICAGO HOUSE AND SOCIAL SERVICE AGENCY,
1925 NORTH CLYBOURN AVENUE, FROM PAYMENT OF
CITY PERMIT, LICENSE AND INSPECTION FEES
FOR PERIOD ENDING SEPTEMBER 15, 2007.

The Committee on Finance submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Matlak (32nd Ward) exempting the Chicago House and Social Service Agency, 1925 North Clybourn Avenue, from payment of all city

permit, license and inspection fees for the period ending September 15, 2007, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schuler, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Buildings, the Executive Director of Construction and Permits, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Environment, the Commissioner of Water Management, the Director of Revenue and the Commissioner of Fire are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to the Chicago House and Social Service Agency, 1925 North Clybourn Avenue, Unit 401, Chicago, Illinois 60614, a not-for-profit Illinois corporation, related to the erection and maintenance of building(s) and fuel storage facilities at 1925 North Clybourn Avenue, Unit 401.

Said building(s) and all appurtenances thereto shall be used exclusively for charitable purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all permits and licenses.

SECTION 2. The Chicago House and Social Service Agency, a not-for-profit Illinois corporation, shall be exempt from the payment of city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. The Chicago House and Social Service Agency shall be entitled to a refund of city fees which it has paid and from which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for the period of September 16, 2006 through September 15, 2007.

EXEMPTION OF CHICAGO HOUSE AND SOCIAL SERVICE AGENCY,
VARIOUS LOCATIONS, FROM PAYMENT OF CITY PERMIT,
LICENSE AND INSPECTION FEES FOR PERIOD
ENDING SEPTEMBER 15, 2007.

The Committee on Finance submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman M. Smith (48th Ward) exempting the Chicago House and Social Service Agency, various locations, from payment of all city permit, license and inspection fees for the period ending September 15, 2007, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schuler, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Buildings, the Executive Director of Construction and Permits, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Environment, the Commissioner of Water Management, the Director of Revenue and the Commissioner of Fire are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to the Chicago House and Social Service Agency, 1925 North Clybourn Avenue, Unit 401, Chicago, Illinois 60614, a not-for-profit Illinois corporation, related to the erection and maintenance of building(s) and fuel storage facilities at 1230 North Argyle Street, 5036 North Kenmore Avenue and 6027 North Kenmore Avenue.

Said building(s) and all appurtenances thereto shall be used exclusively for charitable purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted and all of

the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all necessary permits and licenses.

SECTION 2. The Chicago House and Social Service Agency, a not-for-profit Illinois corporation, shall be exempt from the payment of city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. The Chicago House and Social Service Agency shall be entitled to a refund of city fees which it has paid and from which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for the period of September 16, 2006 through September 15, 2007.

EXEMPTION OF COVENANT HOME OF CHICAGO FROM PAYMENT
OF CITY PERMIT, LICENSE AND INSPECTION FEES
FOR PERIOD ENDING NOVEMBER 16, 2007.

The Committee on Finance submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman O'Connor (40th Ward) exempting Covenant Home of Chicago, 2720 West Foster Avenue, from payment of all city permit, license and inspection fees for the period ending November 16, 2007, having had the same under advisement, begs leave to report and recommend that Your Honorable Body Pass the proposed ordinance, transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schuler, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water, the Commissioner of Fire and the Director of Revenue are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, demolition fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Covenant Home of Chicago, a not-for-profit Illinois corporation, related to the erection and maintenance of the building and fuel storage facility at 2720 West Foster Avenue.

Said building and all appurtenances thereto shall be used exclusively for charitable purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and

departmental requirements of various departments of the City of Chicago, and said building and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all permits and licenses.

SECTION 2. Covenant Home of Chicago, a not-for-profit Illinois corporation located at the above mentioned location, engaged in medical, educational and related activities, shall be exempt from the payment of city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. Covenant Home of Chicago shall be entitled to a refund of city fees that it has paid and from which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for a period of one (1) year from November 15, 2006 to November 16, 2007.

EXEMPTION OF FRIEDMAN PLACE FROM PAYMENT OF
CITY PERMIT, LICENSE AND INSPECTION FEES
FOR PERIOD ENDING NOVEMBER 16, 2007.

The Committee on Finance submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman O'Connor (40th Ward) exempting Friedman Place, 5527 North Maplewood Avenue, from payment of all city permit, license and inspection fees for the period ending November 16, 2007, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water, the Commissioner of Fire and the Director of Revenue are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees, all water/sewer plan review fees and demolition fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Friedman Place, a not-for-profit Illinois corporation, related to the erection and maintenance of the building and fuel storage facility at 5527 North Maplewood Avenue.

Said building and all appurtenances thereto shall be used exclusively for charitable purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago and said building and all appurtenances thereto shall be constructed and maintained so

that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City for the issuance of all permits and licenses.

SECTION 2. Friedman Place, a not-for-profit Illinois corporation located at the above mentioned location, engaged in medical, educational and related activities, shall be exempt from the payment of city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. Friedman Place shall be entitled to a refund of city fees that it has paid and from which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for a period of one (1) year from November 15, 2006 to November 16, 2007.

EXEMPTION OF FUTURE WORLD FROM PAYMENT OF CITY
PERMIT, LICENSE AND INSPECTION FEES FOR
PERIOD ENDING AUGUST 15, 2007.

The Committee on Finance submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Hairston (5th Ward) exempting Future World, 1744 East 55th Street, from payment of all city permit, license and inspection fees for the period ending August 15, 2007, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water and the Commissioner of Fire are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Future World, a not-for-profit Illinois corporation, related to the erection and maintenance of building(s) located at 1744 East 55th Street.

Said building(s) and all appurtenances thereto shall be used exclusively for charitable purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all necessary permits and licenses.

SECTION 2. Future World, a not-for-profit Illinois corporation located at 1744 East 55th Street, engaged in medical, educational and related activities, shall be exempt from the payment of city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. Future World shall be entitled to a refund of city fees which it has paid and from which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for a period of one (1) year during the period between August 16, 2006 and August 15, 2007.

EXEMPTION OF HAROLD WASHINGTON LIBRARY CENTER
FROM PAYMENT OF CITY PERMIT, LICENSE AND
INSPECTION FEES FOR PERIOD ENDING
NOVEMBER 15, 2007.

The Committee on Finance submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Haithcock (2nd Ward) exempting Harold Washington Library Center, 400 South State Street, from payment of all city permit, license and inspection fees for the period ending November 15, 2007, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schuller, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Buildings, the Executive Director of Construction and Permits, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Director of Revenue, the Commissioner of Water Management and the Commissioner of Fire are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Harold Washington Library Center, a not-for-profit Illinois corporation, related to the erection and maintenance of the building facilities at 400 South State Street.

Said building and all appurtenances thereto shall be used exclusively for not-for-profit and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all permits and licenses.

SECTION 2. The Harold Washington Library Center, a not-for-profit Illinois corporation, also doing business engaged in cultural, educational and related activities, shall be exempt from the payment of city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. The Harold Washington Library Center shall be entitled to a refund of city fees which it has paid and from which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for a period of one (1) year but in no event beyond November 15, 2007.

EXEMPTION OF THE INNER VOICE, INC. FROM PAYMENT
OF CITY PERMIT, LICENSE AND INSPECTION FEES
FOR PERIOD ENDING NOVEMBER 15, 2007.

The Committee on Finance submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Haithcock (2nd Ward) exempting The Inner Voice, Inc., 2425 West Jackson Boulevard, from payment of all city permit, license and inspection fees for the period ending November 15, 2007, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Buildings, the Executive Director of Construction and Permits, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Director of Revenue, the Commissioner of Water

Management and the Commissioner of Fire are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to The Inner Voice, Inc., a not-for-profit Illinois corporation, related to the erection and maintenance of the building at 2425 West Jackson Boulevard.

Said building and all appurtenances thereto shall be used exclusively for not-for-profit and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all permits and licenses.

SECTION 2. The Inner Voice, Inc. a not-for-profit Illinois corporation, also doing business engaged in humanitarian, educational and related activities, shall be exempt from the payment of city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. The Inner Voice, Inc. shall be entitled to a refund of city fees which it has paid and from which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall take effect and be in force for a period of one (1) year but in no event beyond November 15, 2007.

EXEMPTION OF MC KINLEY DANFORTH HOUSE FROM PAYMENT
OF CITY PERMIT, LICENSE AND INSPECTION FEES
FOR PERIOD ENDING NOVEMBER 15, 2007.

The Committee on Finance submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Tillman (3rd Ward) exempting the McKinley Danforth House, 4540 South Michigan Avenue, from payment of all city permit, license and inspection fees for the period ending November 15, 2007, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schuller, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Buildings, the Executive Director of Construction and Permits, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Director of Revenue, the Commissioner of Water Management, the Commissioner of Environment and the Commissioner of Fire are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to McKinley Danforth House, a not-for-profit Illinois corporation, related to the erection and maintenance of building(s) and fuel storage facilities at 4540 South Michigan Avenue.

Said building(s) and all appurtenances thereto shall be used exclusively for charitable purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all permits and licenses.

SECTION 2. McKinley Danforth House, a not-for-profit Illinois corporation located at 4540 South Michigan Avenue, engaged in medical, education and related activities, shall be exempt from the payment of city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. McKinley Danforth House shall be entitled to a refund of city fees which it has paid and from which it is exempt pursuant to Sections 1 and 2 of the ordinance.

SECTION 4. This ordinance shall be in force for a period of one (1) year but in no event beyond November 15, 2007.

EXEMPTION OF MC KINLEY DAVIS HOUSE FROM PAYMENT
OF CITY PERMIT, LICENSE AND INSPECTION FEES
FOR PERIOD ENDING NOVEMBER 15, 2007.

The Committee on Finance submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Tillman (3rd Ward) exempting McKinley Davis House, 4237 South Indiana Avenue, from payment of all city permit, license and inspection fees for the period ending November 15, 2007, having had the same under advisement, begs leave to report and recommend that Your Honorable Body Pass the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Buildings, the Executive Director of Construction and Permits, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Director of Revenue, the Commissioner of Water Management and the Commissioner of Fire and are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to McKinley Davis House, a not-for-profit Illinois corporation, related to the erection and maintenance of building(s) and fuel storage facilities at 4237 South Indiana Avenue.

Said building(s) and all appurtenances thereto shall be used exclusively for charitable purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and

departmental requirements of various departments of the City of Chicago, and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all permits and licenses.

SECTION 2. McKinley Davis House, a not-for-profit Illinois corporation located at 4237 South Indiana Avenue, engaged in medical, educational and related activities, shall be exempt from the payment of city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. McKinley Davis House shall be entitled to a refund of city fees which it has paid and from which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for a period of one (1) year but in no event beyond November 15, 2007.

EXEMPTION OF MC KINLEY HAMMOND HOUSE FROM PAYMENT
OF CITY PERMIT, LICENSE AND INSPECTION FEES
FOR PERIOD ENDING DECEMBER 31, 2007.

The Committee on Finance submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman L. Thomas (17th Ward) exempting McKinley Hammond House, 6701 South Morgan Street, from payment of all city permit, license and inspection fees for the period ending December 31, 2007, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Water Management, the Commissioner of Fire and the Zoning Administrator are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to McKinley Hammond House, a not-for-profit Illinois corporation, related to the repair and/or maintenance of a building and appurtenances located in Chicago, Illinois as listed below.

The work shall be done in accordance with and/or permits/all applicable requirements submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago.

SECTION 2. McKinley Hammond House, a not-for-profit Illinois corporation located at 6701 South Morgan Street, engaged in medical, educational and related activities, shall be exempt from the payment of city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. McKinley Hammond House shall be entitled to a refund of city fees which it has paid and from which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for a period of one (1) year but in no event beyond December 31, 2007.

EXEMPTION OF MC KINLEY KNIGHT HOUSE FROM PAYMENT
OF CITY PERMIT, LICENSE AND INSPECTION FEES
FOR PERIOD ENDING NOVEMBER 15, 2007.

The Committee on Finance submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Troutman (20th Ward) exempting McKinley Knight House, 6600 South Stewart Avenue, from payment of all city permit, license and inspection fees for the period ending November 15, 2007, having had the same under advisement, begs leave to report and recommend that Your Honorable Body Pass the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Buildings, the Executive Director of Construction and Permits, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Water Management, the Commissioner of Fire and the Director of Revenue are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to McKinley Knight House, a not-for-profit Illinois corporation, related to the erection and maintenance of building(s) and fuel storage facilities at 6600 South Stewart Avenue.

Said building(s) and all appurtenances thereto shall be used exclusively for charitable purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all permits and licenses.

SECTION 2. McKinley Knight House, a not-for-profit Illinois corporation located at 6600 South Stewart Avenue, engaged in medical, educational and related activities, shall be exempt from the payment of city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. McKinley Knight House shall be entitled to a refund of city fees which it has paid and from which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for a period of one (1) year but in no event beyond November 15, 2007.

EXEMPTION OF MC KINLEY MOORE HOUSE FROM PAYMENT
OF CITY PERMIT, LICENSE AND INSPECTION FEES
FOR PERIOD ENDING NOVEMBER 15, 2007.

The Committee on Finance submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Pope (10th Ward) exempting McKinley Moore House, 9135 South Brandon Avenue, from payment of all city permit, license and inspection fees for the period ending November 15, 2007, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Buildings, the Executive Director of Construction and Permits, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Director of Revenue, the Commissioner of Water Management and the Commissioner of Fire are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to McKinley Moore House, a not-for-profit Illinois corporation, related to the erection and maintenance of building(s) and fuel storage facilities at 9135 South Brandon Avenue.

Said building(s) and all appurtenances thereto shall be used exclusively for charitable purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all permits and licenses.

SECTION 2. McKinley Moore House, a not-for-profit Illinois corporation located at 9135 South Brandon Avenue, engaged in medical, educational and related activities, shall be exempt from the payment of city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. McKinley Moore House shall be entitled to a refund of city fees that it has paid and from which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for a period of one (1) year but in no event beyond November 15, 2007.

EXEMPTION OF MONTGOMERY PLACE FROM PAYMENT
OF CITY PERMIT, LICENSE AND INSPECTION FEES
FOR PERIOD ENDING AUGUST 15, 2007.

The Committee on Finance submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Hairston (5th Ward) exempting Montgomery Place, 5550 South South Shore Drive, from payment of all city permit, license and inspection fees for the period ending August 15, 2007, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water and the Commissioner of Fire are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Montgomery Place, a not-for-profit Illinois corporation, related to the erection and maintenance of building(s) located at 5550 South South Shore Drive.

Said building(s) and all appurtenances thereto shall be used exclusively for charitable purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all necessary permits and licenses.

SECTION 2. Montgomery Place, a not-for-profit Illinois corporation, located at 5550 South South Shore Drive, engaged in medical, educational and related activities, shall be exempt from the payment of city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. Montgomery Place shall be entitled to a refund of city fees which it has paid and from which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for a period of one (1) year during the period between August 16, 2006 and August 15, 2007.

EXEMPTION OF NORTHEASTERN ILLINOIS UNIVERSITY
FROM PAYMENT OF CITY PERMIT, LICENSE AND
INSPECTION FEES FOR PERIOD ENDING
JANUARY 1, 2007.

The Committee on Finance submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Laurino (39th Ward) exempting Northeastern Illinois University, 5500 North St. Louis Avenue, from payment of all city permit, license and inspection fees for the period ending January 1, 2007, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Buildings, the Executive Director of Construction and Permits, the Commissioner of Health, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of

Environment, the Commissioner of Fire, the Director of Revenue, the Zoning Administrator and the Commissioner of Water Management are hereby authorized and directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Northeastern Illinois University, a not-for-profit Illinois corporation, related to the erection and maintenance of building(s) and related parking areas located at 5550 North St. Louis Avenue.

Said building(s) and all appurtenances thereto shall be used exclusively for charitable purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all permits and licenses.

SECTION 2. Northeastern Illinois University, a not-for-profit Illinois corporation located at 5500 North St. Louis Avenue, also doing business engaged in community, educational and related activities, shall be exempt from the payment of city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. Northeastern Illinois University shall be entitled to a refund of city fees which it has paid and from which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for a period of one (1) year but in no event beyond January 1, 2007.

EXEMPTION OF NORWEGIAN AMERICAN HOSPITAL FROM
PAYMENT OF CITY PERMIT, LICENSE AND INSPECTION
FEES FOR PERIOD ENDING NOVEMBER 15, 2007.

The Committee on Finance submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Ocasio (26th Ward) exempting the Norwegian American Hospital, 1044 North Francisco Avenue, 1044 North Mozart Street and 1029 North Sacramento Avenue, from payment of all city permit, license and inspection fees for the period ending November 15, 2007, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Buildings, the Executive Director of the Department of Construction and Permits, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Director of Revenue, the Commissioner of Water Management, the Commissioner of Fire and the Zoning Commissioner are hereby authorized and directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, notwithstanding other ordinances of the City of Chicago to the contrary, to Norwegian American

Hospital, a not-for-profit Illinois corporation related to the erection and maintenance of buildings at 1044 North Francisco Avenue, 1044 North Mozart Street and 1029 North Sacramento Avenue.

Said building(s) and all appurtenances thereto shall be used exclusively for charitable purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all permits and licenses.

SECTION 2. Norwegian American Hospital, a not-for-profit Illinois corporation located at 1044 North Francisco Avenue, 1044 North Mozart Street and 1029 North Sacramento Avenue, engaged in medical, educational and related activities, shall be exempt from the payment of city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. Norwegian American Hospital shall be entitled to a refund of city fees which it has paid and from which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force hereinafter its passage and publication but in no event beyond November 15, 2007.

EXEMPTION OF OUR LADY OF RESURRECTION MEDICAL CENTER
FROM PAYMENT OF CITY PERMIT, LICENSE AND INSPECTION
FEES FOR PERIOD ENDING NOVEMBER 15, 2007.

The Committee on Finance submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Allen (38th Ward) exempting Our Lady of

Resurrection Medical Center, various locations, from payment of all city permit, license and inspection fees for the period ending November 15, 2007, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Buildings, the Executive Director of Construction and Permits, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Director of Revenue, the Commissioner of Water Management and the Commissioner of Fire are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Our Lady of Resurrection Medical Center, a not-for-profit Illinois corporation, related to the erection and maintenance of building(s) and fuel storage facilities at 5645 West Addison Street, 5623 West Addison Street, 5615 West Addison Street, 3520 North Central Avenue, 5635 West Addison Street, 5600 West

Addison Street, 6806 West Belmont Avenue, 5602 West Eddy Street, 4734 North Austin Avenue, 3210 North Oak Park Avenue, 5606 West Eddy Street, 5644 West Addison Street, 5614 West Eddy Street, 5632 West Addison Street and 3545 North Major Avenue.

Said building(s) and all appurtenance thereto shall be used exclusively for charitable purposes and shall not be leased or otherwise used with a view to profit and the work thereon shall be done in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and department requirements of various departments of the City of Chicago, and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall be comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all permits and licenses.

SECTION 2. Our Lady of Resurrection Medical Center, a not-for-profit Illinois corporation located at 5645 West Addison Street, 5623 West Addison Street, 5615 West Addison Street, 3520 North Central Avenue, 5635 West Addison Street, 5600 West Addison Street, 6806 West Belmont Avenue, 5602 West Eddy Street, 4734 North Austin Avenue, 3210 North Oak Park Avenue, 5606 West Eddy Street, 5644 West Addison Street, 5614 West Eddy Street, 5632 West Addison Street and 3545 North Major Avenue, engaged in medical, educational and related activities, shall be exempt from the payment of city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. Our Lady of the Resurrection Medical Center shall be entitled to a refund of city fees that it has paid and from which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for a period of one (1) year but in no event beyond November 15, 2007.

EXEMPTION OF ROGERS PARK MONTESSORI SCHOOL
FROM PAYMENT OF CITY PERMIT, LICENSE AND
INSPECTION FEES FOR PERIOD ENDING
NOVEMBER 30, 2007.

The Committee on Finance submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman O'Connor (40th Ward) exempting Rogers Park Montessori School, 1800 West Balmoral Avenue, from payment of all city permit, license and inspection fees for the period ending November 30, 2007, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schuler, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water, the Commissioner of Fire and the Director of Revenue are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees and demolition fees, free of

charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Rogers Park Montessori School, a not-for-profit Illinois corporation, related to the erection and maintenance of the building and fuel storage facility located at 1800 West Balmoral Avenue.

Said building(s) and all appurtenances thereto shall be used exclusively for charitable purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all permits and licenses.

SECTION 2. Rogers Park Montessori School, a not-for-profit Illinois corporation located at the above mentioned location, engaged in medical, educational and related activities, shall be exempt from the payment of city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. Rogers Park Montessori School shall be entitled to a refund of city fees which it has paid and from which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for a period of one (1) year from December 1, 2006 to November 30, 2007.

EXEMPTION OF RUSH UNIVERSITY MEDICAL CENTER
AND RUSH CHILDREN'S SERVICES, DOING BUSINESS
AS RUSH CHILDREN'S SERVICES, FROM PAYMENT
OF CITY PERMIT, LICENSE AND INSPECTION
FEES FOR PERIOD ENDING
NOVEMBER 15, 2007.

The Committee on Finance submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Haithcock (2nd Ward) exempting Rush University Medical Center and Rush Children's Services, doing business as Rush Children's Services, various locations, from payment of all city permit, license and inspection fees for the period ending November 15, 2007, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Buildings, the Executive Director of Construction and Permits, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Director of Revenue, the Commissioner of Water Management and the Commissioner of Fire are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Rush University Medical Center and Rush Children's Services

(doing business as Rush Children's Services), a not-for-profit Illinois corporation, related to the erection and maintenance of building(s) at various locations in Chicago, Illinois as set forth on Exhibit A attached hereto and made a part hereof.

Said building(s) and all appurtenances thereto shall be used exclusively for not-for-profit and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all permits and licenses.

SECTION 2. Rush University Medical Center and Rush Children's Services (doing business as Rush Children's Services), a not-for-profit Illinois corporation also doing business engaged in cultural, educational and related activities, shall be exempt from the payment of city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. Rush University Medical Center and Rush Children's Services (doing business as Rush Children's Services) shall be entitled to a refund of city fees which it has paid and from which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall take effect and be in force for a period of one (1) year but in no event beyond November 15, 2007.

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

Exhibit "A".

*Rush University Medical Center And Rush Children's Services
(Doing Business As Rush Children's Services).*

Atrium Building	1653 West Congress Parkway
Marshall Field IV Building	1720 West Harrison Street

Kellogg Pavilion	1717 West Congress Parkway
Pavilion Building	1733 West Congress Parkway
Jones Building	1753 West Congress Parkway
Murdock Building	517 South Wood Street
Annex Building	707 South Wood Street
Senn Building	1744 West Harrison Street
Rawson Building	1758 West Harrison Street
Johnson R. Bowman Building	700 South Paulina Street
Armor Academic Center	600 South Paulina Street
Jelke/Jelke Southcenter	1750 West Harrison Street
Professional Buildings I, II, III	1725 West Harrison Street
1700 West Van Buren Buildings A and B	1700 West Van Buren Street
Kidston House	630 South Hermitage Avenue
Laundry Building	4310 South Shields Avenue
Polk/Paulina Chiller Plant	738 South Paulina Street
Human Resources Building	729 South Paulina Street
Laurence Armor Day School	630 South Ashland Avenue
Parking Structure	1641 West Harrison Street
Rush Research Building	1735 West Harrison Street
Cohn Building	1743 West Harrison Street
Cancer Treatment Center	1650 West Harrison Street

EXEMPTION OF SAINT BERNARD HOSPITAL AND HEALTH
CENTER FROM PAYMENT OF CITY PERMIT, LICENSE
AND INSPECTION FEES FOR PERIOD
ENDING NOVEMBER 15, 2007.

The Committee on Finance submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Troutman (20th Ward) exempting Saint Bernard Hospital and Health Center, 326 West 64th Street, from payment of all city permit, license and inspection fees for the period ending November 15, 2007, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Buildings, the Executive Director of Construction and Permits, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Water Management, the Commissioner of Fire and the Director of Revenue are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Saint Bernard Hospital and Health Center, a not-for-profit Illinois corporation, related to the erection and maintenance of building(s) and fuel storage facilities at 326 West 64th Street.

Said building(s) and all appurtenances thereto shall be used exclusively for charitable purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all permits and licenses.

SECTION 2. Saint Bernard Hospital and Health Center, a not-for-profit Illinois corporation located at 326 West 64th Street, engaged in medical, educational and related activities, shall be exempt from the payment of city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. Saint Bernard Hospital and Health Center shall be entitled to a refund of city fees which it has paid and from which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for a period of one (1) year but in no event beyond November 15, 2007.

EXEMPTION OF SAINT ELIZABETH HOSPITAL FROM PAYMENT
OF CITY PERMIT, LICENSE AND INSPECTION FEES
FOR PERIOD ENDING NOVEMBER 15, 2007.

The Committee on Finance submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Matlak for Alderman Flores (1st Ward) exempting Saint Elizabeth Hospital, 1431 North Claremont Avenue and 1431 North Western Avenue, from payment of all city permit, license and inspection fees for the period ending November 15, 2007, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Buildings, the Executive Director of Construction and Permits, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Director of Revenue, the Commissioner of Fire and the Commissioner of Water Management, are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Saint Elizabeth Hospital, a not-for-profit Illinois corporation, related to the erection and maintenance of building(s) and fuel storage facilities at 1431 North Claremont Avenue and 1431 North Western Avenue.

Said building(s) and all appurtenances thereto shall be used exclusively for charitable purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all permits and licenses.

SECTION 2. Saint Elizabeth Hospital, a not-for-profit Illinois corporation located at 1431 North Claremont Avenue and 1431 North Western Avenue, engaged in medical, educational and related activities, shall be exempt from the payment of city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. Saint Elizabeth Hospital shall be entitled to a refund of city fees which it has paid and from which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall take effect and be in force from and after its passage for a period of one (1) year but in no event beyond November 15, 2007.

EXEMPTION OF SAINT MARY OF NAZARETH HOSPITAL CENTER
FROM PAYMENT OF CITY PERMIT, LICENSE
AND INSPECTION FEES FOR PERIOD
ENDING NOVEMBER 15, 2007.

The Committee on Finance submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Matlak (32nd Ward) exempting Saint Mary of Nazareth Hospital Center, various locations, from payment of all city permit, license and inspection fees for the period ending November 15, 2007, having had the same under advisement, begs leave to report and recommend that Your Honorable Body Pass the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schuller, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water and the Commissioner of Fire are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Saint Mary of Nazareth Hospital Center,

a not-for-profit Illinois corporation, related to the erection and maintenance of buildings and fuel storage facilities at 2222 West Division Street, 2233 West Division Street, 2204 West Division Street, 2252 West Division Street, 1203 North Bell Avenue, 2202 West Division Street and 2201 West Division Street.

Said building(s) and all appurtenances thereto shall be used exclusively for charitable purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all permits and licenses.

SECTION 2. Saint Mary of Nazareth Hospital Center, a not-for-profit Illinois corporation located at 2222 West Division Street, 2233 West Division Street, 2204 West Division Street, 2252 West Division Street, 1203 North Bell Avenue, 2202 West Division Street and 2201 West Division Street, engaged in medical, educational and related activities, shall be exempt from the payment of city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. Saint Mary of Nazareth Hospital Center shall be entitled to a refund of city fees that it has paid and from which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for a period of one (1) year but in no event beyond November 15, 2007.

EXEMPTION OF SISTER BONAVENTURE CHILDREN'S CENTER FROM
PAYMENT OF CITY PERMIT, LICENSE AND INSPECTION FEES
FOR PERIOD ENDING NOVEMBER 15, 2007.

The Committee on Finance submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Allen (38th Ward) exempting Sister Bonaventure Children's Center, 3522 North Central Avenue, from payment of all city permit, license and inspection fees for the period ending November 15, 2007, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schuler, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Buildings, the Executive Director of Construction and Permits, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Director of Revenue, the Commissioner of Water Management and the Commissioner of Fire are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Sister Bonaventure Children's Center, a not-for-profit Illinois corporation, related to the erection and maintenance of building(s) and fuel storage facilities at 3522 North Central Avenue, First Floor.

Said building(s) and all appurtenances thereto shall be used exclusively for charitable purposes and shall not be leased or otherwise used with a view to profit and the work thereon shall be done in accordance with plans submitted and all of the appropriate provisions of the Municipal code of the City of Chicago and departmental requirements of various departments of the City of Chicago and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all permits and licenses.

SECTION 2. Sister Bonaventure Children's Center, a not-for-profit Illinois corporation located at 3522 North Central Avenue, First Floor, engaged in medical, educational and related activities, shall be exempt from the payment of city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. Sister Bonaventure Children's Center shall be entitled to a refund of city fees that it has paid and from which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for a period of one (1) year but in no event beyond November 15, 2007.

EXEMPTION OF SWEDISH COVENANT HOSPITAL, 4753 NORTH
ELSTON AVENUE, FROM PAYMENT OF CITY PERMIT,
LICENSE AND INSPECTION FEES FOR PERIOD
ENDING NOVEMBER 15, 2007.

The Committee on Finance submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Laurino (39th Ward) exempting Swedish Covenant Hospital, 4753 North Elston Avenue, from payment of all city permit, license and inspection fees for the period ending November 15, 2007, having had the same

under advisement, begs leave to report and recommend that Your Honorable Body Pass the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Buildings, the Executive Director of Construction and Permits, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Water Management and the Commissioner of Fire are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Swedish Covenant Hospital, a not-for-profit Illinois corporation, related to the erection and maintenance of building(s) and fuel storage facilities at 4753 North Elston Avenue.

Said building(s) and all appurtenances thereto shall be used exclusively for charitable purposes and shall not be leased or otherwise used with a view to profit and the work thereon shall be done in accordance with plans submitted and all of

the appropriate provisions of the Municipal code of the City of Chicago and departmental requirements of various departments of the City of Chicago and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all permits and licenses.

SECTION 2. Swedish Covenant Hospital, a not-for-profit Illinois corporation located at 4753 North Elston Avenue, engaged in medical, educational and related activities, shall be exempt from the payment of city license fees and shall be entitled to the cancellation of warrants for collection of inspection fees.

SECTION 3. Swedish Covenant Hospital shall be entitled to a refund of city fees that it has paid and from which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for a period of one (1) year but in no event beyond November 15, 2007.

EXEMPTION OF SWEDISH COVENANT HOSPITAL, 3332 WEST
FOSTER AVENUE, FROM PAYMENT OF CITY PERMIT,
LICENSE AND INSPECTION FEES FOR PERIOD
ENDING NOVEMBER 15, 2007.

The Committee on Finance submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Laurino (39th Ward) exempting Swedish Covenant Hospital, 3332 West Foster Avenue, from payment of all city permit, license and inspection fees for the period ending November 15, 2007, having had the same under advisement, begs leave to report and recommend that Your Honorable Body Pass the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Buildings, the Executive Director of Construction and Permits, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Water Management and the Commissioner of Fire are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary to Swedish Covenant Hospital, a not-for-profit Illinois corporation, related to the erection and maintenance of building(s) and fuel storage facilities at 3332 West Foster Avenue.

Said building(s) and all appurtenances thereto shall be used exclusively for charitable purposes and shall not be leased or otherwise used with a view to profit and the work thereon shall be done in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and

departmental requirements of various departments of the City of Chicago and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all permits and licenses.

SECTION 2. Swedish Covenant Hospital, a not-for-profit Illinois corporation located at 3332 West Foster Avenue, engaged in medical, educational and related activities, shall be exempt from the payment of city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. Swedish Covenant Hospital shall be entitled to a refund of city fees that it has paid and from which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for a period of one (1) year but in no event beyond November 15, 2007.

EXEMPTION OF SWEDISH COVENANT HOSPITAL, 3434 WEST
PETERSON AVENUE, FROM PAYMENT OF CITY PERMIT,
LICENSE AND INSPECTION FEES FOR PERIOD
ENDING NOVEMBER 15, 2007.

The Committee on Finance submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Stone (50th Ward) exempting Swedish Covenant Hospital, 3434 West Peterson Avenue, from payment of all city permit, license and inspection fees for the period ending November 15, 2007, having had the same under advisement, begs leave to report and recommend that Your Honorable Body Pass the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Executive Director of Construction and Permits, the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Water Management, the Commissioner of Fire, the Director of Business Affairs and Licensing and the Director of Revenue are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Swedish Covenant Hospital, a not-for-profit Illinois corporation related to the erection and maintenance of building(s) and fuel storage facilities at 3434 West Peterson Avenue.

Said building(s) and all appurtenances thereto shall be used exclusively for charitable purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago, and

departmental requirements of various departments of the City of Chicago and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all necessary permits and licenses.

SECTION 2. Swedish Covenant Hospital, a not-for-profit Illinois corporation located at 3434 West Peterson Avenue, engaged in medical, educational and related activities, shall be exempt from the payment of city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. Swedish Covenant Hospital shall be entitled to a refund of city fees that it has paid and from which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for a period of one (1) year but in no event beyond November 15, 2007.

EXEMPTION OF SWEDISH COVENANT HOSPITAL CCC FROM
PAYMENT OF CITY PERMIT, LICENSE AND INSPECTION
FEES FOR PERIOD ENDING NOVEMBER 15, 2007.

The Committee on Finance submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman O'Connor (40th Ward) exempting Swedish Covenant Hospital CCC, various locations, from payment of all city permit, license and inspection fees for the period ending November 15, 2007, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schuler, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water, the Commissioner of Fire and the Director of Revenue are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees, all water/sewer plan review fees and demolition fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Swedish Covenant Hospital CCC, a not-for-profit Illinois corporation related to the erection and maintenance of buildings and fuel storage facilities at 5100 North California Avenue, 5101 North California Avenue, 5132 North California Avenue, 5140 North California Avenue, 5145 North California Avenue, 5146 North California Avenue, 5150 North California Avenue, 2739 -- 2749 West Foster Avenue, 2740 West Foster Avenue, 2745 West Foster Avenue, 2760 West Foster Avenue, 2762 West Foster Avenue, 2766 West Foster Avenue, 2801 West Foster Avenue, 2845 West Foster Avenue, 5145 North Francisco Avenue, 5157 North Francisco Avenue, 5131 North Lincoln Avenue, 2965 West Peterson Avenue, 5801 North Pulaski Road, 2739 West

Winona Street, 2749 -- 2753 West Winona Street, 2824 West Winona Street and 2828 West Winona Street.

Said building(s) and all appurtenances thereto shall be used exclusively for charitable purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all permits and licenses.

SECTION 2. Swedish Covenant Hospital CCC, a not-for-profit Illinois corporation located at the above mentioned locations, engaged in medical, educational and related activities, shall be exempt from the payment of city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. Swedish Covenant Hospital CCC shall be entitled to a refund of city fees that it has paid and from which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for the period of one (1) year from November 16, 2006 to November 15, 2007.

EXEMPTION OF THRESHOLDS FROM PAYMENT OF CITY PERMIT,
LICENSE AND INSPECTION FEES FOR PERIOD
ENDING AUGUST 15, 2007.

The Committee on Finance submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Schulter (47th Ward) exempting Thresholds, 4423 North Ravenswood Avenue, from payment of all city permit, license and inspection

fees for the period ending August 15, 2007, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of the Department of Construction and Permits, the Director of the Department of Business Affairs and Licensing, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of the Department of Water Management and the Commissioner of Fire, are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Thresholds, a not-for-profit Illinois corporation, for the erection and maintenance of building(s) and fuel storage facilities at 4423 North Ravenswood Avenue.

Said building(s) and all appurtenances thereto shall be used exclusively for charitable purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all permits and licenses.

SECTION 2. Thresholds, a not-for-profit Illinois corporation located at 4423 North Ravenswood Avenue, engaged in educational, social and related activities, shall be exempt from the payment of city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. Thresholds shall be entitled to a refund of city fees which it has paid and from which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for the period of one (1) year from August 15, 2006 and ending August 15, 2007.

EXEMPTION OF TRUC LAM BUDDHIST TEMPLE FROM PAYMENT
OF CITY PERMIT, LICENSE AND INSPECTION FEES FOR
PERIOD ENDING AUGUST 15, 2007.

The Committee on Finance submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Schulter (47th Ward) exempting Truc Lam Buddhist Temple, 1521 West Wilson Avenue, from payment of all city permit, license and inspection fees for the period ending August 15, 2007, having had the same under advisement, begs leave to report and recommend that Your Honorable Body Pass the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of the Department of Construction and Permits, the Director of Business Affairs and Licensing, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of the Department of Water Management and the Commissioner of Fire are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Truc Lam Buddhist Temple, a not-for-profit Illinois corporation, for the erection and maintenance of building(s) and fuel storage facilities at 1521 West Wilson Avenue.

Said building(s) and all appurtenances thereto shall be used exclusively for charitable purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said

building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all permits and licenses.

SECTION 2. Truc Lam Buddhist Temple, a not-for-profit Illinois corporation located at 1521 West Wilson Avenue, engaged in religious, educational and related activities, shall be exempt from the payment of city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. Truc Lam Buddhist Temple shall be entitled to a refund of city fees which it has paid and from which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for the period of one (1) year from August 15, 2006 and ending August 15, 2007.

EXEMPTION OF VIETNAMESE ASSOCIATION OF ILLINOIS
FROM PAYMENT OF CITY PERMIT, LICENSE AND
INSPECTION FEES FOR PERIOD ENDING
AUGUST 15, 2007.

The Committee on Finance submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman M. Smith (48th Ward) exempting the Vietnamese Association of Illinois, 5252 North Broadway, from payment of all city permit, license and inspection fees for the period ending August 15, 2007, having had the same under advisement, begs leave to report and recommend that Your Honorable Body Pass the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Buildings, the Executive Director of Construction and Permits, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Environment, the Commissioner of Water Management, the Director of Revenue and the Commissioner of Fire are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to the Vietnamese Association of Illinois, 5252 North Broadway, 2nd Floor, a not-for-profit Illinois corporation, related to the erection and maintenance of building(s) and fuel storage facilities at 5252 North Broadway, 2nd Floor.

Said building(s) and all appurtenances thereto shall be used exclusively for not-for-profit and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago

and departmental requirements of various departments of the City of Chicago, and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all necessary permits and licenses.

SECTION 2. Vietnamese Association of Illinois, a not-for-profit Illinois corporation shall be exempt from the payment of city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. Vietnamese Association of Illinois shall be entitled to a refund of city fees which it has paid and from which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for the period of August 16, 2006 through August 15, 2007.

EXEMPTION OF WEST BELDEN CHARTER SCHOOL FROM
PAYMENT OF CITY PERMIT, LICENSE AND INSPECTION
FEES FOR PERIOD ENDING SEPTEMBER 13, 2007.

The Committee on Finance submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Mitts (37th Ward) exempting West Belden Charter School, 2245 North McVicker Avenue, from payment of all city permit, license and inspection fees for the period ending September 13, 2007, having had the same under advisement, begs leave to report and recommend that Your Honorable Body Pass the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schuler, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water and the Commissioner of Fire are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to West Belden Charter School, a not-for-profit Illinois corporation, related to the erection and maintenance of building(s) located at 2245 North McVicker Avenue.

Said building(s) and all appurtenances thereto shall be used exclusively for not-for-profit and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate

provisions of the Municipal Code of the City of Chicago for the issuance of all permits and licenses.

SECTION 2. West Belden Charter School, a not-for-profit Illinois corporation also doing business engaged in medical, educational and related activities, shall be exempt from the payment of city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. West Belden Charter School shall be entitled to a refund of city fees which it has paid and from which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for a period of one (1) year but in no event beyond September 13, 2007.

AUTHORIZATION FOR CANCELLATION OF WARRANTS FOR
COLLECTION ISSUED AGAINST CERTAIN CHARITABLE,
EDUCATIONAL AND RELIGIOUS INSTITUTIONS.

The Committee on Finance submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Finance, to which had been referred sundry proposed orders for cancellation of specified warrants for collection issued against certain charitable, educational and religious institutions, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute order transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 47.

Nays -- None.

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

The following is said order as passed:

Ordered, That the City Comptroller is hereby authorized and directed to cancel specified warrants for collection issued against certain charitable, educational and religious institutions, as follows:

Name And Address	Invoice Number And Type Of Inspection	Amount
Boys and Girls Club 2950 West 25 th Street	Invoice 120655 (Pub. Place of Assemb.)	\$1,560.00
Christian Science Reading Room 5940 North Lincoln Avenue	Invoice 1038938 (E.S. Inspection)	40.00
Jane Addams Hull House 4520 North Beacon Street	Invoice B3-402690 (Inspectional Service)	240.00
Mother McAuley 3737 West 99 th Street	Invoice 88742 (Pub. Place of Assemb.)	120.00
Saint Edward Roman Catholic Church 4350 West Sunnyside Avenue	Invoice 90798 (E.S. Inspection)	40.00
Washington Jane Smith Home 2340 West 113 th Place	Invoice 068451370385335 (Commercial Drwys.)	224.00

AUTHORIZATION FOR PAYMENT OF HOSPITAL, MEDICAL
AND NURSING SERVICES RENDERED CERTAIN
INJURED MEMBERS OF POLICE
AND FIRE DEPARTMENTS.

The Committee on Finance submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order authorizing the payment of hospital and medical expenses of police officers and firefighters injured in the line of duty, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 47.

Nays -- None.

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

The following is said order as passed:

Ordered, that City Comptroller is authorized and directed to issue vouchers, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department and/or the Fire Department herein named. The payment of any of these bills shall not be construed as an approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of said claims is set opposite the names of the injured members of the Police Department and/or the Fire Department, and vouchers are to draw in favor of the proper claimants and charged to Account Number 100.9112.937:

[Regular orders printed on pages 86664
through 86674 of this *Journal*.]

; and

Be It Further Ordered, That the City Comptroller is authorized and directed to issue warrants, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department and/or Fire Department herein named, provided such members of the Police Department and/or Fire Department shall enter into an agreement in writing with the City of Chicago to the effect that, should it appear that any of said members of the Police Department and/or Fire Department have received any sum of money from the party whose negligence caused such injury, or have instituted proceedings against such party for the recovery of damage on account of such injury or medical expenses, then in that event the City shall be reimbursed by such member of the Police Department and/or Fire Department out of any sum that such member of the Police Department and/or Fire Department has received or may hereafter receive from such third party on account of such injury or medical expenses, not to exceed the expense in accordance with Opinion Number 1422 of the Corporation Counsel of said City, dated March 19, 1926. The payment of any of these bills shall not be construed as approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of such claims, as allowed, is set opposite the names of the injured members of the Police Department and/or Fire Department and warrants are to be drawn in favor of the proper claimants and charged to Account Number 100.9112.937:

[Third party orders printed on pages 86675
through 86677 of this *Journal*.]

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 10/04/2006

REGULAR ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
*****	*****	*****	*****	*****
JEFFERY	POLICE OFFICER	RECRUIT TRAINING	7/11/2006	493.00
BIENVENIDO	POLICE OFFICER	SPECIAL OPERATIONS SECTION	6/17/2006	250.00
ACEVEDO	POLICE OFFICER	TENTH DISTRICT	4/06/2006	13997.53
ADAMS	POLICE OFFICER	FOURTH DISTRICT	5/07/2006	511.60
HEARN	POLICE OFFICER	SIXTEENTH DISTRICT	1/03/2005	366.00
RICH	POLICE OFFICER	TENTH DISTRICT	2/14/2006	40.00
AIKIN	POLICE OFFICER	EIGHTEENTH DISTRICT	8/27/2006	523.00
ALCAZAR	POLICE OFFICER	RECRUIT TRAINING	4/22/2006	443.00
ALFARO	POLICE OFFICER	SEVENTEENTH DISTRICT	6/19/2006	41.00
ALLEN	POLICE OFFICER	PATROL DIVISION-ADMINISTRATION	7/31/2006	9.00
ALLEN-HARPER-TATE	POLICE OFFICER	THIRD DISTRICT	5/19/2006	672.00
ANDRELLA	POLICE OFFICER	UNKNOWN	8/10/2006	178.00
ANNUNZIO	POLICE OFFICER	FIFTEENTH DISTRICT	4/25/2006	102.00
ARMSTRONG	POLICE OFFICER	SIXTEENTH DISTRICT	6/12/2006	573.60
ACCULIS	POLICE OFFICER	TWENTY-FOURTH DISTRICT	8/07/2006	1229.00
BAEY	POLICE OFFICER	SIXTEENTH DISTRICT	4/29/2006	477.00
BALICKI	POLICE OFFICER	FIFTEENTH DISTRICT	5/12/2006	157.00
BANKUS	POLICE OFFICER	FOURTH DISTRICT	11/24/2005	6331.59
BARAK	POLICE OFFICER	UNKNOWN	7/31/2005	1121.00
BARANOWSKI	POLICE OFFICER	TWENTY-FIRST DISTRICT	5/05/2006	226.00
BARTH-FLYNN	POLICE OFFICER	SEVENTH DISTRICT	6/05/2006	852.65
BARTH-FLYNN	POLICE OFFICER	RECRUIT TRAINING	8/21/2006	256.00
BATISTE	POLICE OFFICER	TWENTY-FOURTH DISTRICT	8/28/2006	1167.75
BAUGHNS	POLICE OFFICER	SIXTEENTH DISTRICT	9/24/2001	71.00
BAUMANN	POLICE OFFICER	SIXTEENTH DISTRICT	5/23/2004	2414.12
BELOCHER	POLICE OFFICER	SECOND DISTRICT	3/24/2004	1080.00
BELCHIK	POLICE OFFICER	NINETEENTH DISTRICT	5/06/2001	5428.45
BEVAN	POLICE OFFICER	ELEVENTH DISTRICT	8/20/2006	160.87
BIALEK	POLICE OFFICER	RECRUIT TRAINING	8/22/2006	112.00
BLACKMAN	POLICE OFFICER	RECRUIT TRAINING	4/19/2006	1169.00
BOLLEN	POLICE OFFICER	NARCOTICS SECTION	7/19/2006	170.00
BOND-KLEWINDT	POLICE OFFICER	FIRST DISTRICT	3/25/1987	198.00
BOND-MCKNIGHT	POLICE OFFICER	EIGHTEENTH DISTRICT	8/13/2006	254.00
BRIDGES	POLICE OFFICER	SPECIAL OPERATIONS SECTION	2/26/2006	15.00
BROSNAN	POLICE OFFICER	THIRD DISTRICT	7/05/2006	1272.03
BROWN	POLICE OFFICER	FOURTEENTH DISTRICT	2/12/2006	117.71
BRYNKUS	POLICE OFFICER	UNKNOWN	5/31/2006	225.75
BUIE-COUBURN	POLICE OFFICER	SIXTEENTH DISTRICT	4/14/2002	171.00
BURKE	POLICE OFFICER	TWELFTH DISTRICT	6/18/2005	1073.00
BURRELLE	POLICE OFFICER	FOURTEENTH DISTRICT	8/11/2006	457.00
BURRELL	POLICE OFFICER	SIXTEENTH DISTRICT	5/08/2006	1520.25
BUTTS	POLICE OFFICER	SECOND DISTRICT	2/25/2006	2459.54
CABRAL-HANLEY	POLICE OFFICER	RECRUIT TRAINING	12/14/2005	510.00
	POLICE OFFICER	SEVENTH DISTRICT	5/08/2006	255.00
	POLICE OFFICER	EIGHTH DISTRICT	9/22/2003	80.00
	POLICE OFFICER	TWENTY-SECOND DISTRICT	7/23/2006	549.24
	POLICE OFFICER	TWENTY-SECOND DISTRICT	5/21/2006	490.00
	POLICE OFFICER	EIGHTH DISTRICT	8/12/2006	178.00
	POLICE OFFICER	TWELFTH DISTRICT	6/15/1994	236.62

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REPORTS OF COMMITTEES

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CITY OF CHICAGO
CITY COUNCIL ORDERS
COUNCIL MEETING OF 10/04/2006
REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
CAIRO	POLICE OFFICER	TWENTY-FOURTH DISTRICT	4/23/2006	37.00
CALABRESE	POLICE OFFICER	TWENTIETH DISTRICT	8/02/2006	393.00
CALIXTO	POLICE OFFICER	THIRTEENTH DISTRICT	3/02/2006	732.00
CAMPBELL	POLICE OFFICER	FIFTEENTH DISTRICT	6/02/2006	542.50
CANNON	POLICE OFFICER	FOURTH DISTRICT	6/19/2006	30.00
CATINELLA	POLICE OFFICER	RECRUIT TRAINING	5/23/2006	1100.23
CAVANAUGH	POLICE OFFICER	SPECIAL OPERATIONS SECTION	2/20/2005	217.00
CELANI	POLICE OFFICER	EIGHTH DISTRICT	6/14/2006	415.00
CERDA	POLICE OFFICER	EIGHTEENTH DISTRICT	4/09/2006	254.00
CERVENY	POLICE OFFICER	TWENTY-FIRST DISTRICT	5/20/2004	344.24
CHAGOYA	POLICE OFFICER	EIGHTH DISTRICT	6/05/2006	812.57
CIARDULLO	POLICE OFFICER	NINTH DISTRICT	5/25/2006	3677.83
CIECHON	POLICE OFFICER	TWENTY-FOURTH DISTRICT	5/07/1995	1895.41
CLANCY	POLICE OFFICER	DETECTIVE DIV AREA 3 PROPERTY	9/11/1990	959.26
CLANCY	POLICE OFFICER	TWENTY-FOURTH DISTRICT	7/05/2006	170.00
CLAVIJO	POLICE OFFICER	TWENTY-THIRD DISTRICT	12/15/2005	102.00
COATES	POLICE OFFICER	EIGHTEENTH DISTRICT	4/05/2006	1037.50
COBB	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	5/05/2006	103.00
COLBERT	POLICE OFFICER	SIXTH DISTRICT	5/24/2006	10.00
COLE-WILLIAMS	POLICE OFFICER	SECOND DISTRICT	2/20/2006	1674.00
CONLAN	POLICE OFFICER	TWENTY-SECOND DISTRICT	7/28/2005	66.00
CONROY	POLICE OFFICER	NINTH DISTRICT	8/22/2006	252.00
CONWAY	POLICE OFFICER	TWENTY-FIRST DISTRICT	5/05/2006	1910.20
COOPER	POLICE OFFICER	EIGHTEENTH DISTRICT	6/08/2006	18684.34
COOPER	POLICE OFFICER	THIRD DISTRICT	5/16/2006	1084.00
COSTELLO	POLICE OFFICER	TWENTY-SECOND DISTRICT	6/06/2006	434.90
COYLE	POLICE OFFICER	SPECIAL OPERATIONS SECTION	4/26/2006	109.00
CRASPO	POLICE OFFICER	FOURTEENTH DISTRICT	7/08/2006	323.00
CRUZ	POLICE OFFICER	NINETEENTH DISTRICT	4/08/2006	13513.93
CURD	POLICE OFFICER	FIFTH DISTRICT	3/31/1998	695.00
CWICK	POLICE OFFICER	TWENTY-THIRD DISTRICT	4/14/2006	263.00
CZUBAK	POLICE OFFICER	FOURTH DISTRICT	8/05/2006	284.00
DALCASON	POLICE OFFICER	ELEVENTH DISTRICT	5/28/2006	333.00
DALTO	POLICE OFFICER	EIGHTH DISTRICT	2/24/1985	75.00
DANGLES	POLICE OFFICER	TWENTY-SECOND DISTRICT	8/04/2006	216.00
DANIEL	POLICE OFFICER	EIGHTEENTH DISTRICT	1/03/2006	68.00
DAVID-NIGRO	POLICE OFFICER	THIRTEENTH DISTRICT	4/22/2006	168.00
DAVID	POLICE OFFICER	FOURTH DISTRICT	3/25/2006	857.00
DAVIS	POLICE OFFICER	THIRD DISTRICT	5/27/2006	292.80
DAVIS	POLICE OFFICER	FIFTEENTH DISTRICT	4/24/2006	293.00
DE CHRISTOPHER	POLICE OFFICER	TWELFTH DISTRICT	5/18/2006	31.00
DE LA CRUZ	POLICE OFFICER	EIGHTH DISTRICT	8/07/2006	245.00
DEDO	POLICE OFFICER	ELEVENTH DISTRICT	8/08/2006	39.00
DELBOSQUE	POLICE OFFICER	SPECIAL OPERATIONS SECTION	7/17/2006	1512.37
DELNODAL	POLICE OFFICER	TWENTY-FIFTH DISTRICT	5/13/2006	508.40
DENNIS	POLICE OFFICER	FIFTH DISTRICT	7/18/2006	215.00
DOCKETT	POLICE OFFICER	FIFTEENTH DISTRICT	5/24/2006	700.00
DOMAGALA	POLICE OFFICER	UNKNOWN	7/14/1988	76396.77
DORNIUK	POLICE OFFICER	TWENTY-SECOND DISTRICT	2/23/2006	745.37

CITY OF CHICAGO
CITY COUNCIL ORDERS
COUNCIL MEETING OF 10/04/2006
REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
DOUGHERTY	POLICE OFFICER	TWENTY-FIRST DISTRICT	5/07/2006	1750.00
DUBOSE	POLICE OFFICER	THIRD DISTRICT	8/01/2006	160.00
DUGAN	POLICE OFFICER	SEVENTH DISTRICT	6/03/2006	796.00
DURAN	POLICE OFFICER	TWENTY-THIRD DISTRICT	5/02/2006	610.03
EAGLIN	POLICE OFFICER	AIRPORT LAW ENFORCEMENT NORTH	9/01/1994	42.00
EBBITT	POLICE OFFICER	ELEVENTH DISTRICT	6/23/2006	225.00
EDWARDS	POLICE OFFICER	SECOND DISTRICT	6/29/2006	321.00
EDWARDS	POLICE OFFICER	EIGHTEENTH DISTRICT	5/27/2005	585.00
EICHMAN	POLICE OFFICER	NINETEENTH DISTRICT	8/07/2006	272.00
ENRIQUEZ	POLICE OFFICER	SPECIAL OPERATIONS SECTION	8/07/2006	235.00
ERICKSON	POLICE OFFICER	SEVENTH DISTRICT	7/19/2006	3913.00
ESPARZA-HALL	POLICE OFFICER	SEVENTH DISTRICT	1/16/2006	733.50
ESTRADA	POLICE OFFICER	THIRTEENTH DISTRICT	2/13/2006	3920.82
ESTRELLA	POLICE OFFICER	UNKNOWN	7/31/2006	256.00
FARRELL	POLICE OFFICER	FIRST DISTRICT	4/29/2006	184.00
FELICIANO	POLICE OFFICER	TWENTIETH DISTRICT	5/19/2006	250.00
FIESTER	POLICE OFFICER	EIGHTEENTH DISTRICT	2/14/2006	254.00
FINNEGAN	POLICE OFFICER	FIFTEENTH DISTRICT	8/31/1980	125.00
FINNIGAN	POLICE OFFICER	TENTH DISTRICT	5/01/2006	1518.20
FLOSSINGER	POLICE OFFICER	TWENTY-SECOND DISTRICT	7/08/2006	205.00
FLORES	POLICE OFFICER	SEVENTEENTH DISTRICT	2/22/2006	3359.77
FRANO	POLICE OFFICER	FIFTEENTH DISTRICT	6/17/2006	2147.15
FRANO	POLICE OFFICER	FIFTEENTH DISTRICT	8/14/2006	235.00
FRANO	POLICE OFFICER	FIFTEENTH DISTRICT	9/17/2006	1292.37
FRY	POLICE OFFICER	SEVENTH DISTRICT	5/02/2006	658.00
FUENTES	POLICE OFFICER	SEVENTH DISTRICT	6/18/2006	581.83
GAJI	POLICE OFFICER	THIRD DISTRICT	4/16/2005	1685.00
GALLAGLY	POLICE OFFICER	UNKNOWN	6/05/2006	1184.06
GALLAS	POLICE OFFICER	NINTH DISTRICT	4/01/2006	710.00
GARCIA	POLICE OFFICER	NINETEENTH DISTRICT	5/27/2006	679.70
GARLINGTON	POLICE OFFICER	THIRD DISTRICT	4/04/2006	453.00
GASPAR	POLICE OFFICER	TENTH DISTRICT	2/16/2006	36.00
GATHINGS	POLICE OFFICER	TWENTY-FIRST DISTRICT	11/15/2005	1322.00
GAWRISCH	POLICE OFFICER	SEVENTH DISTRICT	6/04/2006	372.08
GEORGE	POLICE OFFICER	SEVENTEENTH DISTRICT	7/30/2006	44.00
GILDEA	POLICE OFFICER	TWELFTH DISTRICT	8/19/2006	31.00
GOGGIN	POLICE OFFICER	EIGHTEENTH DISTRICT	5/31/2006	161.00
GOMEZ	POLICE OFFICER	SPECIAL OPERATIONS SECTION	12/04/2005	19.00
GONZALEZ	POLICE OFFICER	TENTH DISTRICT	1/09/2005	540.00
GONZALEZ	POLICE OFFICER	FOURTEENTH DISTRICT	7/28/2006	182.00
GONZALEZ	POLICE OFFICER	NARCOTICS SECTION	10/05/2005	39.00
GRAFFED	POLICE OFFICER	FOURTEENTH DISTRICT	1/01/2006	160.20
GREEN	POLICE OFFICER	TWENTY-FIRST DISTRICT	7/02/1992	302.00
GREER	POLICE OFFICER	EIGHTH DISTRICT	2/28/2006	1152.60
GREIF	POLICE OFFICER	TWENTY-FOURTH DISTRICT	7/11/2006	103.00
GRIFFIN	POLICE OFFICER	SIXTH DISTRICT	7/13/2006	1717.30
GRIFFIN-LASENBY	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	5/19/2006	235.00
GROH	POLICE OFFICER	TWENTY-FOURTH DISTRICT	8/03/2006	324.00
GROSS-WHARTON	POLICE OFFICER	TWENTY-FIRST DISTRICT	5/30/2006	630.00

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REPORTS OF COMMITTEES

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CITY OF CHICAGO
CITY COUNCIL ORDERS

COUNCIL MEETING OF 10/04/2006

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
GRUBE	POLICE OFFICER	RECRUIT TRAINING	12/15/2005	1338.00
GUEVARA	POLICE OFFICER	UNKNOWN	6/07/2006	365.60
HALLINAN	POLICE OFFICER	FOURTEENTH DISTRICT	3/30/2005	4648.93
HAMILTON	POLICE OFFICER	TWENTY-THIRD DISTRICT	5/18/2006	471.00
HANLEY	POLICE OFFICER	SEVENTH DISTRICT	8/05/1992	1325.02
HARRIS	POLICE OFFICER	SEVENTH DISTRICT	8/04/2006	19.46
HATTER	POLICE OFFICER	SIXTH DISTRICT	4/05/2006	265.00
HEARD-COOPER	POLICE OFFICER	ELEVENTH DISTRICT	5/30/2006	371.00
HENECHAN	POLICE OFFICER	SECOND DISTRICT	12/06/2005	175.00
HERNANDEZ	POLICE OFFICER	TRAINING DIVISION	6/02/2006	884.57
HERNANDEZ	POLICE OFFICER	TENTH DISTRICT	4/25/2006	24.00
HERNANDEZ-REY	POLICE OFFICER	SPECIAL OPERATIONS SECTION	7/20/2006	303.71
HERRERA	POLICE OFFICER	THIRTEENTH DISTRICT	3/07/2006	206.00
HERRERA	POLICE OFFICER	TWELFTH DISTRICT	6/04/2006	82.00
HERRON	POLICE OFFICER	TWENTY-THIRD DISTRICT	6/06/2006	480.90
HESPEL	POLICE OFFICER	THIRD DISTRICT	10/03/2005	4382.00
HICKS	POLICE OFFICER	TWENTY-THIRD DISTRICT	6/20/2004	2702.82
HITIRIS	POLICE OFFICER	ELEVENTH DISTRICT	8/01/2006	31.00
HITZ	POLICE OFFICER	NINETEENTH DISTRICT	5/12/2006	191.00
HOGAN	POLICE OFFICER	FOURTH DISTRICT	2/18/2004	864.82
HOLMES	POLICE OFFICER	TWENTY-FIFTH DISTRICT	8/13/2006	574.00
HOUSER	POLICE OFFICER	TWELFTH DISTRICT	1/28/2005	1594.32
HOWARD	POLICE OFFICER	SEVENTH DISTRICT	1/21/2006	982.00
HUGHES	POLICE OFFICER	TWELFTH DISTRICT	7/19/2006	300.00
HUNT	POLICE OFFICER	INTELLIGENCE SECTION	4/16/2006	1393.09
JABER	POLICE OFFICER	SEVENTH DISTRICT	3/11/2006	16150.30
JACKSON	POLICE OFFICER	SPECIAL OPERATIONS SECTION	4/24/2006	707.00
JOHNSON	POLICE OFFICER	SIXTH DISTRICT	8/08/2006	178.00
JOHNSON	POLICE OFFICER	TWENTY-FIFTH DISTRICT	1/01/2006	597.00
JOHNSON	POLICE OFFICER	EIGHTH DISTRICT	6/07/2006	1160.93
JONES	POLICE OFFICER	FOURTH DISTRICT	3/25/2006	323.00
JOTAUTAS	POLICE OFFICER	TWENTY-SECOND DISTRICT	10/15/2005	297.00
JOYNER	POLICE OFFICER	SPECIAL OPERATIONS SECTION	4/24/2006	103.00
KACZYNSKI	POLICE OFFICER	FOURTH DISTRICT	5/07/2006	211.00
KARADJIAS	POLICE OFFICER	TENTH DISTRICT	4/27/2006	89.00
KASPER	POLICE OFFICER	TWENTY-FIFTH DISTRICT	4/25/2006	1158.00
KATSAROS	POLICE OFFICER	SEVENTH DISTRICT	4/28/1995	46.24
KATZ	POLICE OFFICER	NINETEENTH DISTRICT	4/17/2006	132.00
KAZUPSKI	POLICE OFFICER	DETECTIVE DIVISION - AREA 1	4/06/2006	1942.20
KELLY	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	6/08/2006	278.60
KETO	POLICE OFFICER	SECOND DISTRICT	5/23/2006	396.00
KHAN	POLICE OFFICER	UNKNOWN	6/09/2006	238.70
KIM	POLICE OFFICER	EIGHTEENTH DISTRICT	7/29/1971	55.20
KINSELLA	POLICE OFFICER	EIGHTH DISTRICT	8/27/2006	286.00
KLEIDON	POLICE OFFICER	ELEVENTH DISTRICT	11/13/2005	1001.00
KLEUMUNDT	POLICE OFFICER	NARCOTICS SECTION	5/26/2006	417.00
KOEGLER	POLICE OFFICER	RECRUIT TRAINING	4/01/1994	50.00
	POLICE OFFICER	RECRUIT TRAINING	8/17/2006	106.00
			5/22/2006	643.12

CITY OF CHICAGO
CITY COUNCIL ORDERS

COUNCIL MEETING OF 10/04/2006

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
KOKIC	POLICE OFFICER	RECRUIT TRAINING	10/17/2005	746.00
KOMAN	POLICE OFFICER	RECRUIT TRAINING	1/08/1997	316.00
KOS	POLICE OFFICER	TWENTY-SECOND DISTRICT	4/12/2006	246.00
KOSZOLA	POLICE OFFICER	THIRTEENTH DISTRICT	5/05/2006	603.00
KOUZOUKAS	POLICE OFFICER	SIXTEENTH DISTRICT	6/28/2003	328.00
KRAMER	POLICE OFFICER	TWENTIETH DISTRICT	6/09/2006	39.00
KUEHN	POLICE OFFICER	TWENTIETH DISTRICT	5/27/2006	427.00
KUPRIANCZYK	POLICE OFFICER	NINETEENTH DISTRICT	8/19/2006	235.00
KUPRIANCZYK	POLICE OFFICER	MARINE UNIT	2/09/2006	685.48
KUZMANOVSKI	POLICE OFFICER	FOURTEENTH DISTRICT	8/05/2006	323.00
LAHORI-MARTINEZ	POLICE OFFICER	FIRST DISTRICT	2/05/2005	299.00
LANDORF	POLICE OFFICER	SIXTEENTH DISTRICT	7/24/2006	162.00
LANGE	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	3/07/2003	331.09
LAPPE	POLICE OFFICER	SIXTEENTH DISTRICT	4/23/1988	82.58
LARA	POLICE OFFICER	UNKNOWN	7/31/2006	256.00
LAVORATA	POLICE OFFICER	EIGHTEENTH DISTRICT	4/19/2006	111.00
LEE	POLICE OFFICER	TWENTY-FIRST DISTRICT	7/18/2004	308.00
LESCH	POLICE OFFICER	RECRUIT TRAINING	5/17/2006	455.80
LESIECKI	POLICE OFFICER	NINTH DISTRICT	8/07/2006	91.00
LEWIS	POLICE OFFICER	FOURTH DISTRICT	7/24/2004	140.00
LEWIS	POLICE OFFICER	SEVENTH DISTRICT	7/03/2006	988.20
LIARAKOS	POLICE OFFICER	EIGHTEENTH DISTRICT	9/23/2003	1218.54
LIGHTFORD-DRAPER	POLICE OFFICER	CENTRAL DETENTION SECTION	9/17/2005	4473.72
LINDAHL	POLICE OFFICER	TWELFTH DISTRICT	6/04/2006	82.00
LIPKA	POLICE OFFICER	ELEVENTH DISTRICT	5/15/2006	357.00
LISULA	POLICE OFFICER	SIXTH DISTRICT	12/14/2005	2236.04
LIVINGSTONE	POLICE OFFICER	DETECTIVE DIVISION - AREA 2	5/26/2006	833.50
LOPEZ	POLICE OFFICER	RECRUIT TRAINING	6/20/2006	580.00
LOPEZ	POLICE OFFICER	FOURTH DISTRICT	5/18/2006	772.73
MANGAN	POLICE OFFICER	SEVENTH DISTRICT	12/17/2005	310.00
MANJARREZ	POLICE OFFICER	FIFTEENTH DISTRICT	4/14/2006	85.00
MANNING	POLICE OFFICER	TENTH DISTRICT	6/27/2006	195.00
MARSHALL	POLICE OFFICER	TWENTY-THIRD DISTRICT	6/11/2006	925.08
MARTINEZ	POLICE OFFICER	SIXTH DISTRICT	8/04/2006	453.30
MARTINEZ	POLICE OFFICER	EIGHTH DISTRICT	1/30/2006	171.00
MARTINEZ	POLICE OFFICER	SEVENTEENTH DISTRICT	4/12/2006	983.12
MARTINEZ	POLICE OFFICER	UNKNOWN	4/03/2006	108.00
MASON	POLICE OFFICER	SIXTH DISTRICT	5/24/2006	233.00
MAU	POLICE OFFICER	SEVENTH DISTRICT	7/31/2006	713.40
MAXWELL	POLICE OFFICER	ELEVENTH DISTRICT	5/29/2006	654.00
MCBRIDE	POLICE OFFICER	AIRPORT LAW ENFORCEMENT SOUTH	4/19/2006	1844.75
MCCANN	POLICE OFFICER	EIGHTH DISTRICT	11/06/2005	675.00
MCCLODY	POLICE OFFICER	TWENTY-FOURTH DISTRICT	6/20/1993	5267.20
MCELROY	POLICE OFFICER	CENTRAL DETENTION SECTION	6/13/1995	149.00
MCGHEE	POLICE OFFICER	FIFTH DISTRICT	3/11/2006	505.00
MCGHEE	POLICE OFFICER	EIGHTH DISTRICT	8/02/2006	210.00
MCGREAL	POLICE OFFICER	SEVENTEENTH DISTRICT	5/20/2005	204.00
MELOSCIA	POLICE OFFICER	MARINE UNIT	8/29/2005	136.00
MICHALIK	POLICE OFFICER	UNKNOWN	7/29/2006	312.00
MILLISON	POLICE OFFICER	UNKNOWN		

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REPORTS OF COMMITTEES

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CITY OF CHICAGO
CITY COUNCIL ORDERS
COUNCIL MEETING OF 10/04/2006
REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
MILNER	POLICE OFFICER	FOURTEENTH DISTRICT	4/14/2006	1339.20
MONROE	POLICE OFFICER	SEVENTH DISTRICT	7/31/2000	169.00
MOORE-POWELL	POLICE OFFICER	TWENTY-SECOND DISTRICT	6/05/2006	1322.19
MORAGNE	POLICE OFFICER	SECOND DISTRICT	3/12/2006	23.80
MORRIS-TILLERY	POLICE OFFICER	TWENTY-SECOND DISTRICT	6/19/2006	70.00
MOSER	POLICE OFFICER	SECOND DISTRICT	4/30/2006	272.22
MOTA	POLICE OFFICER	FOURTH DISTRICT	5/28/2006	169.00
MOTA	POLICE OFFICER	FOURTH DISTRICT	8/10/2006	401.50
MULLEN	POLICE OFFICER	TWENTY-FOURTH DISTRICT	10/16/1996	112254.19
MURPHY-WEBB	MARGARET C	POLICE OFFICER	4/20/2006	210.00
MURRAY	KIMBERLY D	POLICE OFFICER	6/10/2006	415.87
MYRON	KEVIN	FIFTEENTH DISTRICT	5/09/2006	481.00
MYSLIMIEC	JASON A	SIXTEENTH DISTRICT	7/30/2006	312.00
NELLUM	JAMAY	POLICE OFFICER	4/06/2006	103.00
NEUMEYER	RICHARD W	FOURTEENTH DISTRICT	6/21/2006	9963.91
NIX	CRYSTAL	POLICE OFFICER	4/29/2006	304.00
NOWICKI	STEVEN	DETECTIVE DIVISION - AREA 1	8/15/2006	259.51
NUNEZ	CHRISTIAN M	NINETEENTH DISTRICT	6/02/2006	367.20
OBRZUT	JACLYN A	TWENTY-FIFTH DISTRICT	7/31/2006	577.40
OCARROLL	DONAL R	SEVENTH DISTRICT	6/04/2006	1041.59
ODONNELL	EDWARD L	PUBLIC TRANSPORTATION SECTION	3/20/1996	140.00
ODONNELL-WEISS	KAREN	RECRUIT TRAINING	3/30/2006	103.00
OLMEDA	HECTOR E	RECRUIT TRAINING	7/23/2006	210.00
ORTMAN	KENNETH	SEVENTH DISTRICT	1/22/2000	103.00
OSWALD	MICHAEL J	TWELFTH DISTRICT	3/23/2006	66.00
OTERO	DANIEL	RECRUIT TRAINING	9/04/2005	145.00
OTOOLE	DANIEL J	FIFTEENTH DISTRICT	8/22/2006	472.00
OTTEN	MARVIN	FOURTH DISTRICT	7/31/2006	160.00
PALUCH	JEROME	PUBLIC TRANSPORTATION SECTION	3/11/2004	1088.25
PANICO	MICHAEL	VICE CONTROL SECTION	1/07/2004	340.00
PAOLINO	PHILIP N	FIFTEENTH DISTRICT	6/02/2006	582.96
PARK	JEONG G	DETECTIVE DIVISION - AREA 5	7/20/2006	43.00
PASZOWSKI	THOMAS A	EIGHTH DISTRICT	6/06/1997	445.00
PATTISON	JOE	ELEVENTH DISTRICT	3/16/2005	370.00
PAWLAK	PATRICIA A	TWELFTH DISTRICT	10/17/2005	66.00
PEKIC	JOSEPH	TWENTY-FIFTH DISTRICT	5/30/2006	338.00
PEKIC	JOSEPH	TWENTY-FIFTH DISTRICT	8/06/2006	691.00
PELLONARI	RONALD E	FOURTEENTH DISTRICT	6/05/2006	247.60
PERAINO	PAUL	TWENTY-FIFTH DISTRICT	5/27/2006	8208.52
PEREZ	ROSAL I	RECRUIT TRAINING	6/14/2006	33.00
PETERSEN	DONALD	BOMB AND ARSON SECTION	4/23/2005	1435.50
PETRANCOSTA	ANTHONY	SEVENTH DISTRICT	4/28/2006	153.00
PETRULLIS	AARON P	UNKNOWN	2/22/2006	293.00
PHILLIPS	ANTONIO	EIGHTH DISTRICT	5/29/2006	267.92
PICKETT	RODNEY	FIFTEENTH DISTRICT	8/22/2006	235.00
PIESIECKI	STANLEY	TWENTY-THIRD DISTRICT	6/21/2006	750.00
PINAL	ROGELIO	SEVENTEENTH DISTRICT	6/05/2006	695.20
PLANAY	JEFFERY M	TWELFTH DISTRICT	8/02/2006	366.00
PORADZISZ	AARON	FIFTH DISTRICT	6/10/2006	580.00

CITY OF CHICAGO
CITY COUNCIL ORDERS
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***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
PRATISHER	POLICE OFFICER	SPECIAL OPERATIONS SECTION	6/29/2005	177.00
PREIB	POLICE OFFICER	TWENTY-FOURTH DISTRICT	7/02/2006	145.00
PRICE	POLICE OFFICER	FIRST DISTRICT	6/05/2006	360.80
PRSKALO	POLICE OFFICER	SECOND DISTRICT	11/17/2005	495.00
PRYOR	POLICE OFFICER	FIFTH DISTRICT	7/20/2006	264.00
PUENTE	POLICE OFFICER	FOURTEENTH DISTRICT	5/12/2006	216.00
QUEZADA	POLICE OFFICER	SEVENTH DISTRICT	6/09/2006	478.80
RADKE	POLICE OFFICER	SPECIAL FUNCTIONS GROUP	5/30/2006	17651.08
RAMIREZ	POLICE OFFICER	RECRUIT TRAINING	4/20/2006	140.00
RASHAN	POLICE OFFICER	FOURTH DISTRICT	6/28/2006	908.71
RAYMOND	POLICE OFFICER	TWENTY-SECOND DISTRICT	5/12/2006	513.00
RICHARD-KAMALU	POLICE OFFICER	PUBLIC HOUSING UNIT-SOUTH	9/27/2001	658.37
ROA	POLICE OFFICER	EIGHTH DISTRICT	5/27/2006	800.95
ROBLES	POLICE OFFICER	RECRUIT TRAINING	8/17/2006	273.00
RODENBURG	POLICE OFFICER	EIGHTH DISTRICT	7/12/2006	109.00
RODRIGUEZ	POLICE OFFICER	EIGHTEENTH DISTRICT	7/30/2006	354.00
RODRIGUEZ-HANLEY	POLICE OFFICER	THIRTEENTH DISTRICT	2/10/2006	2338.44
ROMANSKI	POLICE OFFICER	NINTH DISTRICT	1/01/2006	536.00
ROMERO	POLICE OFFICER	SPECIAL OPERATIONS SECTION	9/12/2005	432.84
ROMERO	POLICE OFFICER	RECRUIT TRAINING	12/13/2005	1518.00
ROMERO	POLICE OFFICER	RECRUIT TRAINING	2/08/2005	513.50
SAKO	POLICE OFFICER	VICE CONTROL SECTION	8/09/2006	461.00
SALAMON	POLICE OFFICER	FIFTEENTH DISTRICT	6/03/2006	1128.22
SCHENK	POLICE OFFICER	EIGHTEENTH DISTRICT	3/30/2005	34.00
SCHERER	POLICE OFFICER	TWENTY-FOURTH DISTRICT	7/22/2006	225.00
SCHERR	POLICE OFFICER	BOMB AND ARSON SECTION	3/05/2002	6863.50
SCHNEDATA	POLICE OFFICER	SIXTEENTH DISTRICT	4/19/2006	1052.00
SCHUMPP	POLICE OFFICER	TWENTY-SECOND DISTRICT	3/05/2006	34.00
SEAVERS	POLICE OFFICER	TWELFTH DISTRICT	5/24/2006	1132.87
SELLERS	POLICE OFFICER	SEVENTH DISTRICT	2/23/2006	120.00
SEPUVEDA	POLICE OFFICER	EIGHTH DISTRICT	5/13/2005	392.00
SHAMAH	POLICE OFFICER	SEVENTH DISTRICT	7/03/2006	265.00
SHANNON	POLICE OFFICER	SEVENTH DISTRICT	12/29/2005	66.00
SHANNON	POLICE OFFICER	TWENTY-SECOND DISTRICT	8/11/2006	300.00
SHIELDS	POLICE OFFICER	EIGHTEENTH DISTRICT	4/29/2006	103.50
SIEBERT	POLICE OFFICER	TWENTY-SECOND DISTRICT	3/10/2006	212.00
SIKORSKI	POLICE OFFICER	DETECTIVE DIVISION - AREA 3	3/05/2006	8503.73
SIMMONS	POLICE OFFICER	EIGHTEENTH DISTRICT	4/28/2006	272.00
SIMONETTI	POLICE OFFICER	TWENTY-FIFTH DISTRICT	5/05/2006	983.12
SINKS	POLICE OFFICER	SEVENTH DISTRICT	4/26/2006	286.00
SMITH	POLICE OFFICER	EIGHTEENTH DISTRICT	4/26/2006	491.00
SMITH	POLICE OFFICER	THIRD DISTRICT	8/05/2006	168.00
SMITH	POLICE OFFICER	NINETEENTH DISTRICT	8/17/2006	728.00
SOBCYZNSKI	POLICE OFFICER	NINTH DISTRICT	5/21/2006	567.00
SOLAVA	POLICE OFFICER	NARCOTICS SECTION	5/25/2006	966.83
SOMMERFIELD	POLICE OFFICER	EIGHTH DISTRICT	1/12/2006	1177.50
SOPCAK	POLICE OFFICER	RECRUIT TRAINING	8/14/2006	121.00
SPECHT	POLICE OFFICER	TWENTY-FOURTH DISTRICT	5/15/2006	1029.23
			6/02/2006	1293.69

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CITY OF CHICAGO
CITY COUNCIL ORDERS
COUNCIL MEETING OF 10/04/2006
REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
STAGEN	POLICE OFFICER	TWENTY-FIFTH DISTRICT	4/17/2006	216.00
STAPLETON	POLICE OFFICER	EIGHTEENTH DISTRICT	3/01/2006	1068.75
STARKS JR	POLICE OFFICER	THIRD DISTRICT	4/28/2006	770.00
STASKIEWICZ	POLICE OFFICER	RECRUIT TRAINING	1/31/2005	284.00
STODDARD	POLICE OFFICER	EIGHTH DISTRICT	5/18/2006	425.20
STORR	POLICE OFFICER	SIXTEENTH DISTRICT	7/05/2006	96.00
STOTTS	POLICE OFFICER	NARCOTICS SECTION	8/11/2006	51.00
STROMEK	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	1/28/2006	534.00
SUCHOCKI	POLICE OFFICER	SPECIAL OPERATIONS SECTION	12/17/2005	136.00
SVEC	POLICE OFFICER	NINTH DISTRICT	4/08/2006	1683.23
SWAINE	POLICE OFFICER	AIRPORT LAW ENFORCEMENT NORTH	11/06/2005	2784.12
SWEENEY	POLICE OFFICER	SIXTH DISTRICT	8/08/2005	109.00
SZCZESNY	POLICE OFFICER	TWENTY-THIRD DISTRICT	1/31/2006	2157.51
SZCZUROWSKI	POLICE OFFICER	ELEVENTH DISTRICT	5/13/2006	637.07
TAMLO	POLICE OFFICER	EIGHTEENTH DISTRICT	6/19/2006	781.30
TANNERHILL	POLICE OFFICER	NINETEENTH DISTRICT	5/19/2006	49.00
TELLEZ	POLICE OFFICER	RECRUIT TRAINING	5/10/2006	517.37
TENTON	POLICE OFFICER	FIRST DISTRICT	2/17/2006	662.00
TENZER	POLICE OFFICER	TWELFTH DISTRICT	1/19/1977	4413.54
THOMAS	POLICE OFFICER	AIRPORT LAW ENFORCEMENT NORTH	12/30/2005	700.00
TOKARZ	POLICE OFFICER	TWENTY-THIRD DISTRICT	4/06/1998	239.00
TOMASIK	POLICE OFFICER	ELEVENTH DISTRICT	3/13/2006	586.00
TORRES	POLICE OFFICER	SEVENTH DISTRICT	5/19/2006	12.00
TYSE	POLICE OFFICER	EIGHTH DISTRICT	3/03/2006	4926.88
VALADEZ	POLICE OFFICER	TWENTY-SECOND DISTRICT	8/09/2006	308.00
VALENTI	POLICE OFFICER	THIRTEENTH DISTRICT	5/28/2006	166.84
VALENZUELA	POLICE OFFICER	RECRUIT TRAINING	3/15/2006	383.00
VALENZUELA	POLICE OFFICER	RECRUIT TRAINING	5/18/2006	2406.82
VALENZUELA	POLICE OFFICER	FIFTEENTH DISTRICT	5/06/2006	15.00
VANDENBRANDEN	POLICE OFFICER	TWENTY-FOURTH DISTRICT	8/02/2006	423.00
VANVEGTEN	POLICE OFFICER	UNKNOWN	1/09/1997	11996.79
VAZQUEZ	POLICE OFFICER	RECRUIT TRAINING	3/20/2006	2014.81
VEGA	POLICE OFFICER	SPECIAL OPERATIONS SECTION	9/04/2005	373.75
VIRAMONTES	POLICE OFFICER	EIGHTH DISTRICT	6/07/2006	858.64
VLCANSKY	POLICE OFFICER	SPECIAL OPERATIONS SECTION	8/05/2006	197.00
WALCZAK	POLICE OFFICER	TWENTY-FOURTH DISTRICT	12/30/2005	89.00
WALSH	POLICE OFFICER	NINETEENTH DISTRICT	1/26/2006	135.00
WARD	POLICE OFFICER	SIXTH DISTRICT	5/03/2006	100.00
WARD	POLICE OFFICER	SIXTH DISTRICT	2/09/1994	344.00
WARNECKE	POLICE OFFICER	ELEVENTH DISTRICT	9/29/2005	31.00
WARKE	POLICE OFFICER	EIGHTEENTH DISTRICT	4/04/2006	34.00
WATKINS	POLICE OFFICER	DEFECTIVE DIVISION - AREA 2	10/22/2005	2812.30
WATSON	POLICE OFFICER	AIRPORT LAW ENFORCEMENT SOUTH	5/21/2004	754.40
WEATHERLY	POLICE OFFICER	SIXTH DISTRICT	6/02/2006	145.60
WEATHERS	POLICE OFFICER	TWENTY-FIFTH DISTRICT	9/06/2005	335.86
WENSERITT	POLICE OFFICER	TRAINING DIVISION	2/28/2006	705.00
WHITE	POLICE OFFICER	UNKNOWN	12/26/2005	115.00
WHITMORE	POLICE OFFICER	SIXTEENTH DISTRICT	12/27/2005	65.00
WILLIAMS	POLICE OFFICER	SECOND DISTRICT	7/19/1997	1258.50

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EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
WILLIAMSON				
WILLINGHAM				
WILSON				
WINGFIELD				
WOLFE				
WRIGHT				
WRIGHT-KRYGOWSKI				
WYMAN				
YOUNG				
YOUNG				
ZAHLMANN				
ZALHA				
ZALEWSKI				
ZAPATA				
ZEPEDA				
ZOLDAN				
ZULLO				
ABBATEMARCO				
ACEVEDO				
ALESSI				
ANSELMINI				
BARTGEN				
BIRMINGHAM				
BOWEN				
CALDERISI				
CASPER				
CERNA				
CHAVARRIA				
CHO				
CIARA				
CONFORTI				
CONTRERAS				
CRAWFORD				
CROWIN				
DALCOUR				
DALTON				
DALY				
DESPIAU				
DILL				
DOOLEY				
EDWARDS				
ENHELDER				
FLEETWOOD				
FOERTSCH				
GASCA				
GOMEZ				
GUTH				
HAMPTON				
HANNON				
JAMES	POLICE OFFICER	TWELFTH DISTRICT	3/08/2005	105.00
RUSSELL L	POLICE OFFICER	SPECIAL OPERATIONS SECTION	8/06/2006	205.00
LEIGHA M	POLICE OFFICER	EIGHTEENTH DISTRICT	3/01/2006	103.00
KENDRA	POLICE OFFICER	SEVENTH DISTRICT	7/23/2006	260.00
RAMA D	POLICE OFFICER	THIRD DISTRICT	5/04/2006	924.40
GEORAS L	POLICE OFFICER	THIRD DISTRICT	12/09/2005	104.00
TAMMI L	POLICE OFFICER	TWENTY-SECOND DISTRICT	9/08/1997	75.00
KEVIN	POLICE OFFICER	NINTH DISTRICT	8/04/2006	324.83
DARRYL	POLICE OFFICER	FIFTH DISTRICT	6/29/2006	2125.00
KENNETH	POLICE OFFICER	SECOND DISTRICT	1/12/2006	308.00
KRISTINE L	POLICE OFFICER	TENTH DISTRICT	12/30/2005	981.00
ZALA	POLICE OFFICER	EIGHTEENTH DISTRICT	5/30/2006	2574.17
JOHN	POLICE OFFICER	UNKNOWN	3/04/2006	610.00
JOSHUA	POLICE OFFICER	RECRUIT TRAINING	6/03/2004	152.42
ANDRES A	POLICE OFFICER	UNKNOWN	8/17/2006	252.00
ANTON	POLICE OFFICER	FIFTEENTH DISTRICT	1/05/2005	49.00
GREGORY	POLICE OFFICER	THIRTEENTH DISTRICT	4/08/2006	103.00
JAMES	FIREFIGHTER	TRUCK 15	9/12/2005	431.75
GILBERT	FIREFIGHTER	ENGINE COMPANY 110	2/28/2006	6050.00
SAMUEL	FIREFIGHTER	AMBULANCE 21	8/10/2005	146.00
GERALD	FIREFIGHTER	ENGINE COMPANY 106	10/04/2002	150.00
JOHN R	CAPTAIN	FIRE SUPPRESSION HEADQUARTERS	11/25/1998	1052.50
SCOTT	FIREFIGHTER	AMBULANCE 19	3/15/2005	68.00
DARVELL	FIREFIGHTER	AMBULANCE 45	4/17/2005	152.00
MICHAEL	FIREFIGHTER	ENGINE COMPANY 83	8/21/2005	40.00
NICHOLAS	FIREFIGHTER	UNKNOWN	9/20/2005	91.00
MARIA	FIREFIGHTER	AMBULANCE 11	7/29/2005	6531.00
GARY	FIREFIGHTER	ENGINE COMPANY 106	10/19/2005	2244.00
INKANG	FIREFIGHTER	UNKNOWN	10/01/2005	647.00
MICHAEL	FIREFIGHTER	ENGINE COMPANY 64	1/07/2006	6572.94
PATRICK	FIREFIGHTER	TRUCK 35	2/01/2006	73.00
JOHN	FIREFIGHTER	TRUCK 13	2/18/2006	160.00
EDWARD	FIREFIGHTER	ENGINE COMPANY 112	12/11/2005	2692.00
JEANNE	FIREFIGHTER	AMBULANCE 4	11/30/2005	338.00
OSIRIS A	FIREFIGHTER	TRUCK 24	3/03/2005	2185.28
THOMAS	FIREFIGHTER	TRUCK 55	5/07/1998	69.00
DANIEL	FIREFIGHTER	AMBULANCE 29	2/14/2006	210.00
KEVIN	FIREFIGHTER	ENGINE COMPANY 16	1/06/2006	4891.00
CORNELIUS	FIREFIGHTER	ENGINE COMPANY 71	8/17/2005	48509.42
BRANDY	FIREFIGHTER	AMBULANCE 45	3/06/2006	2562.00
VIVIAN	FIREFIGHTER	UNKNOWN	12/03/2004	1927.00
PAUL	LIEUTENANT	TRUCK 14	3/06/2003	4010.21
PAUL W	FIREFIGHTER	AMBULANCE 38	4/11/2005	411.00
PAUL	FIREFIGHTER	ENGINE COMPANY 115	1/29/2006	52.00
LEANDRO	FIREFIGHTER	DISTRICT RELIEF 5	2/10/2006	1681.50
SCOTT	FIREFIGHTER	UNKNOWN	3/05/2006	197.00
SARAH	PARAMEDIC	AMBULANCE 38	9/21/2003	3736.46
RONALD	FIREFIGHTER	TRUCK 42	10/09/2001	100.00
SEAN	FIREFIGHTER	AMBULANCE 29	1/05/2005	113.00

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CITY COUNCIL ORDERS
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***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
HANNON	FIRE FIGHTER	AMBULANCE 29	12/19/2005	186.00
HANSEN	PARAMEDIC	UNKNOWN	7/02/2005	576.00
HARGON	FIRE FIGHTER	ENGINE COMPANY 79	1/06/2006	160.00
IMPARTO	FIRE FIGHTER	ENGINE COMPANY 49	12/09/2005	14044.50
JANTZ	FIRE FIGHTER	TRUCK 4	10/30/2005	2466.00
JOHNSON	FIRE FIGHTER	ENGINE COMPANY 126	3/29/2006	539.00
KASPER	FIRE FIGHTER	UNKNOWN	5/02/2005	418.00
KENNEDY	FIRE FIGHTER	ENGINE COMPANY 129	2/09/2005	206.00
KING	FIRE FIGHTER	ENGINE COMPANY 78	5/22/2005	160.00
KLINGER	PARAMEDIC	AMBULANCE 35	5/23/2005	997.00
KOCHAN	FIRE FIGHTER	UNKNOWN	1/31/2006	3268.00
KUMIEGA-MARSHALL	FIRE FIGHTER	AMBULANCE 46	10/27/2005	1607.06
LEMKE	FIRE FIGHTER	ENGINE COMPANY 113	6/19/2005	20.00
LEMPA	FIRE FIGHTER	TRUCK 31	2/04/2003	120.50
LESHER	FIRE FIGHTER	ENGINE COMPANY 110	12/15/2005	9475.50
LEWIS	FIRE FIGHTER	TRUCK 11	11/01/2005	6098.00
MACGLASHAN	FIRE FIGHTER	UNKNOWN	9/03/2005	4849.00
MARCIANO	FIRE FIGHTER	ENGINE COMPANY 95	1/24/2006	12648.90
MARTIN	LIEUTENANT	DISTRICT RELIEF 6	12/19/2001	125.00
MCDOLE	CAPTAIN	BATTALION 3	5/14/2000	112.00
MCLAUGHLIN	FIRE FIGHTER	DISTRICT RELIEF 2	5/20/2005	754.00
MCMADON	FIRE FIGHTER	AMBULANCE 14	3/25/2004	215.00
MINGUE	FIRE FIGHTER	TRUCK 21	12/12/2004	884.00
MITCHELL	PARAMEDIC	UNKNOWN	10/08/2002	280.00
MULLALLY	LIEUTENANT	DISTRICT RELIEF 6	8/10/2002	477.00
MURPHY	PARAMEDIC	AMBULANCE 31	1/22/2005	4406.60
O'DONNELL	ENGINEER	DISTRICT RELIEF 3	10/29/2003	5701.50
OCALLAGHAN	FIRE FIGHTER	DISTRICT RELIEF 3	12/22/2005	900.00
PALENIK	FIRE FIGHTER	FIRE SUPPRESSION HEADQUARTERS	8/16/2000	169.00
PATRICELLI	FIRE FIGHTER	TRUCK 14	11/21/1999	1483.20
PENKALA	FIRE FIGHTER	ENGINE COMPANY 34	9/26/2004	41.00
PINKSTON	FIRE FIGHTER	ENGINE COMPANY 106	11/12/2005	1225.42
PORTER	FIRE FIGHTER	ENGINE COMPANY 55	11/24/2001	175.00
PUGH	PARAMEDIC	ENGINE COMPANY 92	1/04/2004	319.00
REYES	FIRE FIGHTER	AMBULANCE 22	5/11/2006	264.00
ROGUS	FIRE FIGHTER	ENGINE COMPANY 75	9/06/2005	127.00
SAMPEY	FIRE FIGHTER	AMBULANCE 9	12/06/2003	20734.10
SEEBAUER	FIRE FIGHTER	ENGINE COMPANY 117	7/06/2005	12484.84
SHELBY	PARAMEDIC	DISTRICT RELIEF 2	1/06/2004	299.00
SINOPOLI	FIRE FIGHTER	UNKNOWN	3/08/2005	1094.00
SOBEK	PARAMEDIC	ENGINE COMPANY 15	12/03/2000	3713.22
SOPKO	FIRE FIGHTER	UNKNOWN	9/27/2005	2738.00
SORRENTINO	ENGINEER	ENGINE COMPANY 123	10/04/2001	65.00
SPENCER	FIRE FIGHTER	ENGINE COMPANY 78	10/25/2001	24658.27
STOKES	FIRE FIGHTER	ENGINE COMPANY 57	10/10/2005	1624.00
STRICKLER	FIRE FIGHTER	AMBULANCE 42	10/19/2005	948.50
TAFF	FIRE FIGHTER	SQUAD 1	4/10/1990	709.29
TAYLOR	FIRE FIGHTER	TRUCK 50	6/27/2004	670.00
	FIRE FIGHTER	TRUCK 21	8/31/2005	22615.76

C I T Y O F C H I C A G O
 CITY COUNCIL ORDERS
 COUNCIL MEETING OF 10/04/2006
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***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
THIELSEN	FIREFIGHTER	UNKNOWN	12/26/2005	2294.80
WALZ	CAPTAIN	SQUAD 3	4/28/2003	409.38
WEEK	FIREFIGHTER	AMBULANCE 6	1/18/2006	837.00
ZUPAN	FIREFIGHTER	ENGINE COMPANY 46	12/18/2005	160.20

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CITY COUNCIL ORDERS

COUNCIL MEETING OF 10/04/2006

THIRD PARTY ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ACEVADO	POLICE OFFICER	TENTH DISTRICT	12/12/2005	283.00
ADKINS	POLICE OFFICER	FIRST DISTRICT	3/21/2006	85.00
ALESIA	POLICE OFFICER	TENTH DISTRICT	5/03/2006	221.00
ARTIGA	POLICE OFFICER	TWENTY-FIFTH DISTRICT	5/13/2004	5158.80
ASSRIA	POLICE OFFICER	FOURTEENTH DISTRICT	8/17/2006	273.00
BANICH	POLICE OFFICER	TWENTY-THIRD DISTRICT	3/19/2006	501.82
BEALS	POLICE OFFICER	FIRST DISTRICT	11/18/2005	1061.00
BLAKE	POLICE OFFICER	TWENTY-FIRST DISTRICT	9/09/2005	305.00
BRAXTON	POLICE OFFICER	THIRD DISTRICT	1/25/2006	1788.51
BROOKS	POLICE OFFICER	TENTH DISTRICT	10/24/2005	15.00
BROWN	POLICE OFFICER	TENTH DISTRICT	8/07/2006	210.00
BRUMLEY	POLICE OFFICER	SIXTH DISTRICT	8/15/2002	23224.28
BYK	POLICE OFFICER	FOURTH DISTRICT	8/15/2002	47.00
CALDERON	POLICE OFFICER	ELEVENTH DISTRICT	12/02/2004	427.00
CALICDAN	POLICE OFFICER	SEVENTEENTH DISTRICT	8/04/2006	428.20
CAPRON	POLICE OFFICER	TENTH DISTRICT	7/15/2006	428.20
CAREY	POLICE OFFICER	SIXTEENTH DISTRICT	8/17/2006	312.00
CARTAGENA	POLICE OFFICER	RECRUIT TRAINING	8/24/2006	252.00
CHAVEZ	POLICE OFFICER	SPECIAL OPERATIONS SECTION	2/04/2006	350.00
CHEVAS	POLICE OFFICER	TENTH DISTRICT	3/02/2006	257.00
CHON	POLICE OFFICER	THIRTEENTH DISTRICT	12/10/2005	50.00
CIANGI	POLICE OFFICER	TWENTY-FIFTH DISTRICT	6/04/2006	2003.71
COLE	POLICE OFFICER	SIXTEENTH DISTRICT	8/12/1996	254.50
CORONA	POLICE OFFICER	FIFTEENTH DISTRICT	10/30/1993	770.00
COSTELLO-KUPRIANCZYK	POLICE OFFICER	TWENTY-FOURTH DISTRICT	8/23/2006	690.75
COVELLO	POLICE OFFICER	SIXTEENTH DISTRICT	7/05/2005	2196.07
CREED	POLICE OFFICER	TWENTIETH DISTRICT	6/16/2006	325.00
CROWLEY	POLICE OFFICER	FIFTH DISTRICT	12/17/2005	66.00
DAVIS	POLICE OFFICER	SEVENTH DISTRICT	9/04/1987	16378.73
DIXON	POLICE OFFICER	SEVENTEENTH DISTRICT	8/27/2006	20.00
DONOVAN	POLICE OFFICER	TWENTY-FIFTH DISTRICT	7/25/2006	59.00
DUVALL	POLICE OFFICER	BOMB AND ARSON SECTION	4/10/2006	3167.00
EIGENBAUER	POLICE OFFICER	EIGHTEENTH DISTRICT	4/25/2006	1230.60
ESCORBAR	POLICE OFFICER	THIRTEENTH DISTRICT	10/18/1990	1782.20
FELMON	POLICE OFFICER	FOURTEENTH DISTRICT	4/22/2006	2759.30
FERNANDEZ	POLICE OFFICER	SECOND DISTRICT	2/17/2001	319.00
FLEMING	POLICE OFFICER	EIGHTEENTH DISTRICT	4/25/2006	1034.80
FOSTER	POLICE OFFICER	NINETEENTH DISTRICT	5/11/2006	9848.09
FRANK	POLICE OFFICER	TWENTY-FIFTH DISTRICT	8/13/2005	44.00
FUDA	POLICE OFFICER	SECOND DISTRICT	5/02/2006	3193.30
GADSON	POLICE OFFICER	EIGHTH DISTRICT	8/05/2006	210.00
GARIBAY	POLICE OFFICER	SEVENTH DISTRICT	1/14/2003	797.80
GROH	POLICE OFFICER	THIRD DISTRICT	5/30/2006	419.00
HALTEK	POLICE OFFICER	FOURTH DISTRICT	5/02/2006	755.00
HAWORTH	POLICE OFFICER	TWENTY-FOURTH DISTRICT	7/29/2006	690.75
HENIGAN	POLICE OFFICER	FOURTH DISTRICT	6/28/1998	3931.65
HINES	POLICE OFFICER	EIGHTH DISTRICT	6/10/2006	610.88
HOPKINS	POLICE OFFICER	EIGHTH DISTRICT	3/10/2006	66.00
	POLICE OFFICER	TWENTY-FIFTH DISTRICT	4/13/2005	162.00
	POLICE OFFICER	FIRST DISTRICT	5/25/2006	1047.20

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 10/04/2006

THIRD PARTY ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
JASKOLKA	POLICE OFFICER	TWENTIETH DISTRICT	6/16/2006	325.00
JONES	POLICE OFFICER	TWENTY-FIRST DISTRICT	2/10/2006	320.00
KEFALAS	POLICE OFFICER	TWENTY-THIRD DISTRICT	4/25/2006	234.00
KHAN	POLICE OFFICER	FIFTEENTH DISTRICT	4/11/2006	1874.00
KHAN	POLICE OFFICER	TWENTY-THIRD DISTRICT	5/18/2006	2358.50
KIM	POLICE OFFICER	FIFTEENTH DISTRICT	6/29/2006	488.00
KITOWSKI	POLICE OFFICER	FOURTEENTH DISTRICT	8/22/2006	34.00
KOTLARZ	POLICE OFFICER	EIGHTEENTH DISTRICT	8/21/2003	134.05
KRIZKA	POLICE OFFICER	SPECIAL OPERATIONS SECTION	4/20/2006	339.00
KUEHLMAN	POLICE OFFICER	THIRD DISTRICT	8/07/2006	270.00
LAPOINTE	POLICE OFFICER	TWENTIETH DISTRICT	3/07/2006	1879.00
LATSOS	POLICE OFFICER	TRAFFIC SECTION - ENFORCEMENT	4/10/2006	627.00
LOPEZ-PEREZ-STANFORD	POLICE OFFICER	EIGHTH DISTRICT	8/05/2006	210.00
MACKEY	POLICE OFFICER	FIRST DISTRICT	11/18/2005	66.00
MALUCHNIK	POLICE OFFICER	RECRUIT TRAINING	5/16/1999	7022.08
MAR	POLICE OFFICER	FIFTH DISTRICT	12/10/2005	2810.70
MARTIN	POLICE OFFICER	TWENTIETH DISTRICT	3/19/2001	50.00
MARTINEZ	POLICE OFFICER	FIFTEENTH DISTRICT	5/29/2006	560.00
MCGEE	POLICE OFFICER	SPECIAL OPERATIONS SECTION	7/23/2006	362.89
MENESES	POLICE OFFICER	FOURTH DISTRICT	8/02/2006	210.00
MERRIWEATHER	POLICE OFFICER	NINTH DISTRICT	8/24/2006	318.56
MORGANE	POLICE OFFICER	FIFTH DISTRICT	3/07/2002	232.60
MOSQUEDA	POLICE OFFICER	SECOND DISTRICT	5/07/2006	1089.60
NASH	POLICE OFFICER	EIGHTH DISTRICT	6/10/2006	453.18
NELSON	POLICE OFFICER	PREV. PROGRAMS & NEIGHBORHOOD	4/18/2006	175.00
NUNEZ	POLICE OFFICER	SECOND DISTRICT	5/02/2006	4241.60
OBRECKI	POLICE OFFICER	NINTH DISTRICT	5/08/2006	231.20
OLIVER	POLICE OFFICER	TWENTY-FOURTH DISTRICT	6/15/2006	559.30
OVERTON	POLICE OFFICER	SPECIAL OPERATIONS SECTION	6/08/2006	220.00
PACHECO	POLICE OFFICER	NINETEENTH DISTRICT	11/25/1984	3037.23
PEARSON	POLICE OFFICER	SEVENTH DISTRICT	5/20/2006	444.48
PEMA	POLICE OFFICER	FOURTH DISTRICT	8/07/2006	237.00
PEREZ	POLICE OFFICER	ELEVENTH DISTRICT	6/06/2006	440.80
PINKLYN	POLICE OFFICER	TWENTY-FIFTH DISTRICT	1/19/2006	1872.69
RIGAN	POLICE OFFICER	EIGHTH DISTRICT	4/30/2006	708.70
ROBERTSON	POLICE OFFICER	TWENTY-FIFTH DISTRICT	12/28/2003	125.00
ROBERTSON	POLICE OFFICER	FIFTEENTH DISTRICT	3/20/2005	300.00
ROMAN	POLICE OFFICER	FIFTEENTH DISTRICT	6/25/2006	394.50
ROSALES	POLICE OFFICER	TENTH DISTRICT	5/06/2006	913.80
RUTTI	POLICE OFFICER	SIXTH DISTRICT	2/21/1995	289.00
RYAN	POLICE OFFICER	SIXTEENTH DISTRICT	5/11/2006	1033.25
RYAN	POLICE OFFICER	ELEVENTH DISTRICT	7/06/2005	571.00
SALVAGE	POLICE OFFICER	EIGHTH DISTRICT	8/18/2006	215.00
SIMPSON	POLICE OFFICER	TWENTY-FOURTH DISTRICT	11/14/2005	136.00
SOBCYZNSKI	POLICE OFFICER	NINTH DISTRICT	5/02/2006	1271.20
SPECHT	POLICE OFFICER	TWENTY-FOURTH DISTRICT	5/29/2006	823.00
SPRADLEY	POLICE OFFICER	SPECIAL OPERATIONS SECTION	7/07/2006	2645.04
ST. CLAIRE	POLICE OFFICER	SIXTH DISTRICT	4/27/2006	1208.00
			8/08/2006	178.00

10/4/2006

REPORTS OF COMMITTEES

86677

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 10/04/2006

THIRD PARTY ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
STRANGE	POLICE OFFICER	FIFTH DISTRICT	4/16/2005	805.00
TARASUK	POLICE OFFICER	DETECTIVE DIVISION - AREA 1	8/21/2005	185.00
THOMAS	POLICE OFFICER	SIXTEENTH DISTRICT	8/17/2006	312.00
TIMMONS-RUSSELL	POLICE OFFICER	FIFTH DISTRICT	12/17/2005	1147.00
TORRES	POLICE OFFICER	RECRUIT TRAINING	9/24/1989	481.00
TORRES	POLICE OFFICER	FOURTEENTH DISTRICT	8/11/2006	505.00
VITTORI	POLICE OFFICER	FIFTEENTH DISTRICT	8/15/2006	305.50
VOVOS	POLICE OFFICER	DETECTIVE DIVISION - AREA 3	5/11/2002	3457.84
WALKER	POLICE OFFICER	DETECTIVE DIVISION - AREA 1	6/28/2006	117.00
WASHINGTON	POLICE OFFICER	TWENTY-FIFTH DISTRICT	3/07/2002	1358.54
WESTON	POLICE OFFICER	FOURTH DISTRICT	8/30/2006	336.00
WILLIAMS	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	3/29/2006	3233.37
WILLIAMS	POLICE OFFICER	SPECIAL OPERATIONS SECTION	12/23/2005	800.00
WILSON	POLICE OFFICER	ELEVENTH DISTRICT	6/07/2005	1568.00
WOODS	POLICE OFFICER	SECOND DISTRICT	5/07/2006	95.21
YOUNG	POLICE OFFICER	SEVENTEENTH DISTRICT	8/04/2006	318.00
GILLEN	FIREFIGHTER	RECRUIT TRAINING	8/02/2006	210.00
KRAMER	FIREFIGHTER	SEVENTH DISTRICT	10/27/2004	140.00
LYNCH	FIREFIGHTER	TRUCK 54	5/20/2005	1037.00
MURPHY	FIREFIGHTER	TRUCK 27	3/21/2005	1331.00
ROCCASALVA	FIREFIGHTER	TRUCK 59	5/30/2005	95.00
WORTHAM	FIREFIGHTER	TRUCK 51	4/11/2006	1842.30
		UNKNOWN	3/21/2005	130.40
		MEDICAL LAY UP	7/28/2005	1276.82

AUTHORIZATION FOR PAYMENT OF MISCELLANEOUS
REFUNDS, COMPENSATION FOR PROPERTY
DAMAGE, ET CETERA.

The Committee on Finance submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order authorizing the payment of various small claims against the City of Chicago, having had the same under advisement, begs leave to report and recommend that Your Honorable Body Pass the proposed order transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 47.

Nays -- None.

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

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to pay the following named claimants the respective amounts set opposite their names, said amount to

be paid in full and final settlement on each claim on the date and location by type of claim, with said amount to be charged to the activity and account specified as follows:

Damage To Vehicle.

*Department Of Police:
Account Number 100-99-4415-0934-0934.*

Name And Address	Date And Location	Amount
Charmane Reeves 6537 South Damen Avenue Chicago, Illinois 60636	7/15/05 6543 South Damen Avenue	\$898.00 180.00*

Damage To Vehicle.

*Department Of Streets And Sanitation/Bureau Of Streets:
Account Number 300-99-4415-0934-0934.*

Name And Address	Date And Location	Amount
James E. Van 8110 South Morgan Street Chicago, Illinois 60620	1/2/05 1040 West 83 rd Street	\$164.00*
Nelson Garcia and State Farm Insurance Subrogation Services P.O. Box 2371 Bloomington, Illinois 61702	3/12/05 6331 North Sheridan Road	868.00 50.00*
Anthony Santangelo 1445 North State Parkway Unit 1702 Chicago, Illinois 60610	1/21/06 North Ashland Avenue And West Lake Street	300.00

* To City of Chicago, Bureau of Parking

Damage To Vehicle.

*Department Of Streets And Sanitation/Bureau Of Forestry:
Account Number 100-99-4415-0934-0934.*

Names And Address	Date And Location	Amount
Graciela Diaz 2600 West Cortland Street Apartment A Chicago, Illinois 60647	6/7/06 2600 West Courtland Street	\$1,500.00

Damage To Vehicle.

*Department Of Streets And Sanitation/Bureau Of Sanitation:
Account Number 300-99-4415-0934-0934.*

Names And Address	Date And Location	Amount
Harry Francisco and St. Paul Travelers P.O. Box 3095 Naperville, Illinois 60566	8/3/05 2948 West Touhy Avenue	\$537.00
Glaxo Smith Kline and CEI Group 4850 Street Road Suite 220 Trevose, Pennsylvania 19053	11/08/05 4710 North Kedzie Avenue	807.00

AUTHORIZATION FOR PAYMENT OF SUNDRY CLAIMS
FOR CONDOMINIUM REFUSE REBATES.

The Committee on Finance submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order authorizing the payment of various condominium refuse rebate claims against the city, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 47.

Nays -- None.

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

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to pay the following named claimants the respective amounts set opposite their names, said amounts to be paid in full as follows and charged to Account Number 100-99-4415-0939-0939

[List of claimants printed on pages 86682
through 86688 of this *Journal*.]

C I T Y O F C H I C A G O
 COMMITTEE ON FINANCE
 REFUSE REBATE COUNCIL ORDERS--PASSED
 MEETING DATE 10/04/2006

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELIGIBLE UNITS	TYPE	AMOUNT OF REBATE	***** SPONSOR *****	*****
ADMIRAL'S POINTE CONDO ASSOC.	171	ANNUAL	5,378.16	BURTON F. NATARUS	42
AGATITE GARDENS CONDO ASSOC.	18	ANNUAL	1,350.00	EUGENE C. SCHULTER	47
AINSLIE PARK CONDOMINIUM ASSN.	82	ANNUAL	5,889.00	MARY ANN SMITH	48
ALBANY TERRACE CONDO ASSOC.	6	ANNUAL	450.00	REY COLON	35
ALPARK CONDOMINIUM ASSOCIATION	18	ANNUAL	1,350.00	MARGARET LAURIND	39
ALTGELD COMMONS CONDO. ASSOC.	35	ANNUAL	2,625.00	THEODORE MATLAK	32
ARCHER HEIGHTS I CONDO ASSOC.	19	ANNUAL	1,354.00	EDWARD M. BURKE	14
ARDMORE SQUARE CONDO ASSOC.	13	ANNUAL	975.00	MARY ANN SMITH	48
ARGYLE ESTATES CONDO. ASSN.	6	ANNUAL	450.00	MARY ANN SMITH	48
ARMITAGE RACINE CONDO. ASSN.	12	ANNUAL	900.00	VI DALEY	43
ASHFORD COURT CONDO. ASSN.	12	ANNUAL	900.00	MICHAEL R. ZALEWSKI	23
ASPEN PLACE CONDO ASSOC.	6	ANNUAL	450.00	MARY ANN SMITH	48
AZTEC CONDOMINIUM ASSOCIATION	17	ANNUAL	1,275.00	VI DALEY	43
BARCLAY CONDOMINIUM	83	ANNUAL	6,225.00	TONI PRECKWINKLE	04
BARRY AVENUE TOWNHOUSES	12	ANNUAL	900.00	THOMAS TUNNEY	44
BEAR FLAG CONDOMINIUM	6	ANNUAL	450.00	EUGENE C. SCHULTER	47
BELL CONDOMINIUM ASSOCIATION	18	ANNUAL	1,350.00	BERNARD L. STONE	50
BELLE PLAINE WEST CONDO ASSN.	14	ANNUAL	1,050.00	RICHARD F. MELL	33
BELMONT HARBOR I CONDOMINIUM	20	ANNUAL	1,500.00	THOMAS TUNNEY	44
BEVERLY POINT CONDOMINIUM	24	ANNUAL	1,072.30	GINGER RUGAI	19
BEVERLY RIDGE CONDOMINIUM ASSN	8	ANNUAL	600.00	GINGER RUGAI	19
BEVERLY RIDGE COURT TOWNHOME	8	ANNUAL	600.00	GINGER RUGAI	19
BRANDON SHORES CONDO ASSOC.	56	ANNUAL	4,200.00	MARY ANN SMITH	48
BRIDGEVIEW GARDENS CONDOMINIUM	12	ANNUAL	900.00	BRIAN G. DOHERTY	41
BRONZEVILLE LOFTS CONDO ASSOC.	42	ANNUAL	1,536.21	MADELINE HAITHCOCK	02
BRYN MAWR CONDOMINIUM ASSOC.	6	ANNUAL	450.00	MARY ANN SMITH	48
BURLING PLACE CONDOMINIUM	6	ANNUAL	450.00	THOMAS TUNNEY	44
CALDWELL WOODS CONDO ASSOC.	9	ANNUAL	675.00	BRIAN G. DOHERTY	41
CAMELOT CONDOMINIUM ASSN.	6	ANNUAL	450.00	HELEN SHILLER	46
CAPITOL HILL LOFTS CONDO ASSN.	90	ANNUAL	6,750.00	MADELINE HAITHCOCK	02
CARAVEL CONDOMINIUM ASSOC.	124	ANNUAL	7,769.61	BURTON F. NATARUS	42
CARMEN MARINE COOPERATIVE	300	ANNUAL	15,874.63	MARY ANN SMITH	48
CASTLETON RENAISSANCE CONDO	36	ANNUAL	2,667.00	REY COLON	35
CATALPA CONDO ASSOCIATION	5	SEMI-ANNUAL	187.50	MARY ANN SMITH	48
CATALPA COURTS CONDO ASSOC	36	ANNUAL	2,700.00	BRIAN G. DOHERTY	41
CATALPA WINTHROP BUILDING	45	ANNUAL	3,375.00	MARY ANN SMITH	48
CHANDELIER FACTORY LOFT CONDO	26	ANNUAL	1,950.00	MANUEL FLORES	01
CHASE-ASHLAND CONDOMINIUM ASSN	6	ANNUAL	450.00	JOE MOORE	49
CHATEAU FREMONT CONDO ASSOC.	8	ANNUAL	600.00	THOMAS TUNNEY	44
CHIPPewa APARTMENTS ASSN.	54	ANNUAL	4,050.00	TONI PRECKWINKLE	04
CITADEL CONDO ASSOCIATION	12	ANNUAL	900.00	THEODORE MATLAK	32
CITYVIEW CONDOMINIUM ASSOC.	30	ANNUAL	1,928.43	MANUEL FLORES	01
CLIFTON COURT CONDO ASSOC.	10	ANNUAL	750.00	THOMAS TUNNEY	44
CLOCK TOWER LOFTS CONDO ASS'N.	113	ANNUAL	5,339.52	MANUEL FLORES	01
COACHLITE II CONDOMINIUM ASSN.	6	ANNUAL	450.00	HELEN SHILLER	46

C I T Y O F C H I C A G O
COMMITTEE ON FINANCE
REFUSE REBATE COUNCIL ORDERS--PASSED

MEETING DATE 10/04/2006

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELIGIBLE UNITS	TYPE	AMOUNT OF REBATE	SPONSOR	
CORTLAND TOWERS CONDO. ASSN.	31	ANNUAL	387.00	MANUEL FLORES	01
COSMOPOLITAN LOFTS CONDO ASSN.	47	ANNUAL	3,424.73	MADELINE HAITHCOCK	02
COURTYARD 79TH ST. CONDOMINIUM	18	ANNUAL	1,350.00	FRANK OLIVO	13
CUYLER PARK CONDOMINIUM ASSOC.	25	ANNUAL	1,875.00	HELEN SHILLER	46
DAILY NEWS CONDO ASSOC.	43	ANNUAL	3,225.00	WALTER BURNETT JR.	27
DEARBORN PARK UNIT ONE TOWNHSE	144	ANNUAL	10,800.00	MADELINE HAITHCOCK	02
DEARBORN TERRACE CONDO. ASSN.	16	ANNUAL	1,200.00	BURTON F. NATARUS	42
EDGEWOOD MANOR III	11	ANNUAL	825.00	BRIAN G. DOHERTY	41
EDISON PARKER #2 CONDO ASSN.	12	ANNUAL	900.00	BRIAN G. DOHERTY	41
EDISON PARKER CONDOMINIUM #1	12	ANNUAL	900.00	BRIAN G. DOHERTY	41
ELLIS COOPERATIVE	33	ANNUAL	2,475.00	LESLIE HAIRSTON	05
FIFTEEN-THIRTY NORTH STATE	14	ANNUAL	1,050.00	BURTON F. NATARUS	42
FILM STRIP LOFTS CONDO ASSOC.	14	ANNUAL	1,050.00	THEODORE MATLAK	32
FITCH PARK CONDOMINIUM ASSN.	30	ANNUAL	2,250.00	BERNARD L. STONE	50
FOREST GLEN CONDO. ASSN.	6	ANNUAL	450.00	MARGARET LAURINO	39
FREMONT PLACE ROWHOUSES ASSN.	21	SEMI-ANNUAL	787.50	HELEN SHILLER	46
FRIENDLY VILLAGE #2	18	ANNUAL	1,350.00	BRIAN G. DOHERTY	41
FRIENDLY VILLAGE #3 CONDO	12	ANNUAL	900.00	BRIAN G. DOHERTY	41
FULLERTON-GENEVA CONDO. ASSN.	18	ANNUAL	1,350.00	VI DALEY	43
GALEWOOD NORTH CONDOMINIUMS	12	ANNUAL	900.00	WILLIAM JP BANKS	36
GALLERY CONDOMINIUM ASSN.	16	ANNUAL	1,200.00	GINGER RUGAI	19
GARFIELD RIDGE CONDO. ASSN.	12	ANNUAL	900.00	MICHAEL R. ZALEWSKI	23
GASLIGHT VILLAGE CONDO ASSN.	81	ANNUAL	6,075.00	THOMAS TUNNEY	44
GENESIS II HOUSING COOPERATIVE	27	ANNUAL	2,025.00	LESLIE HAIRSTON	05
GIDDINGS CORNER CONDO ASSOC.	12	ANNUAL	900.00	EUGENE C. SCHULTER	47
GIDDINGS PLACE CONDOMINIUM	8	ANNUAL	600.00	EUGENE C. SCHULTER	47
GLENMONT COURT CONDO. ASSN.	24	ANNUAL	1,800.00	BRIAN G. DOHERTY	41
GLENWOOD CONDO. ASSOC.	17	ANNUAL	1,275.00	MARY ANN SMITH	48
GRACELAND TERRACE CONDO	40	ANNUAL	2,578.78	HELEN SHILLER	46
GRANVILLE GARDENS CONDO ASSOC.	17	ANNUAL	1,275.00	PATRICK J O'CONNOR	40
GRANVILLE TERRACE MUTUAL TRUST	116	ANNUAL	8,700.00	PATRICK J O'CONNOR	40
GREENWOOD CONDOMINIUM	6	ANNUAL	450.00	TONI PRECKWINKLE	04
HALE PARK PLACE CONDO ASSOC.	24	ANNUAL	1,800.00	MICHAEL R. ZALEWSKI	23
HEDGEROW CONDOMINIUMS	56	ANNUAL	3,301.65	LESLIE HAIRSTON	05
HEDMAN LOFTS CONDO. ASS'N.	14	ANNUAL	1,050.00	VI DALEY	43
HIGGINS MANOR CONDOMINIUM	8	ANNUAL	600.00	BRIAN G. DOHERTY	41
HORIZON HOUSE CONDO. ASSOC	112	ANNUAL	8,400.00	MARY ANN SMITH	48
INDIGO LOFTS CONDO. ASSOC.	21	ANNUAL	1,575.00	MANUEL FLORES	01
INNISBROOK CONDO ASSOC. #5	54	ANNUAL	4,050.00	BRIAN G. DOHERTY	41
JACKSON COURT APARTMENTS	27	ANNUAL	2,025.00	LESLIE HAIRSTON	05
JACKSON TOWERS CONDOMINIUM	72	ANNUAL	3,646.00	LESLIE HAIRSTON	05
JARVIS ON THE LAKE CONDOMINIUM	92	ANNUAL	4,642.55	JOE MOORE	49
JEFFERSON SQUARE CONDO ASSN.	21	ANNUAL	1,575.00	PATRICK J. LEVAR	45
KATHLEEN CONDOMINIUM	9	ANNUAL	675.00	BRIAN G. DOHERTY	41

***** SPONSOR *****

CITY OF CHICAGO
COMMITTEE ON FINANCE
REFUSE REBATE COUNCIL ORDERS--PASSED

MEETING DATE 10/04/2006

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELIGIBLE UNITS	TYPE	AMOUNT OF REBATE	SPONSOR	
KEDZIE CONDOMINIUM ASSOCIATION	18	ANNUAL	1,350.00	THOMAS W. MURPHY	18
KENDALE CONDOMINIUM ASSOC.	16	ANNUAL	1,200.00	MARY ANN SMITH	48
KEYSTONE CORNER CONDOMINIUM	6	SEMI-ANNUAL	225.00	ARIEL REBOYRAS	30
LAKE POINT TOWER CONDO. ASSN.	875	ANNUAL	65,625.00	BURTON F. NATARUS	42
LAKE TERRACE TOWNHOME OWNERS'	42	ANNUAL	3,150.00	JOE MOORE	49
LAWDALE PLACE CONDO ASSN.	13	ANNUAL	975.00	MARGARET LAURINO	39
LE SOLEIL CONDOMINIUM ASSOC.	7	ANNUAL	525.00	EUGENE C. SCHULTER	47
LENA ANN CONDO ASSOCIATION	6	ANNUAL	450.00	HELEN SHILLER	46
LILL STREET CONDO. ASSOC.	14	ANNUAL	1,050.00	THEODORE MATLAK	32
LINCOLN SQUARE CONDO ASSOC.	14	ANNUAL	1,050.00	PATRICK J O'CONNOR	40
LISHORE CONDO. ASS'N., PHASE II	12	ANNUAL	900.00	MICHAEL R. ZALEWSKI	23
LOFTS OF HONORE CONDO. ASSN.	14	ANNUAL	1,050.00	MANUEL FLORES	01
LOFTWORKS ON WELLS	12	ANNUAL	900.00	BURTON F. NATARUS	42
LOGAN SQUARE COURT CONDO. ASSN.	8	ANNUAL	537.00	REY COLON	35
MADISON MANOR	18	ANNUAL	1,350.00	WALTER BURNETT JR.	27
MADISON STREET TOWNHOMES	19	ANNUAL	1,425.00	WALTER BURNETT JR.	27
MAGNOLIA STREET CONDO ASSOC.	7	ANNUAL	525.00	HELEN SHILLER	46
MALIBU EAST CONDO. ASSOCIATION	499	ANNUAL	29,990.92	MARY ANN SMITH	48
MANOR COURT CONDO. ASSN.	6	ANNUAL	450.00	MICHAEL R. ZALEWSKI	23
MAP FACTORY CONDOMINIUM ASSOC.	40	ANNUAL	3,000.00	PATRICK J O'CONNOR	40
MASON MANOR CONDOMINIUM	35	ANNUAL	2,625.00	BRIAN G. DOHERTY	32
MAUD COURT HOMEOWNERS ASSN.	16	ANNUAL	1,200.00	THEODORE MATLAK	46
MELBA CONDOMINIUM ASSOCIATION	16	ANNUAL	1,200.00	HELEN SHILLER	44
MELROSE COMMONS CONDOMINIUM	16	ANNUAL	1,200.00	THOMAS TUNNEY	05
MIDWAY APARTMENT BUILDING CORP		ADJUSTMENT	754.00	LESLIE HAIRSTON	13
MIDWAY CONDO. ASSOCIATION #1	6	ANNUAL	450.00	FRANK OLIVO	46
MONTROSE HARBOR CONDOMINIUM	6	ANNUAL	450.00	HELEN SHILLER	46
MONTROSE MANOR CONDOMINIUM	6	ANNUAL	450.00	RICHARD F. MELL	33
MOZART TERRACE CONDO ASSOC	15	ANNUAL	1,125.00	BERNARD L. STONE	50
NEWBERRY MANSION, INC	6	ANNUAL	450.00	BURTON F. NATARUS	42
NORTH ODELL CONDOMINIUM ASSN.	8	ANNUAL	600.00	BRIAN G. DOHERTY	41
NORTHWEST POINT CONDOMINIUMS	30	ANNUAL	2,250.00	BRIAN G. DOHERTY	41
NORTHWEST TERRACE CONDO ASSOC.	34	ANNUAL	2,550.00	BRIAN G. DOHERTY	41
OLD TOWN CONDO. ASSOCIATION	25	SEMI-ANNUAL	321.35	VI DALEY	43
PARK HARBOR CONDO ASSN.	101	SEMI-ANNUAL	3,409.42	HELEN SHILLER	46
PARK PLACE CONDO. ASSN.	6	ANNUAL	450.00	MARY ANN SMITH	48
PARK PLACE CONDOMINIUM II	18	ANNUAL	1,350.00	FRANK OLIVO	13
PARK PLACE III CONDO ASSOC.	18	ANNUAL	1,350.00	FRANK OLIVO	13
PARK PLACE IV CONDO. ASSOC.	18	ANNUAL	1,350.00	FRANK OLIVO	13
PARK PLACE TOWER CONDO ASSOC.	901	ANNUAL	37,432.37	HELEN SHILLER	46
PARK WATERS CONDO ASSOC.	73	ANNUAL	5,475.00	LESLIE HAIRSTON	05
PARKSIDE SQUARE CONDO. ASSOC.	60	ANNUAL	4,233.60	WILLIAM JP BANKS	36
PARKVIEW CONDO ASSOCIATION	11	ANNUAL	636.54	JOE MOORE	49
PARKVIEW EAST CONDO ASSOC. #2	30	SEMI-ANNUAL	1,125.00	BRIAN G. DOHERTY	41
PAULINA CONDOMINIUM ASSOC.	14	ANNUAL	1,050.00	EUGENE C. SCHULTER	47

***** SPONSOR *****

C I T Y O F C H I C A G O
 COMMITTEE ON FINANCE
 REFUSE REBATE COUNCIL ORDERS--PASSED
 MEETING DATE 10/04/2006

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELIGIBLE UNITS	TYPE	AMOUNT OF REBATE	***** SPONSOR *****	*****
PAULINA COURTS CONDO. ASSOC.	17	ANNUAL	1,275.00	EUGENE C. SCHULTER	47
PETERSON PARK ONE CONDO. ASSN.	6	ANNUAL	450.00	BERNARD L. STONE	50
PIANO FACTORY LOFT CONDO.	14	ANNUAL	1,050.00	THEODORE MATLAK	32
PLAZA 32 CONDO ASSOCIATION	129	ANNUAL	5,230.99	THOMAS TUNNEY	44
POINT EAST CONDOMINIUM	50	ANNUAL	3,750.00	BRIAN G. DOHERTY	41
RANDOLPH PLACE RESIDENCES		ADJUSTMENT	497.57	WALTER BURNETT JR	27
RAVENSWOOD COURT CONDO. ASS'N.	28	ANNUAL	2,100.00	EUGENE C. SCHULTER	47
REDGATE CONDOMINIUM ASSOC.	30	ANNUAL	2,250.00	REY COLON	35
REGENCY BALMORAL CONDO ASSOC.	23	ANNUAL	1,725.00	MARY ANN SMITH	48
RITCHIE TOWER CONDOMINIUM	106	ANNUAL	7,950.00	VI DALEY	43
RIVER PARK AT DIVERSEY	61	ANNUAL	4,575.00	MANUEL FLORES	01
ROSCOE VILLAGE LOFTS CONDO.	139	ANNUAL	8,198.67	THEODORE MATLAK	32
ROSEMONT SQUARE CONDO. ASSOC.	22	ANNUAL	1,650.00	MARY ANN SMITH	48
ROYALTON CONDOMINIUM ASSN	6	ANNUAL	450.00	MARY ANN SMITH	48
SANCTUARY ON SUPERIOR CONDO	14	ANNUAL	1,050.00	MANUEL FLORES	01
SCHOOL STREET LOFTS	14	ANNUAL	1,050.00	THOMAS TUNNEY	44
SCHREIBER PARK CONDOMINIUMS	9	ANNUAL	675.00	PATRICK J O'CONNOR	40
SHEFFIELD LILL TOMHOUSE CONDO	20	ANNUAL	1,500.00	VI DALEY	43
SHERIDAN SQUARE CONDO ASSOC	6	ANNUAL	450.00	HELEN SHILLER	46
SIGNATURE SQUARE CONDO. ASSOC.	22	ANNUAL	691.62	PATRICK J O'CONNOR	40
SIXTY THIRTY CONDO ASSOC.	260	ANNUAL	15,758.78	MARY ANN SMITH	48
SKYBOX LOFTS CONDOMINIUM	23	ANNUAL	1,725.00	HELEN SHILLER	46
SOUTH HOMAN CONDO ASSN.	8	ANNUAL	600.00	EDWARD M. BURKE	14
SOUTHWOLD CONDOMINIUM	9	ANNUAL	675.00	TONI PRECKWINKLE	04
SOMEST CONDO ASSN.	11	ANNUAL	825.00	REY COLON	35
ST. WENCESLAUS SQUARE	54	ANNUAL	4,050.00	REY COLON	35
STRATFORD PLACE CONDO.	29	ANNUAL	2,175.00	THOMAS TUNNEY	44
SUTTON HOUSE CONDOS	6	ANNUAL	450.00	HELEN SHILLER	46
TALMAN CONDOMINIUM	13	ANNUAL	975.00	GINGER RUGAI	19
THE BRISTOL CONDOMINIUM	178	ANNUAL	8,824.64	BURTON F. NATARUS	42
THE CASTLE CONDO ASSOCIATION	17	ANNUAL	1,275.00	JOE MOORE	49
THE CONDOMINIUMS OF LINDEN PL.	12	ANNUAL	900.00	REY COLON	35
THE GRACELAND	14	SEMI-ANNUAL	375.08	EUGENE C. SCHULTER	47
THE NORTH PARK CONDO ASSOC.	30	ANNUAL	2,250.00	VI DALEY	43
THE PARKSHORE ASSOCIATED	115	ANNUAL	6,247.71	LESLIE HAIRSTON	05
THE 1115 SOUTH PLYMOUTH COURT	73	ANNUAL	5,475.00	MADELINE HAITHCOCK	02
THE 3500 CLUB TOMNHOMES	34	ANNUAL	2,550.00	REY COLON	35
THORNDALE CONDO. ASSN.	6	ANNUAL	450.00	MARY ANN SMITH	48
THORNDALE PARK CONDO. ASS'N.	6	ANNUAL	450.00	MARY ANN SMITH	48
TOWER VIEW CONDO ASSN	12	ANNUAL	900.00	VI DALEY	43
UNIVERSITY PARK CONDOMINIUM	540	ANNUAL	29,120.25	LESLIE HAIRSTON	05
UNIVERSITY PARK ON THE RIVER	19	ANNUAL	1,425.00	RICHARD F. MELL	33
VANDERPOELWOOD CONDO ASSOC.	24	ANNUAL	1,800.00	GINGER RUGAI	19
VEDADO CONDOMINIUM ASSOC.	28	ANNUAL	1,495.56	THEODORE MATLAK	32
VILLA BONITA CONDO. ASSN.	7	ANNUAL	525.00	MARY ANN SMITH	48

CITY OF CHICAGO
 COMMITTEE ON FINANCE
 REFUSE REBATE COUNCIL ORDERS---PASSED
 MEETING DATE 10/04/2006

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELIGIBLE UNITS	TYPE	AMOUNT OF REBATE	***** SPONSOR *****	
VILLA THERESE CONDO. ASSN.	29	ANNUAL	2,175.00	THOMAS W. MURPHY	18
VILLAGE LANE CONDO ASSOC.	18	ANNUAL	1,350.00	GINGER RUGAI	19
VOLTA TERRACE CONDO ASSOC.	22	ANNUAL	1,650.00	MARGARET LAURIND	39
WABASH FLATS CONDOMINIUM ASSN.	26	ANNUAL	1,950.00	MADELINE HAITHCOCK	02
WATERFORD CONDO ASSOC., INC.	252	ANNUAL	8,140.35	HELEN SHILLER	46
WELLINGTON MANOR CONDO. ASSN.	12	ANNUAL	900.00	THOMAS TUNNEY	44
WEST ALTGELD CONDO ASSOC.	11	ANNUAL	825.00	THEODORE MATLAK	32
WEST BURTON PLACE CORP.	12	ANNUAL	900.00	VI DALEY	43
WEST EDGEWATER CONDO. ASSN.	6	ANNUAL	450.00	MARY ANN SMITH	48
WEST WELLINGTON CONDO ASSOC.	6	ANNUAL	450.00	THOMAS TUNNEY	44
WILLOW CRT. HOMEOWNERS ASSOC.	56	ANNUAL	4,200.00	THEODORE MATLAK	32
WIMBLEDON COURT #1 CONDO. ASSN	6	ANNUAL	450.00	MICHAEL R. ZALEWSKI	23
WIN-BEACH CONDO ASSOCIATION	6	ANNUAL	450.00	MARY ANN SMITH	48
WINSTON TOWERS I ASSOCIATION	195	ANNUAL	11,627.72	BERNARD L. STONE	50
WINTHROP CONDOMINIUM ASSN	7	ANNUAL	525.00	MARY ANN SMITH	48
WISTERIA LODGE CONDO ASSOC.	9	ANNUAL	675.00	JOE MOORE	49
WOLCOTT MANOR	20	SEMI-ANNUAL	246.00	EUGENE C. SCHULTER	47
WRIGLEYVIEW VILLAGE CONDO ASSN	38	ANNUAL	2,850.00	THOMAS TUNNEY	44
11 N. GREEN CONDO. ASSOC.	12	ANNUAL	900.00	WALTER BURNETT JR.	27
1111 W. MADISON ST. CONDO ASSN	21	ANNUAL	1,575.00	MADELINE HAITHCOCK	02
1133 CORNELIA LOFTS CONDO. ASSN	9	ANNUAL	675.00	THOMAS TUNNEY	44
1252-54 W. WINDNA CONDO ASSN	6	ANNUAL	450.00	HELEN SHILLER	46
1300 LAKE SHORE DRIVE CONDO	151	ANNUAL	10,948.71	VI DALEY	43
1319-21 W. ARDMORE CONDO. ASSO	6	ANNUAL	450.00	MARY ANN SMITH	48
1334 W. WEBSTER AVE. CONDO	10	ANNUAL	750.00	THEODORE MATLAK	32
1404 ESTES CONDO. ASSOC.	15	ANNUAL	683.80	JOE MOORE	49
1407-09 W. ELMDALE CONDO. ASS'N	6	ANNUAL	450.00	EUGENE C. SCHULTER	47
1412 W. CUYLER CONDO. ASSOC.	6	ANNUAL	450.00	JOE MOORE	49
1434-36 W. PRATT CONDO. ASSN.	6	ANNUAL	450.00	HELEN SHILLER	46
1445-47 W. WINDNA CONDO ASSN.	6	ANNUAL	450.00	MARY ANN SMITH	48
1465-67 CATALPA CONDOMINIUM	6	ANNUAL	450.00	EUGENE C. SCHULTER	47
1466 WEST WARNER CONDO ASSOC.	6	ANNUAL	4,275.00	VI DALEY	43
1500 LAKE SHORE DRIVE BUILDING	57	ANNUAL	600.00	VI DALEY	43
1503-05 N. MOHAWK CONDO ASSN	8	ANNUAL	3,900.00	MADELINE HAITHCOCK	02
1515 S. MICHIGAN CONDOMINIUM	52	ANNUAL	345.00	MANUEL FLORES	01
1517-21-N. PAULINA CONDO ASSN	12	ANNUAL	450.00	VI DALEY	43
1621 W. NORTH AVENUE CONDOS	6	ANNUAL	750.00	VI DALEY	43
1640-48 NORTH BURLING CONDO.	10	ANNUAL	225.00	JOE MOORE	49
1754-56 W. WALLEN CONDO. ASSN.	6	SEMI-ANNUAL	600.00	VI DALEY	43
1807-11 NORTH ORLEANS CONDO.	8	ANNUAL	750.00	VI DALEY	43
1914-16 SHEFFIELD CONDOS	10	ANNUAL	1,302.00	WILLIAM JP BANKS	36
2016-18 W. GREENLEAF LANE	19	ANNUAL	2,475.00	BURTON F. NATARUS	42
2127-31-35 HARLEM AVE CONDO.	33	ANNUAL	2,325.00	BURTON F. NATARUS	42
219 EAST LAKE SHORE DR. CONDO	31	ANNUAL	8,433.13	BURTON F. NATARUS	42
230 E. ONTARIO CONDO. ASSN.	144	ANNUAL			

CITY OF CHICAGO
 COMMITTEE ON FINANCE
 REFUSE REBATE COUNCIL ORDERS---PASSED
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CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELIGIBLE UNITS	TYPE	AMOUNT OF REBATE	***** SPONSOR *****	*****
2336 N. COMMONWEALTH CONDO.	48	ANNUAL	3,600.00	VI DALEY	43
2425-2429 W. FOSTER CONDO ASSN	6	ANNUAL	450.00	PATRICK J D'CONNOR	40
2440-2448 W. HARRISON CONDO.	20	ANNUAL	1,500.00	MADELINE HAITHCOCK	02
2634 N. FAIRFIELD CONDO ASSN.	8	ANNUAL	600.00	REY COLON	35
2671 N. LINCOLN CONDO. ASSOC.	9	ANNUAL	500.00	THEODORE MATLAK	32
3110 N. SHERIDAN ROAD CONDO.	108	ANNUAL	8,100.00	THOMAS TUNNEY	44
33 W HURON CONDOMINIUMS	67	ANNUAL	5,025.00	BURTON F NATARUS	42
3301 N. RIDGEWAY CONDO. ASSN.	12	ANNUAL	185.40	ARIEL REBOYRAS	30
333 S. DESPLAINES CONDO. ASSN.	75	ANNUAL	3,934.19	MADELINE HAITHCOCK	02
336 WELLINGTON CONDO. ASSN.	120	ANNUAL	7,336.88	THOMAS TUNNEY	44
3430-32 N. ASHLAND CONDO ASSN.	8	ANNUAL	600.00	THEODORE MATLAK	32
3717 N. WILTON CONDO ASSOC.	5	ANNUAL	600.00	THEODORE MATLAK	32
3821 N. NARRAGANSETT CONDO.	9	ANNUAL	375.00	THOMAS TUNNEY	44
3853 NARAGANSETT CONDOMINIUM	8	ANNUAL	675.00	THOMAS ALLEN	38
3950 NORTH LAKE SHORE DRIVE	660	ANNUAL	600.00	THOMAS ALLEN	38
401 WEBSTER CONDO. ASSOC.	36	ANNUAL	38,275.50	HELEN SHILLER	46
416 WEST GRANT PLACE ELYSIAN	10	ANNUAL	1,908.00	VI DALEY	43
421 OAKDALE AVENUE CONDO. ASSN	6	ANNUAL	750.00	VI DALEY	43
424-28 WEST WELLINGTON ASSN.	6	ANNUAL	450.00	THOMAS TUNNEY	44
426 BARRY CONDOMINIUM ASSN.	6	ANNUAL	450.00	THOMAS TUNNEY	44
433 N. WELLS CONDOMINIUM ASSN.	51	ANNUAL	3,825.00	THOMAS TUNNEY	44
4416 N. HARDING CONDO. ASSOC.	10	ANNUAL	750.00	BURTON F. NATARUS	42
4445 N. PAULINA CONDO ASSOC.	9	ANNUAL	675.00	MARGARET LAURINDO	39
4861-63 N. WINTHROP CONDO ASSN	17	ANNUAL	1,275.00	EUGENE C. SCHULTER	47
5000 CORNELL CONDOMINIUM ASSN.	6	ANNUAL	450.00	HELEN SHILLER	46
5115-17 UNIVERSITY AVE. CONDO	77	ANNUAL	5,775.00	TONI PRECKWINKLE	04
5328-30 HYDE PARK CONDO. ASSOC	6	ANNUAL	450.00	TONI PRECKWINKLE	04
5340-44 HYDE PARK CONDOMINIUM	6	ANNUAL	450.00	LESLIE HAIRSTON	05
537-545 W. ROSCOE CONDO ASSN.	12	ANNUAL	900.00	LESLIE HAIRSTON	05
5401 HYDE PARK CONDOMINIUM	26	ANNUAL	1,950.00	THOMAS TUNNEY	44
5404-06 N. GLENWOOD CONDO.	150	ANNUAL	11,250.00	BURTON F. NATARUS	42
5419 S. MASSASOIT CONDO. ASSN.	78	ANNUAL	4,781.20	LESLIE HAIRSTON	05
5445-55 N. CALIFORNIA CONDO	6	ANNUAL	450.00	MARY ANN SMITH	48
5453-55 N. KENMORE CONDO. ASSN.	11	ANNUAL	825.00	MARY ANN SMITH	48
55 EAST ERIE CONDOMINIUM ASSN.	10	ANNUAL	1,425.00	JDE MOORE	23
5515-17 SOUTH HYDE PARK BLVD.	193	ANNUAL	11,581.59	MARY ANN SMITH	48
5640 N. KENMORE CONDO. ASSN.	6	ANNUAL	750.00	BURTON F. NATARUS	42
5722 N. WINTHROP AVE CONDO	8	ANNUAL	450.00	LESLIE HAIRSTON	05
5757 N. SHERIDAN RD. CONDO.	8	ANNUAL	600.00	MARY ANN SMITH	48
5916-20 N. ODELL CONDO ASSN	171	ANNUAL	12,825.00	MARY ANN SMITH	48
5935 N. ODELL CONDO ASSOC.	22	ANNUAL	1,650.00	BRIAN G. DOHERTY	41
6118 N. SHERIDAN ROAD CONDO.	11	ANNUAL	825.00	BRIAN G. DOHERTY	41
619 STRATFORD PLACE CONDO. ASSN	114	ANNUAL	8,550.00	MARY ANN SMITH	48
	24	ANNUAL	1,800.00	THOMAS TUNNEY	44

C I T Y O F C H I C A G O
COMMITTEE ON FINANCE
REFUSE REBATE COUNCIL ORDERS--PASSED

MEETING DATE 10/04/2006

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELIGIBLE UNITS	TYPE	AMOUNT OF REBATE	***** SPONSOR *****	*****
6217-19 MAGNOLIA ASSN.	6	ANNUAL	450.00	MARY ANN SMITH	48
6221-23 N. MAGNOLIA CONDO.	6	ANNUAL	450.00	MARY ANN SMITH	48
6225 N. KENMORE CONDO. ASSOC	6	ANNUAL	450.00	MARY ANN SMITH	48
6251-53 N. GLENWOOD CONDO	6	SEMI-ANNUAL	225.00	MARY ANN SMITH	48
636 BUCKINGHAM CONDOMINIUM	7	ANNUAL	525.00	THOMAS TUNNEY	44
659 W. ALDINE CONDO. ASSN.	9	ANNUAL	675.00	THOMAS TUNNEY	44
6700 W. 64TH PLACE ASSOCIATION	6	ANNUAL	450.00	MICHAEL R. ZALEWSKI	23
6963-69 N. ASHLAND CONDO ASSN	18	ANNUAL	1,350.00	JOE MOORE	49
7 S. ABERDEEN CONDO. ASSOC.	6	ANNUAL	450.00	MADELINE HAITHCOCK	02
7058-60 N. GREENVIEW CONDO	6	ANNUAL	450.00	JOE MOORE	49
707 JUNIOR TERRACE CONDO. ASSN	15	ANNUAL	1,125.00	HELEN SHILLER	46
711 W. GORDON TERRACE CONDO.	95	ANNUAL	7,125.00	HELEN SHILLER	46
7200 N. RIDGE AVE CONDO ASSOC	38	ANNUAL	2,850.00	JOE MOORE	49
7206-08 SOUTH YATES CONDO	6	ANNUAL	450.00	WILLIAM M. BEAVERS	07
7401 SHERIDAN CONDO ASSOC.	8	ANNUAL	600.00	JOE MOORE	49
7406-08 CLAREMONT CONDO ASSN.	6	ANNUAL	450.00	JOE MOORE	49
744 GORDON TERRACE CONDO. ASSN.	34	ANNUAL	2,369.68	HELEN SHILLER	46
7524 RIDGE BUILDING CORP.	6	ANNUAL	352.65	JOE MOORE	49
800 W. CORNELIA CONDO ASSOC.	26	ANNUAL	1,950.00	THOMAS TUNNEY	44
823-825 GUNNISON CONDO ASSOC.	6	ANNUAL	450.00	MARY ANN SMITH	48
833-35 BUCKINGHAM CONDO ASSOC.	8	ANNUAL	600.00	THOMAS TUNNEY	44
8343-45 SOUTH KING DRIVE CONDO	22	ANNUAL	1,242.00	FREDDRENNNA LYLE	06
840-842 BUCKINGHAM PLACE	7	ANNUAL	525.00	THOMAS TUNNEY	44
844 W. FULLERTON LANDMARK	5	ANNUAL	375.00	VI DALEY	43
8734 W. SUMMERDALE CONDOMINIUM	6	ANNUAL	450.00	BRIAN G. DOHERTY	41
901 SOUTH PLYMOUTH COURT	120	ANNUAL	9,000.00	MADELINE HAITHCOCK	02
909-11 W. GUNNISON, INC.	6	ANNUAL	450.00	MARY ANN SMITH	48
915-17 W. GUNNISON STREET	6	ANNUAL	450.00	MARY ANN SMITH	48
938-40 W. CARMEN AVENUE CONDO.	6	ANNUAL	450.00	MARY ANN SMITH	48
939-41 W. WINDONA CONDO ASSN.	6	ANNUAL	450.00	MARY ANN SMITH	48

AUTHORIZATION FOR PAYMENT OF SENIOR
CITIZENS SEWER REBATE CLAIMS.

The Committee on Finance submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order authorizing the payment of senior citizen sewer rebate claims, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 47.

Nays -- None.

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

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to pay the following named claimants the respective amounts set opposite their names, said amounts to be paid in full as follows and charged to Account Number 314-99-4415-9148-0938:

[List of claimants printed on pages 86690
through 86691 of this *Journal*.]

COMMITTEE ON FINANCE
SMALL CLAIMS, CITY OF CHICAGO
SEWER REBATE JOURNAL

NAME	PIN NUMBER	ALDERMAN	AMOUNT
ADAM, STEPHANIE M.	19-19-209-045-1004	23 ZALEWSKI	50.00
ARANDULO, EDITA	14-05-215-015-1095	48 SMITH	50.00
ASHFORD, BEVERLY A.	14-16-305-021-1046	46 SHILLER	50.00
BRAUDE, NORMA M.	10-36-119-003-1121	50 STONE	50.00
BROWN, NANCY H.	14-33-208-028-1139	43 DALEY	50.00
CAMPANA, LOUIS P.	19-27-401-038-1212	13 OLIVIO	50.00
COHEN, TAUDÉE	14-28-207-004-1396	44 TUNNEY	50.00
DALY, JAMES F.	17-03-200-063-1175	42 NATARUS	50.00
DIACCI, MARIA	19-08-424-138-1001	23 ZALEWSKI	50.00
DICKSON, BETTY	20-14-202-076-1410	05 HAIRSTON	50.00
DBLIN, FLORENCE K.	14-05-215-015-1051	48 SMITH	50.00
DOMALEK, PETER J.	14-16-305-021-1054	46 SHILLER	50.00
ESBITT, MURTON	17-04-216-064-1038	42 NATARUS	50.00
FARACI, VICTOR C.	17-03-108-017-1324	43 DALEY	50.00
FARKAS, MARTIN J.	17-10-401-005-1414	42 NATARUS	50.00
FEDORCA, ANA	14-08-414-038-0000	46 SHILLER	50.00
GENUALDI, MARIE	14-08-408-029-0000	48 SMITH	50.00
GERDICH, DANIEL	17-04-216-064-1487	42 NATARUS	50.00
GREEN, L.M.	20-34-413-024-0000	06 LYLE	50.00
GUINNESS, ELIZABETH J.	14-08-408-029-0000	48 SMITH	50.00
HALL, BARBARA J.	20-14-200-035-1002	05 HAIRSTON	50.00
HAMILTON, FLORENCE	13-02-300-006-1012	39 LAURINO	50.00
HARRISON, ETHEL	17-03-202-063-1131	42 NATARUS	50.00
HARRISON, MARY K.	14-05-407-017-1058	48 SMITH	50.00
HERBERT, JENNIE V.	20-36-121-016-0000	08 STRÖGER	50.00
HILLIGOSS, MARLENE	14-08-203-001-0000	48 SMITH	50.00
HODAPP, PHILIP H.	10-36-206-025-0000	50 STONE	50.00
HORNITZ, REVA	20-12-108-039-1098	04 PRECKWINKLE	50.00
KUSHNIK, ROBERT J.	14-05-407-017-1486	48 SMITH	50.00
LEBLANC, WANDA M.	20-34-413-024-0000	06 LYLE	50.00
LEONARDI, VINCENT J.	13-18-409-074-1064	38 ALLEN	50.00
LEVINE, BARUCH	17-03-114-003-1006	43 DALEY	50.00
MCDONALD, PINKY	20-21-426-046-0000	06 LYLE	50.00
NETZGER, ELAINE C.	13-18-410-032-1007	38 ALLEN	50.00
NICALETTI, PATRICIA	14-28-318-077-1107	43 DALEY	50.00
MONTGOMERY, BOBBY	20-34-413-024-0000	06 LYLE	50.00
O'HALLEY, MARTIN J.	13-18-409-074-1080	38 ALLEN	50.00
OLSZEWSKI, LORETTA	13-18-410-034-1025	38 ALLEN	50.00
PATINKIN, ROSALIE	17-03-114-003-1023	43 DALEY	50.00
PLASS, BEATRICE G.	10-36-100-015-1037	50 STONE	50.00
POLONETZKY, NIMI	10-36-120-003-1127	50 STONE	50.00
POLONETZKY, NIMI	10-36-120-003-1127	50 STONE	50.00
POLONETZKY, NIMI	10-36-120-003-1127	50 STONE	50.00
POLONETZKY, NIMI	10-36-120-003-1127	50 STONE	50.00
POLONETZKY, NIMI	10-36-120-003-1127	50 STONE	50.00
POLONETZKY, NIMI	10-36-120-003-1127	50 STONE	50.00
POLONETZKY, NIMI	10-36-120-003-1127	50 STONE	50.00
POPE, MILDRED M.	14-21-305-030-1147	46 SHILLER	50.00
RATARAC, DUKE AND ANKICA	12-11-115-022-1030	41 DONERTY	50.00
REICH, PHILLIP I.	14-05-215-015-1151	48 SMITH	50.00
RIAL, CONSTANCE	17-03-220-020-1435	42 NATARUS	50.00

COMMITTEE ON FINANCE
SMALL CLAIMS, CITY OF CHICAGO
SEWER REBATE JOURNAL

NAME	PIN NUMBER	ALDERMAN	AMOUNT
ROMAN, FLORENCE	14-18-204-025-0000	39 LAURINO	50.00
RODNEY, EDWARD J.	17-10-401-005-1499	42 NATARUS	50.00
ROSENBERG, ADELE	17-10-200-068-1195	42 NATARUS	50.00
ROSENBERG, SELMA	10-36-120-003-7100	50 STONE	50.00
ROSENBLUM, JENNY	10-36-100-015-1102	50 STONE	50.00
ROSENBLUM, LOUIS	17-03-105-010-0000	43 DALEY	50.00
ROME, JACK G.	13-18-409-074-1066	38 ALLEN	50.00
SCHEFFLER, MARIAM E.	17-03-208-021-1090	42 NATARUS	50.00
SHELDON, CAROL	17-04-207-086-1221	42 NATARUS	50.00
STEIDER, ENRIQUE	17-03-202-063-1040	42 NATARUS	50.00
STEWART, IJETTA	20-23-124-019-0000	05 HAIRSTON	50.00
STOCKTON, GRETA L	20-12-108-039-1095	04 PRECKWINKLE	50.00
SUSMAN, DOLORES	17-04-210-027-1028	42 NATARUS	50.00
SUTER, LILLIAN	13-09-328-059-1001	45 LEVAR	50.00
SUTER, LILLIAN	13-09-328-059-1001	45 LEVAR	50.00
SUTER, LILLIAN	13-09-328-059-1001	45 LEVAR	50.00
SUTER, LILLIAN	13-09-328-059-1001	45 LEVAR	50.00
TURNER, FRANCES	25-11-300-036-0000	08 STROGER	50.00
TURNER, FRANCES	25-11-300-036-0000	08 STROGER	50.00
WALD, NANCY L	17-03-101-028-1002	43 DALEY	50.00
WALLACE, JERRY	10-36-119-003-1114	50 STONE	50.00
WATSON, JESSIE	14-21-305-030-1059	46 SHILLER	50.00
WEIS, WESLEY A.	13-16-170-451-1031	45 LEVAR	50.00
WHITLEY, GEORGE & OLIVE K.	20-12-103-010-1037	04 PRECKWINKLE	50.00
YATSUSHIRO, KENJI	13-18-411-005-1039	38 ALLEN	50.00
YATSUSHIRO, KENJI	13-18-411-005-1039	38 ALLEN	50.00
YATSUSHIRO, KENJI	13-18-411-005-1039	38 ALLEN	50.00
YATSUSHIRO, KENJI	13-18-411-005-1039	38 ALLEN	50.00
YATSUSHIRO, KENJI	13-18-411-005-1039	38 ALLEN	50.00
YATSUSHIRO, KENJI	13-18-411-005-1039	38 ALLEN	50.00
YATSUSHIRO, KENJI	13-18-411-005-1039	38 ALLEN	50.00
ZIDNTZ, SYLVIA	20-12-108-039-1075	04 PRECKWINKLE	50.00

APPROVAL OF APPLICATION FOR CITY OF CHICAGO
CHARITABLE SOLICITATION (TAG DAY) PERMIT.

The Committee on Finance submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order authorizing one application for a City of Chicago charitable solicitation (tag day) permit, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyas, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 47.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Committee on Finance is hereby authorized and directed to issue a charitable solicitation (tag day) permit to the following organization:

DialogueDirect, Inc.
October 7, 2006 through September 30, 2007 -- citywide.

This order shall take effect and be in force from and after its passage.

Do Not Pass -- SUNDRY CLAIMS
FOR VARIOUS REFUNDS.

The Committee on Finance submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Finance, Small Claims Division, to which was referred on December 1, 2004 and on subsequent dates, sundry claims as follows:

Barnes, Brian and Country Insurance

Bauldrick, Walter

Bowen, Jefferey

Camarillo, Prizco

Causby, Yolanda and State Farm Insurance

Chodniewicz, Adam

Cocom, Deanna

Feliciano, Inocencia

Hapke, Maria

Henderson, Derrick and State Farm Insurance

Hoffman, Harold

Lambesis, Christopher

Manriquez, Kathy Ann

Marzec, Leokadia

Miller, Adam

Nabeta, Shigeo

Ogundiran, Adeniyi

Outlaw, Corey

Pavlik, Jeffrey, Farmers Insurance

Robinson, Jewel M.

Scales, Lisa

Scheck, Jenni

Sertich, James

Shutman, Sylvia

South Perk, L.L.C.

Strand, Peter and Ohio Casualty Group

Stubblefield, Benny and State Farm Insurance Company

Vargas, Ernesto Jr. and American Standard Insurance

Walker, Ann Maree and Insurance Claims

Walker, Ida

Wenning, Sarah

Wrobel, Alan,

having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Do Not Pass* said claims for payment.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schuler, Stone -- 47.

Nays -- None.

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

Placed On File -- REPORT OF SETTLEMENT OF
SUITS AGAINST CITY DURING MONTH
OF AUGUST, 2006.

The Committee on Finance submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a list of cases in which judgements were entered or cases settled during the month of August, 2006, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Place on File* the list of cases transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* and said communication and report were *Placed on File*.

**COMMITTEE ON THE BUDGET AND
GOVERNMENT OPERATIONS.**

**AUTHORIZATION FOR SUPPLEMENTAL APPROPRIATION AND
AMENDMENT TO YEAR 2006 ANNUAL APPROPRIATION
ORDINANCE WITHIN FUND 925 TO PROVIDE GRANT
AWARDS TO VARIOUS MUNICIPAL AGENCIES.**

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing a supplemental appropriation and an amendment to the Year 2006 Annual Appropriation Ordinance necessary to reflect

an increase in the amount of funds received from federal, state, and/or private agencies and having been presented with a proposed substitute ordinance by the Office of Budget and Management, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Annual Appropriation Ordinance for the year 2006 of the City of Chicago (the "City") contains estimates of revenues receivable as grants from agencies of the state and federal governments and public and private agencies; and

WHEREAS, In accordance with Section 8 of the Annual Appropriation Ordinance, the heads of various departments and agencies of the City have applied to agencies of the state and federal governments and public and private agencies for grants to the City for various purposes; and

WHEREAS, The amount of grant funds awarded to the City by these entities for specific grant programs has exceeded the amount of revenues estimated from those sources; and

WHEREAS, It is beneficial to the City to appropriate such additional revenues; and

WHEREAS, The City through its Department of Public Health ("Health") has been awarded additional state grant funds in the amount of Six Hundred Seventy-eight Thousand Dollars (\$678,000) by the Illinois Department of Public Health ("I.D.P.H.") which shall be used for the Local Basic Health Protection program; and

WHEREAS, The City through Health has been awarded private grant funds in the amount of Ten Thousand Dollars (\$10,000) by V & V Management, Veselko Leko and Vinko which shall be used to conduct an environmental quality assessment of lead in dust emissions at twenty (20) demolition sites of single-family housing in the City as part of the Supplemental Environment Project; and

WHEREAS, The City through Health has been awarded federal grant funds in the amount of Four Million Dollars (\$4,000,000) by the United States Department of Housing and Urban Development ("H.U.D.") which shall be used for the Lead-Based Hazard Reduction Demonstration program; and

WHEREAS, The City through Health has been awarded additional federal grant funds in the amount of Seven Hundred Forty-five Thousand Dollars (\$745,000) by the United States Department of Health and Human Services, Health Resources and Services Administration which shall be used for the Ryan White CARE Act Title I program; and

WHEREAS, The City through Health has been awarded federal grant funds in the amount of Two Hundred Fifty-five Thousand Dollars (\$255,000) by the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration which shall be used for the Minority Substance Abuse, HIV and Hepatitis Strategic Prevention program; and

WHEREAS, The City through Health has been awarded additional federal grant funds in the amount of Twenty-one Thousand Dollars (\$21,000) by the Illinois Criminal Justice Information Authority which shall be used for Services to Victims of Domestic Violence program; and

WHEREAS, The City through Health has been awarded additional state grant funds in the amount of Two Thousand Dollars (\$2,000) by the Illinois Department of Human Services ("I.D.H.S.") which shall be used for the All Our Kids Early Childhood Networks (formerly Birth to Three Assurance Networks) program; and

WHEREAS, The City through Health has been awarded additional state grant funds in the amount of Two Hundred Twenty-two Thousand Dollars (\$222,000) by I.D.H.S. which shall be used for the Women, Infants and Children Nutrition (W.I.C.) program; and

WHEREAS, The City through Health has been awarded additional state grant funds in the amount of Seventy-one Thousand Dollars (\$71,000) by I.D.H.S. which shall be used for the Targeted Intensive Prenatal Case Management program; and

WHEREAS, The City through Health has been awarded federal grant funds in the amount of Two Hundred Fifty Thousand Dollars (\$250,000) by the Chicago Housing Authority which shall be used for the Substance Abuse Assessment program; and

WHEREAS, The City through Health has been awarded state grant funds in the amount of Twenty-one Thousand Dollars (\$21,000) by the I.D.P.H. which shall be used for the Death Certificate Surcharge Fund project; and

WHEREAS, The City through Health has been awarded grant funds in the amount of One Hundred Thirty-two Thousand Dollars (\$132,000) by I.D.P.H. which shall be used for the Vector Control Program; and

WHEREAS, The City through Health has been awarded additional federal grant funds in the amount of Forty-nine Thousand Dollars (\$49,000) by I.D.H.S. which shall be used for the Illinois Breast and Cervical Cancer Program; and

WHEREAS, The City through its Department on Aging ("Aging") has been awarded additional state grant funds in the amount of Three Hundred Fifty Thousand Dollars (\$350,000) by the Illinois Department on Aging ("I.D.O.A.") which shall be used for the 2006/2007 Elder Abuse and Neglect Program; and

WHEREAS, The City through Aging has been awarded additional state grant funds in the amount of Two Hundred Fifty Thousand Dollars (\$250,000) by I.D.O. A. which shall be used for the Elder Abuse and Neglect 2006 project; and

WHEREAS, The City through its Department of Human Services ("D.H.S.") has been awarded additional federal grant funds in the amount of Two Million Nine Hundred Thirty-six Thousand Dollars (\$2,936,000) by H.U.D. which shall be used for the Shelter Plus Care Program Year 2001; and

WHEREAS, The City through D.H.S. has been awarded additional federal grant funds in the amount of One Million Nine Hundred Ninety-five Thousand Dollars (\$1,995,000) by H.U.D. which shall be used for the Shelter Plus Care Program Year 2003; and

WHEREAS, The City through its Department of Police ("Police") has been awarded federal grant funds in the amount of Seven Hundred Sixty Thousand Dollars (\$760,000) by the Illinois Enforcement Alarm System which shall be used for the Illinois Enforcement Alarm System program; and

WHEREAS The City through Police has been awarded additional federal grant funds in the amount of One Hundred Twenty-one Thousand Dollars (\$121,000) by the United States Department of Homeland Security ("Homeland Security") which shall be used for the National Explosive Detection Canine Team program; and

WHEREAS, The City through Police has been awarded federal grant funds in the amount of Three Million One Hundred Eighty-six Thousand Dollars (\$3,186,000) by the Illinois State Board of Education which shall be used for the Security for Schools grant project; and

WHEREAS, The City through its Fire Department has been awarded state grant funds in the amount of Sixty Thousand Dollars (\$60,000) by the Illinois Department of Commerce and Economic Opportunity which shall be used for the Chicago Fire House Engine Company 22 Renovation project; now, therefore,

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

SECTION 1. The sum of Sixteen Million One Hundred Fourteen Thousand Dollars (\$16,114,000) not previously appropriated, representing increased grant awards, has become available for appropriation for the year 2006.

SECTION 2. The sum of Sixteen Million One Hundred Fourteen Thousand Dollars (\$16,114,000) not previously appropriated is hereby appropriated from Fund 925 -- Grant Funds for the year 2006. The Annual Appropriation Ordinance is hereby amended by striking the words and figures and adding the words and figures indicated in the attached Exhibit A which is hereby made a part hereof.

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

SECTION 4. This ordinance shall be in full force and effect upon its passage and approval.

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

Exhibit "A".

Amendment To The 2006 Appropriation Ordinance.

Code	Department And Item	Strike Amount	Add Amount
Estimate Of Grant Revenue For 2006			
	Awards from Agencies of the Federal Government	\$1,098,493,645	\$1,109,625,070
	Awards from Agencies of the State Government	183,556,400	188,528,200

Code	Department And Item	Strike Amount	Add Amount
	Awards from Public/ Private Agencies	\$ 43,788,250	\$ 43,798,250
925 -- Grant Funds			
41	Department Of Public Health:		
	Local Basic Health Protection	\$ 1,863,000	\$ 2,541,000
	Supplemental Environmental Project (S.E.P.)		10,000
	Lead-Based Hazard Reduction		4,000,000
	Ryan White CARE Act Title 1	24,300,000	25,045,000
	Minority Substance Abuse, HIV		255,000
	Community Project Mobilization Program (also known as Services to Victims of Domestic Violence)	60,000	81,000
	All Our Kids Early Childhood Networks (Birth to Three Assurance Networks)	100,000	102,000
	Women, Infants and Children Nutrition (W.I.C.)	4,978,000	5,200,000
	Targeted Intensive Prenatal Case Management	688,000	759,000
	Substance Abuse Assessment/ C.H.A.		250,000
	Death Certificate Surcharge Fund		21,000
	Vector Control Program		132,000
	Breast and Cervical Cancer Amendment Numbers 1 and 2	630,000	679,000

Code	Department And Item	Strike Amount	Add Amount
47	Department On Aging:		
	2006/2007 Elder Abuse and Neglect Program	\$ 1,250,000	\$ 1,600,000
	Elder Abuse and Neglect 2006	1,000,000	1,250,000
53	Department Of Human Services:		
	Shelter Plus Care Year 2001	\$ 920,000	\$ 3,856,000
	Shelter Plus Care Year 2003	3,766,000	5,761,000
57	Department Of Police:		
	Illinois Law Enforcement Alarm System	\$ 760,000	
	National Explosive Detection Canine Team Grant	121,000	242,000
	Security for Schools Grant		3,186,000
59	Chicago Fire Department:		
	Chicago Fire House Engine Company 22 Renovation		\$ 60,000

AUTHORIZATION FOR EXECUTION OF INTERGOVERNMENTAL
AGREEMENT WITH VILLAGE OF HARWOOD HEIGHTS
FOR SHARING COSTS OF REPAVING OF
PORTIONS OF NORTH SAYRE AVENUE.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing the execution of an intergovernmental agreement between the City of Chicago and the Village of Harwood Heights regarding street paving, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago, a municipal corporation of the State of Illinois (the "City"), acting through its Department of Transportation (the "Department"), and the Village of Harwood Heights, a municipal corporation ("Village"), have initiated a joint improvement effort for the repaving of a portion of North Sayre Avenue also known as North Nordica Avenue, which is located partially in the City and partially in the Village (the "Property"); and

WHEREAS, The City and the Village (the "Parties") identified the need to improve the Property, said improvement to include but not be limited to pavement

resurfacing, new curb and gutter, new sidewalk, drainage repair, traffic signals and street lighting (collectively, the "Improvements"); and

WHEREAS, In order to perform the Improvements, the Village has procured the services of Accu-Paving Company; and

WHEREAS, The Parties now desire to proceed to the construction phase of the Improvements and wish to provide for the sharing of costs related to the construction phase; and

WHEREAS, The Honorable Brian G. Doherty, Alderman, 41st Ward, has agreed to provide funding from the 41st Ward's 2006 Menu Funds to fund the City's share of the costs; and

WHEREAS, The Parties have reached an agreement as to the terms of their undertaking (the "Intergovernmental Agreement"), attached hereto as Exhibit A and incorporated herein by reference; now, therefore,

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

SECTION 1. The above recitals are incorporated into this text as if fully set forth herein.

SECTION 2. The Acting Commissioner of the Department of Transportation is authorized to execute an agreement with the Village in substantially the form attached hereto as Exhibit A for the construction of the Improvements.

SECTION 3. This ordinance shall be effective as of the date of its passage.

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

*Exhibit "A".
(To Ordinance)*

Intergovernmental Agreement

Between

*The City Of Chicago,
By And Through
Its Department Of Transportation*

And

The Village Of Harwood Heights

*For The Sharing Of Costs For The Repaving
Of North Sayre Avenue, Also Known
As North Nordica Avenue.*

This agreement is entered into this _____ day of _____, 2006, between the Village of Harwood Heights (hereinafter referred to as the "Village"), a municipal corporation with offices at 7300 West Wilson Avenue, Harwood Heights, Illinois 60706, and the City of Chicago, a municipal corporation and home rule unit of local government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois (hereinafter referred to as the "City"), by and through its Department of Transportation (the "Department"), with offices at 121 North LaSalle Street, Chicago, Illinois 60602.

Recitals.

Whereas, The Village and the City are public agencies within the meaning of Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq. (2005); and

Whereas, Article VII, Section 10 of the 1970 Constitution of the State of Illinois encourages and provides for units of local government to contract and otherwise associate with the state to exercise, combine or transfer any power or function; and

Whereas, The Village and the City desire for the Village to repave North Sayre Avenue, also known as North Nordica Avenue ("Sayre Avenue"), which forms a boundary between the Village and the City, including the repaving of Sayre Avenue in the City's right-of-way; and

Whereas, Pursuant to this Agreement, the City shall reimburse the Village for the Village's cost to repave that portion of Sayre Avenue located in the City's right-of-way;

Now, Therefore, In consideration of the premises and mutual covenants contained herein, the parties agree that:

1.0

Recitals Incorporated.

1.1

The foregoing recitals are incorporated herein by reference as though fully set forth.

2.0

Term Of This Agreement.

2.1.

This agreement shall be in effect after approval by the corporate authorities of each party and its execution by the authorized officials of each party, and shall terminate upon the completion of the repaving work to be performed pursuant to this agreement, including the payment of all financial obligations.

3.0

Scope Of Work.

3.1

Accu-Paving Company ("Contractor") shall be retained by the Village to perform the repaving of Sayre Avenue, including that portion of Sayre Avenue located in the City's right-of-way. The City shall pay the Village's cost to repave that portion of Sayre Avenue located in the City's right-of-way, estimated to be Six Thousand Seven Hundred Twenty and 40/100 Dollars (\$6,720.40). The description of the work to be performed pursuant to this agreement, and associated cost estimate, is set forth in (Sub)Exhibit A.

4.0

Responsibilities Of The Village.

4.1

The Village shall be responsible for completing the repaving work that is the subject of this agreement, and shall be responsible for payment of its proportionate share of the costs associated with the repaving work.

4.2

The Village shall administer the repaving contract and pay all costs directly to the Contractor, including the City's share, as collected by the Village from the City.

5.0

Responsibilities Of The City.

5.1

The City shall be responsible for the payment of its proportionate share of the repaving work associated with this agreement.

5.2

Upon execution of this agreement, the City shall pay to the Village a lump sum of Six Thousand Seven Hundred Twenty and 40/100 Dollars (\$6,720.40), which is equal to the City's estimated cost obligation for the repaving work. The City shall pay to the Village any remaining portion of its cost obligation in a lump sum based upon the final cost of the repaving work upon completion of the work.

6.0

Maintenance.

6.1

Upon completion of the repaving work, the City shall maintain, or cause to be maintained, its respective portion of Sayre Avenue in accordance with its established jurisdictional authority.

7.0

Parties' Liability.

7.1

The Village shall cause each contractor and subcontractor employed by the Village

to perform the work described hereunder, to purchase and maintain commercial general liability insurance, workers' compensation and employer's liability insurance, and automobile liability insurance in amounts and from companies mutually acceptable to the Village and the City. When requested by the City, the Village shall furnish copies of certificates of insurance evidencing coverage for each contractor and subcontractor. The Village shall require each contractor to name the City as an additional insured on all required coverages.

7.2 Village Indemnification.

The Village shall indemnify and hold harmless the City and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorneys' and paralegals' fees and court costs), arising out of or resulting from the performance of the work to be performed by the Village under this agreement, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use therefrom, and (ii) is caused in whole or in part by the Village, any contractor or subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except to the extent it is caused in part by a party indemnified hereunder.

Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to any party or person described in this section. The Village shall similarly protect, indemnify, hold and save harmless the City, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses, including but not limited to, legal fees incurred by reason of the Village's breach of any of its obligations pursuant to this agreement.

7.3 Own Defense.

Nothing contained herein shall be construed as prohibiting the Village or the City, their officers, officials, employees, volunteers and agents, from defending through the selection and use of their own agents, attorneys, and experts, any claims, actions or suits brought against them.

8.0

Entire Agreement.

8.1

This agreement represents the entire agreement between the parties with respect to the repaving of Sayre Avenue, and supersedes all previous communications or understandings whether oral or written.

9.0

Notices.

9.1

Any notice required hereunder shall be deemed properly given to the party to be notified at the time it is personally delivered or mailed by certified mail, return receipt requested, to the party's address. The address of each party is as specified below; either party may change its address for receiving notices by giving notices thereof in compliance with the terms of this subsection.

For the Village:

Margaret Fuller, Mayor
Village of Harwood Heights
7300 West Wilson Avenue
Harwood Heights, Illinois 60706

For the City:

Cheri Heramb, Acting Commissioner
Chicago Department of Transportation
30 North LaSalle Street, Suite 1100
Chicago, Illinois 60602

with a copy to:

Corporation Counsel
City Hall, Room 600
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Deputy, Finance and
Economic Development
Division

10.0

*Amendment, Modification Or Termination
Of This Agreement.*

10.1

No modification or amendment to this agreement shall be effective until approved by the parties in writing.

10.2

If the City fails to make any payment required pursuant to Section 4 of this agreement, the Village may, at its option, declare this agreement to be null and void and of no further effect. The Village shall immediately deliver written notice of such a determination to the City.

11.0

Non-Assignment.

11.1

This agreement shall not be assigned by either party without the written consent of the other party, whose consent shall not be unreasonably withheld.

12.0

Governing Law.

12.1

This agreement shall be governed by the laws of the State of Illinois as to both interpretation and performance.

The Parties to this agreement by their signatures acknowledge that they have read and understand this agreement and intend to be bound by its terms.

Village of Harwood Heights

City of Chicago

By: _____
Margaret Fuller

By: _____
Cheri Heramb

Its: Mayor

Its: Acting Commissioner,
Department of
Transportation

Attest:

Attest:

By: _____
Dianne H. Larson

By: _____
Edmund Kantor

Its: Village Clerk

Its: Deputy City Clerk

[(Sub)Exhibit A -- Work to be Performed and Associated Cost Estimate, Street Description and Viewer Map referred to in this Intergovernmental Agreement with Harwood Heights printed on pages 86712 through 86714 of this *Journal*.]

(Sub)Exhibit A.
 (To Intergovernmental Agreement With
 Village Of Harwood Heights)

Description Of Work To Be Performed
 And Associated Cost Estimate.

Newland And Sayre Paving -- Chicago Portion.

Item #	Item Description	Unit	Quantity	Unit Price	Total Cost
1	Bituminous Materials (Prime Coat)	Gal.	0	\$ 2.00	\$ -
2	Aggregate (Prime Coat)	Ton	0	\$ 50.00	\$ -
3	Bituminous Concrete Binder Course, Superpave IL-19 N50	Ton	25	\$ 69.50	\$ 1,737.50
4	Bituminous Concrete Surface Course, Superpave Mix "C" 1	Ton	25	\$ 71.50	\$ 1,787.50
5	Bituminous Surface Removal 2 1/2"	SY	242.5	\$ 5.20	\$ 1,261.00
6	Comination Concrete Curb and Gutter Type B6.12 R&R	LF	20	\$ 24.50	\$ 490.00
7	Sidewalk (5") R&R	SF	0	\$ 8.30	\$ -
8	Structure Adjust	Ea.	2	\$ 290.00	\$ 580.00
9	Thermoplastic Pavement Marking, Line 6"	LF	0	\$ 4.00	\$ -
10	Thermoplastic Pavement Marking, Line 24"	LF	0	\$ 15.00	\$ -
11	Traffic Control and Protection	L Sum	0	\$ 800.00	\$ -
12	Butt Joint	SY	64.9	\$ 6.00	\$ 389.40
13	Aggregate Base Course, Type A	Ton	7.5	\$ 15.00	\$ 112.50
14	Detectable Warnings	SF		\$ 12.00	\$ -
15	Curb Removal	LF	72.5	\$ 5.00	\$ 362.50
					\$ 6,720.40

Accu-Paving Co.

West Gunnison Street And
North Nordica Avenue.

CHICAGO DEPARTMENT OF TRANSPORTATION - 2006 MENU PROGRAM

BLOCK LOCATION: WEST 1/2 NORDICA AVE FROM: GUNNISON AVE TO: NORTH LINE OF ALLEY 12 OF GUNNISON

WARD: 41 MENU: _____ V H O / N S E W PROJECT NO.: _____

GENERAL CONTRACTOR: _____ SUB-CONTRACTOR: _____

SCOPE OF WORK: DEMOVE 150 LF OF HEADER CURB AT E OF NORDICA. PATCH BASE WITH CONCRETE. SAWCUT 50 LF OF BUTT JOINT GRIND AND OVERLAY 15' x 150' = 250 SY.

150' 15'

HARWOOD HEIGHTS CHICAGO

ALLEY

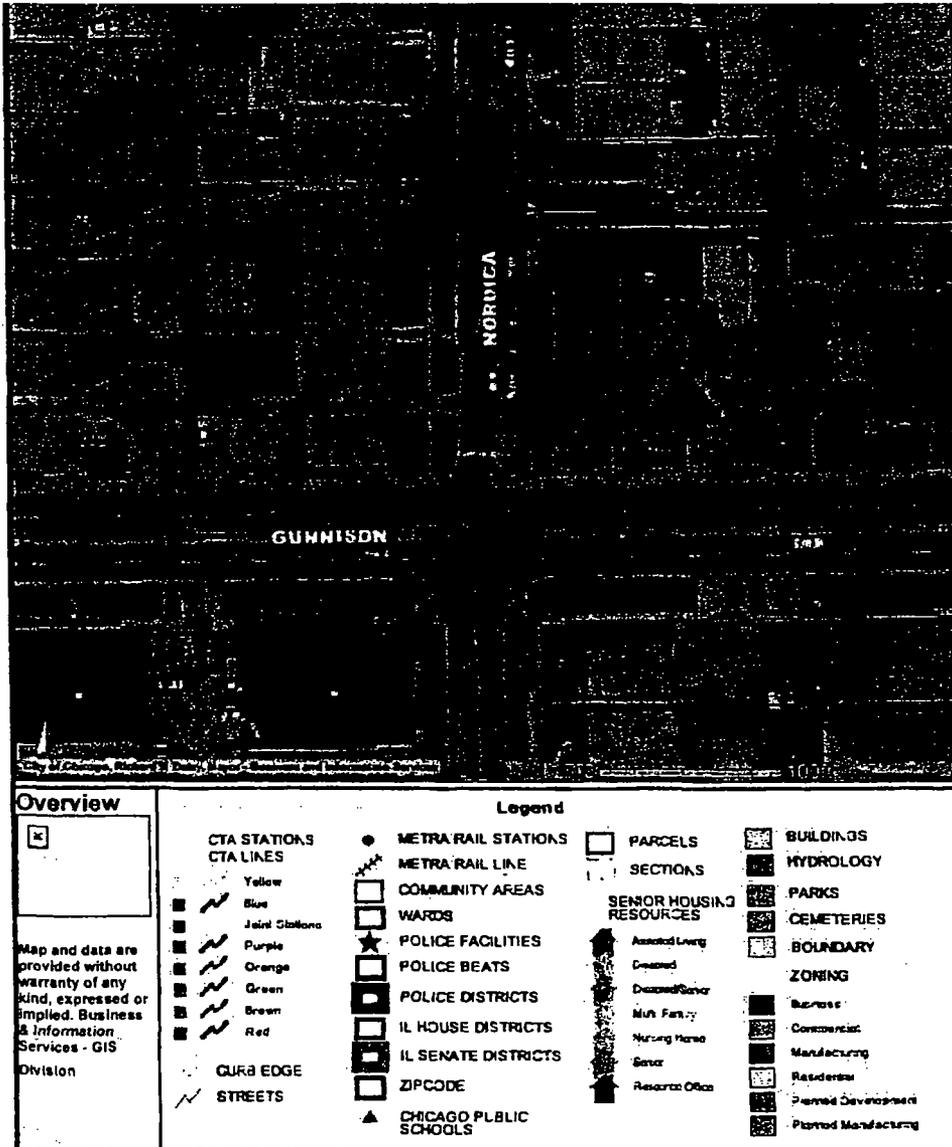
NORDICA AVE.

GUNNISON AVE.

CHICAGO

CURB & GUTTER (13) _____ LF _____ LF CURB (T4) _____ LF _____ LF 5" PCC SIDEWALK _____ SF _____ SF RAMP _____ EAL _____ SF
 8" PCC SIDEWALK _____ SF _____ SF 7" PCC BASE COURSE: _____ SY _____ SY ASPH _____ TONS SAW CUT: _____ LF _____ LF
 DRIVEWAY/ALLEY (CONC.) _____ SY DRIVEWAY/ALLEY (ASPH.) _____ SY HYDROSEED: _____ SY TOPSOIL: _____ CY
 PAINTED CURB: _____ LF PWMT MKG:L&S: SF. 4" _____ SF. 6" _____ SF. 12" _____ SF. 24" _____ LF ASPHALT: _____ SY _____ TONS
 MEASURED BY: PAL DATE: / / 06 COMMENTS: _____
 REVISED BY: _____ DATE: / / 06 COMMENTS: _____

ArcIMS HTML Viewer Map.



AUTHORIZATION FOR EXPENDITURE OF OPEN SPACE IMPACT FEES
FOR ACQUISITION OF PROPERTY AT 1724 NORTH WILMOT
AVENUE FOR EXPANSION OF BUCKTOWN-WICKER PARK
LIBRARY PARK IN WESTTOWN COMMUNITY AREA.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing the execution of an intergovernmental agreement between the City of Chicago and the Chicago Park District for the expenditure of open space impact fees for the West Town Community Area, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

WHEREAS, The City is authorized under its home rule powers to regulate the use and development of land; and

WHEREAS, It is a reasonable condition of development approval to ensure that adequate open space and recreational facilities exist within the City; and

WHEREAS, On April 1, 1998, the City Council of the City (the "City Council") adopted the Open Space Impact Fee Ordinance codified at Chapter 18 of Title 16 (the "Open Space Ordinance") of the Municipal Code of Chicago (the "Code") to address the need for additional public space and recreational facilities for the benefit of the residents of newly created residential developments in the City; and

WHEREAS, The Open Space Ordinance authorizes, among other things, the collection of fees from residential developments that create new dwelling units without contributing a proportionate share of open space and recreational facilities for the benefit of their residents as part of the overall development (the "Fee-Paying Developments"); and

WHEREAS, Pursuant to the Open Space Ordinance, the Department of Revenue ("D.O.R.") has collected fees derived from the Fee-Paying Developments (the "Open Space Fees") and has deposited those fees in separate funds, each fund corresponding to the Community Area (as defined in the Open Space Ordinance), in which each of the Fee-Paying Developments is located and from which the Open Space Fees were collected; and

WHEREAS, The Department of Planning and Development ("D.P.D.") has determined that the Fee-Paying Developments built in the West Town Community Area (the "Community Area") have deepened the already significant deficit of open space in the Community Area, which deficit was documented in the comprehensive plan entitled "The CitySpace Plan", adopted by the Chicago Plan Commission on September 11, 1997 and adopted by the City Council on May 20, 1998 pursuant to an ordinance published at pages 69309 -- 69311 of the *Journal of the Proceedings of the City Council of the City of Chicago* of the same date; and

WHEREAS, D.P.D. proposes the expansion of the existing Bucktown-Wicker Park Library Park by the acquisition of land (the "Project") at 1724 North Wilmot Avenue, Chicago, Illinois, Permanent Index Number 14-31-322-015 (the "Property") to create open spaces and recreational facilities in the Community Area; and

WHEREAS, The Corporation For Open Lands, an Illinois not-for-profit corporation (the "Owner") owns the Property; and

WHEREAS, D.P.D. desires to acquire the Property from the Owner for an amount not to exceed Six Hundred Eighty Thousand Dollars (\$680,000) ("the Purchase Price") and desires to use Open Space Fees in an amount not to exceed Three Hundred Thousand Dollars (\$300,000) to assist in the purchase of the Property pursuant to authority requested in an ordinance submitted for introduction concurrently herewith; and

WHEREAS, The balance of the Purchase Price shall come from other funds legally available to the City; and

WHEREAS, The Open Space Ordinance requires that the Open Space Fees be used for open space acquisition or capital improvements, or both, which provide a direct and material benefit to the new development from which the fees are collected; and

WHEREAS, The Open Space Ordinance requires that the Open Space Fees be expended within the same or a contiguous Community Area from which they were collected after a legislative finding by the City Council that the expenditure of the Open Space Fees will directly and materially benefit the developments from which the Open Space Fees were collected; and

WHEREAS, D.P.D. has determined that the use of the Open Space Fees to assist the Project will provide a direct and material benefit to each of the Fee-Paying Developments from which the Open Space Fees were collected in that the Open Space Fees used for the Project will come from the specific fund set up by D.O.R. for the corresponding Community Area in which a Fee-Paying Development is located and from which the Open Space Fees were collected; and

WHEREAS, D.P.D. has recommended that the City Council approve the use of the Open Space Fees for the Project; and

WHEREAS, D.P.D. has recommended that the City Council make a finding that the expenditure of the Open Space Fees as described herein will directly and materially benefit the Fee-Paying Developments from which the Open Space Fees were collected; now, therefore,

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

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

SECTION 2. The City Council hereby finds that the expenditure of the Open Space Fees to partially fund the Project, will directly and materially benefit the residents of those Fee-Paying Developments from which the Open Space Fees were collected and approves the use of the Open Space Fees for the Project.

SECTION 3. The Commissioner of D.P.D. (the "Commissioner") or designee of the Commissioner is hereby authorized to expend Open Space Fee proceeds in an amount not to exceed Three Hundred Thousand Dollars (\$300,000) from the West Town Community Area Open Space Fee Fund Number PS24 131 08 5024 2604 to pay for expenses permitted under the Open Space Ordinance and such funds are hereby appropriated for the purposes described herein.

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

SECTION 5. This ordinance shall be in full force and effect from and after the date of its passage.

COMMITTEE ON BUILDINGS.

**AUTHORIZATION FOR ISSUANCE OF PERMITS FOR ERECTION
OF SIGNS/SIGNBOARDS AT VARIOUS LOCATIONS.**

The Committee on Buildings submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Buildings, having had under consideration thirty-two proposed sign ordinance and orders (which were referred July 26, September 13

and 27, 2006, respectively) pursuant to Section 14-40-120, "Aldermanic Recommendation", of the Municipal Code of Chicago, begs leave to recommend that Your Honorable Body do *Pass* the attached sign ordinance and orders (6 -- 2nd Ward, 1 -- 3rd Ward, 3 -- 13th Ward, 1 -- 16th Ward, 2 -- 23rd Ward, 2 -- 27th Ward, 1 -- 29th Ward, 2 -- 32nd Ward, 1 -- 35th Ward, 1 -- 37th Ward, 2 -- 40th Ward, 3 -- 42nd Ward, 5 -- 43rd Ward, 1 -- 46th Ward and 1 -- 50th Ward) transmitted herewith.

This recommendation was concurred in by the members of the Committee on Buildings, with no dissenting votes.

These ordinance and orders shall be in full force and effect from and after their passage and publication.

Respectfully,

(Signed) BERNARD L. STONE,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schuler, Stone -- 47.

Nays -- None.

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

The following are said ordinance and orders as passed (the italic heading in each case not being a part of the ordinance or order):

5893 South Archer Avenue.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Olympic Signs, Inc., 1130 North Garfield, Lombard, Illinois 60148, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 7-Eleven, 5893 South Archer Avenue:

Dimensions: length, 60 feet, 4 inches; height, 3 feet
Height Above Grade/Roof to Top of Sign: 14 feet, 4 inches
Total Square Foot Area: 181 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

3531 North Broadway.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to American Sign and Lighting Company, 307 East Lincoln Avenue, Bensenville, Illinois 60106, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Jewel Osco, 3531 North Broadway:

Dimensions: length, 49 feet, 2 inches; height, 8 feet, 7 inches
Height Above Grade/Roof to Top of Sign: 25 feet
Total Square Foot Area: 422 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

1101 South Canal Street.
(126 Square Feet)

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Midwest Sign and Lighting Inc., 4910 Wilshire, Country Club Hills, Illinois 60478, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Linens N Things, 1101 South Canal Street (channel letters on west elevation):

Dimensions: length, 31 feet, 6 inches; height, 4 feet
Height Above Grade/Roof to Top of Sign: 22 feet
Total Square Foot Area: 126 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

1101 South Canal Street.
(170 Square Feet)

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Olympic Signs, Inc., 1130 North Garfield, Lombard, Illinois 60148, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Office Depot, 1101 South Canal Street (facing west):

Dimensions: length, 20 feet, 1 inch; height, 8 feet, 5 inches
Height Above Grade/Roof to Top of Sign: 73 feet, 5 inches
Total Square Foot Area: 170 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

1101 South Canal Street.
(283 Square Feet)

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Midwest Sign and Lighting Inc., 4910 West Wilshire Boulevard, Country Club Hills, Illinois 60478, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Linens N Things, 1101 South Canal Street (channel letters on north elevation):

Dimensions: length, 47 feet, 2 inches; height, 6 feet
Height Above Grade/Roof to Top of Sign: 42 feet
Total Square Foot Area: 283 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

5700 South Cicero Avenue.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Olympic Signs, Inc., 1130 North Garfield, Lombard, Illinois 60148, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Midway Airport, 5700 South Cicero Avenue:

Dimensions: length, 10 feet, 7 inches; height, 46 feet, 6 inches
Height Above Grade/Roof to Top of Sign: 56 feet, 6 inches
Total Square Foot Area: 493 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

1601 North Clark Street.
(1 of 3)

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Olympic Signs, Inc. 1130 North Garfield, Lombard, Illinois 60148, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Chicago History Museum, 1601 North Clark Street (one of three):

Dimensions: length, 13 feet; height, 20 feet
Height Above Grade/Roof to Top of Sign: 40 feet
Total Square Foot Area: 260 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

1601 North Clark Street.
(2 of 3)

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Olympic Signs, Inc., 1130 North Garfield, Lombard, Illinois 60148, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Chicago History Museum, 1601 North Clark Street (two of three):

Dimensions: length, 13 feet; height, 20 feet
Height Above Grade/Roof to Top of Sign: 40 feet
Total Square Foot Area: 260 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

1601 North Clark Street.
(3 of 3)

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Olympic Signs, Inc., 1130 North Garfield, Lombard, Illinois 60148, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Chicago History Museum, 1601 North Clark Street (three of three):

Dimensions: length, 13 feet; height, 20 feet
Height Above Grade/Roof to Top of Sign: 40 feet
Total Square Foot Area: 260 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

1601 North Clark Street.
(222.06 Square Feet)

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

SECTION 1. Notwithstanding any provisions of Title 17 of the Municipal Code of the City of Chicago (the Chicago Zoning Ordinance) to the contrary, the Commissioner of Buildings and the Zoning Administrator are hereby directed to issue a sign permit to Doyle General Sign Contractors, 232 Interstate Road, Addison, Illinois 60101, for the erection of a sign/signboard over 24 feet in height and/or 100 square feet (in area of one face) at the Chicago History Museum, 1601 North Clark Street:

Dimensions: length, 52.25 feet; height, 4.25 feet
Height Above Grade/Roof to Top of Sign: 51.16 feet
Total Square Foot Area: 222.06 square feet.

Such sign shall comply with all applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

5201 -- 5330 West Fullerton Avenue.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Landmark Sign Group, Inc., 7424 Industrial Avenue,

Chesterton, Indiana 46304, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Laramie Plaza, 5201 -- 5330 West Fullerton Avenue:

Dimensions: length, 10 feet; height, 35 feet, 9 inches
Height Above Grade/Roof to Top of Sign: 17 feet, 3 inches
Total Square Foot Area: 204 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

3401 West Irving Park Road.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Olympic Signs, Inc., 1130 North Garfield, Lombard, Illinois 60148, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 7-Eleven, 3401 West Irving Park Road:

Dimensions: length, 45 feet; height, 3 feet
Height Above Grade/Roof to Top of Sign: 14 feet, 6 inches
Total Square Foot Area: 135 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

6057 South Kedzie Avenue.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Olympic Signs, Inc., 1130 North Garfield, Lombard, Illinois 60148, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 7-Eleven, 6057 South Kedzie Avenue:

Dimensions: length, 46 feet, 8 inches; height, 3 feet
Height Above Grade/Roof to Top of Sign: 13 feet, 6 inches
Total Square Foot Area: 140 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

600 West Kinzie Street.

Ordered. That the Commissioner of Buildings is hereby directed to issue a sign permit to First Ad-Comm, 3744 West Lawrence Avenue, Chicago, Illinois 60625, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Blommer Chocolate, 600 West Kinzie Street (south elevation):

Dimensions: length, 20 feet; height, 15 feet
Height Above Grade/Roof to Top of Sign: ____
Total Square Foot Area: 300 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

2433 North Lincoln Avenue.

Ordered. That the Commissioner of Buildings is hereby directed to issue a sign permit to White Way Sign and Maintenance Company, 1317 North Clybourn Avenue, Chicago Illinois 60610, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Biograph Theatre, 2433 North Lincoln Avenue:

Dimensions: length, 24 feet; height, 7 feet, 7 inches
Height Above Grade/Roof to Top of Sign: 18 feet
Total Square Foot Area: 353 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

2600 North Lincoln Avenue.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Olympic Signs, Inc., 1130 North Garfield, Lombard, Illinois 60148, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 7-Eleven, 2600 North Lincoln Avenue:

Dimensions: length, 58 feet, 9 inches; height, 3 feet
Height Above Grade/Roof to Top of Sign: 14 feet, 3 inches
Total Square Foot Area: 177 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

663 North Michigan Avenue.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to White Way Sign and Maintenance Company, 1317 North Clybourn Avenue, Chicago, Illinois 60610, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Garmin, 663 North Michigan Avenue:

Dimensions: length, 27 feet, 6 inches; height, 6 feet, 10 inches
Height Above Grade/Roof to Top of Sign: 50 feet
Total Square Foot Area: 188 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

1165 North Milwaukee Avenue.
(Wall Number 1)

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Outdoor Solutions Team Inc., 685 Rowell Avenue, Joliet, Illinois 60433, for the erection of a sign over 100 square feet at Noble Square Cooperative, 1165 North Milwaukee Avenue (Please Note: This is a philanthropic art installation proposed for the east wall of the Noble Square Building. It is sponsored by the Target Corporation and has been developed exclusively to fund local youth art programs in West Town. The project title is the Noble Square Art Fund and has received support from the (W.T.C.C.) West Town Chamber of Commerce and the Noble Square Cooperative Board of Directors.):

Dimensions: length, 30 feet; height, 100 feet
Height Above Grade/Roof to Top of Sign: 25 feet
Total Square Foot Area: 1 sign, 3,000 square feet -- wall Number 1.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

1165 North Milwaukee Avenue.
(Wall Number 2)

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Outdoor Solutions Team Inc., 685 Rowell Avenue, Joliet, Illinois 60433, for the erection of a sign over 100 square feet at Noble Square Cooperative, 1165 North Milwaukee Avenue (Please Note: This is a philanthropic art installation proposed for the east wall of the Noble Square Building. It is sponsored by the Target Corporation and has been developed exclusively to fund local youth art programs in West Town. The project title is the Noble Square Art Fund and has received support from the (W.T.C.C.) West Town Chamber of Commerce and the Noble Square Cooperative Board of Directors.):

Dimensions: length, 30 feet; height, 100 feet
Height Above Grade/Roof to Top of Sign: 25 feet
Total Square Foot Area: 1 sign, 3,000 square feet -- wall Number 2.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

1400 West North Avenue.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Beacon Sign and Lighting Inc., 4254 West Arthington Place, Chicago, Illinois 60624, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 1400 West North Avenue:

Dimensions: length, 28 feet; height, 13 feet
Height Above Grade/Roof to Top of Sign: 13 feet
Total Square Foot Area: 728 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

2112 West Peterson Avenue.
(South Elevation)

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to M-K Signs, Inc., 4900 North Elston Avenue, Chicago, Illinois 60630, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Target, 2112 West Peterson Avenue (south elevation):

Dimensions: length, 12 feet; height, 12 feet
Height Above Grade/Roof to Top of Sign: 35 feet
Total Square Foot Area: 144 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

2112 West Peterson Avenue.
(West Elevation)

Ordered. That the Commissioner of Buildings is hereby directed to issue a sign permit to M-K Signs, Inc., 4900 North Elston Avenue, Chicago, Illinois 60630, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Target, 2112 West Peterson Avenue (west elevation):

Dimensions: length, 12 feet; height, 12 feet
Height Above Grade/Roof to Top of Sign: 35 feet
Total Square Foot Area: 144 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

7010 South Pulaski Road.

Ordered. That the Commissioner of Buildings is hereby directed to issue a sign permit to American Sign and Lighting Co., 307 East Lincoln Avenue, Bensenville, Illinois 60106, for the erection of a double-faced pole sign over 24 feet in height and/or over 100 square feet (in area of one face) at D.C.S. Midwest (Chody Real Estate), 7010 South Pulaski Road:

Dimensions: length, 13 feet; height, 9 feet
Height Above Grade/Roof to Top of Sign: 18 feet
Total Square Foot Area: 234 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

5630 West Roosevelt Road.

Ordered. That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Landmark Sign Group, Inc., 7424 Industrial Avenue, Chesterton, Indiana 46304, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Roosevelt Plaza, 5630 West Roosevelt Road:

Dimensions: length, 14 feet (center, ID cabinet); height, 21 feet, 9 inches
Height Above Grade/Roof to Top of Sign: 34 feet, 8 inches
Total Square Foot Area: (sign area) 227 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

1255 South Wabash Avenue.
(Sign Facing South)

Ordered. That the Commissioner of Buildings is hereby directed to issue a sign permit to Sure Light Sign Co., 1830 North 32nd Avenue, Stone Park, Illinois 60165, for the erection of a double-faced sign over 100 square feet and/or over 24 feet in height above grade at Extra Space Storage, 1255 South Wabash Avenue (sign facing south):

Dimensions: length, 1 foot, 4 inches; height, 24 feet
Height Above Grade to Top of Sign: 34 feet
Total Square Foot Area: 34 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

1255 South Wabash Avenue.
(Sign Facing West)

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Sure Light Sign Co., 1830 North 32nd Avenue, Stone Park, Illinois 60165, for the erection of a double-faced sign over 100 square feet and/or over 24 feet in height above grade at Extra Space Storage, 1255 South Wabash Avenue (sign facing west):

Dimensions: length, 1 foot, 4 inches; height, 24 feet
Height Above Grade to Top of Sign: 34 feet
Total Square Foot Area: 34 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

250 South Wacker Drive.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to ICON Identity Solutions, 1418 Elmhurst Road, Elk Grove Village, Illinois 60007, for the erection of one sign that is over 24 feet in height at Walgreens, 250 South Wacker Drive (west elevation facing Chicago River):

(Our client, Walgreens, is proposing the installation of a wall sign at the west elevation at 250 South Wacker Drive. The sign will be 32 feet above grade and as a result, will exceed the 24 feet in height rule. Therefore, it will require a request for your approval and a council order. Also, this sign is a total of 49 square feet in area.):

Dimensions: length, 16 feet, 9 inches; height, 2 feet, 11 inches
Height Above Grade/Roof to Top of Sign: 32 feet (overall height)
Total Square Foot Area: 49 square feet, quantity of 1.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

400 North Wells Street.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Billboards, Inc., 15926 West 81st Avenue, Dyer, Indiana 46311, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at north wall of 400 North Wells Street:

Dimensions: length, 36 feet; height, 18 feet, 6 inches
Height Above Grade/Roof to Top of Sign: 45 feet
Total Square Foot Area: 666 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

6801 North Western Avenue.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Olympic Signs, Inc., 1130 North Garfield, Lombard, Illinois 60148, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 7-Eleven, 6801 North Western Avenue:

Dimensions: length, 52 feet, 9 inches; height, 3 feet
Height Above Grade/Roof to Top of Sign: 11 feet, 1 inch
Total Square Foot Area: 159 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

1422 West 47th Street.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Doyle Signs, Inc., 232 West Interstate Road, Addison, Illinois 60101, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Bishop Plaza, 1422 West 47th Street:

Dimensions: length, 3 feet, 6 inches; height, 13 feet, 6½ inches
Height Above Grade/Roof to Top of Sign: 22 feet, 6 inches
Total Square Foot Area: 115 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

5235 West 63rd Street.
(East Elevation)

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Van Bruggen Signs Inc., 13401 Southwest Highway, Orland Park, Illinois 60462, for the erection of a double-faced pole over 24 feet in height and/or over 100 square feet (in area of one face) at Fifth Third Bank, 5235 West 63rd Street (east elevation of building):

Dimensions: length, 27 feet, 7 inches; height, 4 feet
Height Above Grade/Roof to Top of Sign: 15 feet
Total Square Foot Area: 110 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

5235 West 63rd Street.
(North Elevation)

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Van Bruggen Signs Inc., 13401 Southwest Highway, Orland Park, Illinois 60462, for the erection of a double-faced pole over 24 feet in height and/or over 100 square feet (in area of one face) at Fifth Third Bank, 5235 West 63rd Street (north elevation of building):

Dimensions: length, 27 feet, 7 inches; height, 4 feet
Height Above Grade/Roof to Top of Sign: 15 feet
Total Square Foot Area: 110 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

**COMMITTEE ON ECONOMIC, CAPITAL
AND TECHNOLOGY DEVELOPMENT.**

APPROVAL OF PROPERTY AT 1731 NORTH ELSTON AVENUE AND
1422 WEST WILLOW STREET AS CLASS 6(b) AND ELIGIBLE
FOR COOK COUNTY TAX INCENTIVES.

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Economic, Capital and Technology Development, having had under consideration a proposed resolution introduced by Alderman Matlak (32nd Ward) authorizing Class 6(b) tax incentives for the property located at 1731 North Elston Avenue and 1422 West Willow Street pursuant to the Cook County Real Property Classification Ordinance, begs leave to recommend that Your Honorable Body *Adopt* said resolution which is transmitted herewith.

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

Respectfully submitted,

(Signed) MARGARET LAURINO,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 47.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, The Cook County Board of Commissioners has enacted the Cook County Real Property Assessment Classification Ordinance, as amended from time to time (the "Ordinance"), which provides for, among other things, real estate tax incentives to property owners who build, rehabilitate, enhance and occupy property which is located within Cook County and which is used primarily for industrial purposes; and

WHEREAS, The City of Chicago (the "City"), consistent with the Ordinance, wishes to induce industry to locate and expand in the City by supporting financial incentives in the form of property tax relief; and

WHEREAS, Elston Industrial Lofts, L.L.C., an Illinois limited liability company (the "Owner"), intends to purchase certain real estate located generally at 1731 North Elston Avenue and 1422 West Willow Street, Chicago, Illinois 60622, as further described on Exhibit A hereto (the "Subject Property"); and

WHEREAS, The applicant intends to rehabilitate an approximately eighty-six thousand (86,000) square foot industrial facility located on the Subject Property; and

WHEREAS, The applicant has filed with the Office of the Assessor of Cook County (the "Assessor") an eligibility application for a Class 6(b) tax incentive under the Ordinance; and

WHEREAS, The Subject Property is located within (i) the City of Chicago Enterprise Zone Number 4 (created pursuant to the Illinois Enterprise Zone Act, 20 ILCS 665/1, et seq., as amended, and pursuant to an ordinance enacted by the City Council of the City, as amended) and (ii) the North Branch (South) Redevelopment Project Area (created pursuant to the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended and pursuant to an ordinance enacted by the City Council of the City) and the purposes of enterprise zones and redevelopment project areas are also to provide certain incentives in order to stimulate economic activity and to revitalize depressed areas; and

WHEREAS, It is the responsibility of the Assessor to determine that an application for a Class 6(b) classification or renewal of a Class 6(b) classification is eligible pursuant to the Ordinance; and

WHEREAS, The Ordinance requires that, in connection with the filing of a Class 6(b) eligibility application with the Assessor, the applicant must obtain from the municipality in which such real estate that is proposed for Class 6(b) designation is located a resolution expressly stating that the municipality has determined that the incentive provided by Class 6(b) is necessary for development to occur on such real estate and that the municipality supports and consents to the Class 6(b) classification by the Assessor; and

WHEREAS, The intended use of the Subject Property will provide significant present and future employment; and

WHEREAS, Notwithstanding the Class 6(b) status of the Subject Property, the redevelopment and utilization thereof will generate significant new revenues to the City in the form of additional real estate taxes and other tax revenues; now, therefore,

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

SECTION 1. That the City determines that the incentive provided by Class 6(b) is necessary for the development to occur on the Subject Property.

SECTION 2. That the City supports and consents to the Class 6(b) classification by the Assessor with respect to the Subject Property.

SECTION 3. That the Clerk of the City of Chicago is authorized to and shall send a certified copy of this resolution to the Office of the Cook County Assessor, Room 312, County Building, Chicago, Illinois 60602 and a certified copy of this resolution shall be included with the Class 6(b) eligibility application filed with the Assessor by the applicant, as applicant, in accordance with the Ordinance.

SECTION 4. That this resolution shall be effective immediately upon its passage and approval, or as otherwise provided by law.

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

Exhibit "A".

Legal Description Of Subject Property:

A tract of land comprising all of Lots 3 to 10, inclusive, 13 to 20, inclusive, and part of Lot 21 in Hirsch and Stein's Subdivision of Lots 7 to 12, inclusive, and part of original Lots 13 and 14, vacated alley located easterly of and adjoining said Lots 3 to 10, inclusive, and westerly of and adjoining said Lots 13 to 20, inclusive, in Hirsch and Stein's Subdivision aforesaid and part of vacated Stein Street located easterly of and adjoining said Lots 13 to 20, inclusive, and westerly of and adjoining part of Lot 21 in Hirsch and Stein's Subdivision aforesaid, all in Block 17 in Sheffield's Addition to Chicago in the southwest quarter of Section 32, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois described as follows:

commencing at the southwest corner of Lot 2 in Hirsch and Stein's Subdivision aforesaid, and running thence northeasterly along a line parallel to the northerly line of Redfield Street (now called Willow Street), a distance of 360 feet to a point of a curve; thence in a northerly and easterly direction along an arc of a circle having a radius of 204.7 feet convex to the northeast to a point 112.5 feet, more or less, northerly of the northerly line of Redfield Street (now called Willow

Street) (measured along a line parallel to the easterly line of Lot 14 in Block 17 in Sheffield's Addition to Chicago aforesaid) and 25 feet southwesterly of the easterly line of Lot 14 in Block 17 aforesaid (measured along a line parallel to the northerly line of Redfield Street (now called Willow Street); thence southeasterly along a line 25 feet southwesterly of the easterly line of Lot 14 in Block 17 aforesaid, to the northerly line of Redfield Street (now called Willow Street); thence southwesterly along the northerly line of Redfield Street (now called Willow Street) to the easterly line of Elston Avenue; and thence northwesterly along the easterly line of Elston Avenue to the point of beginning.

Permanent Real Estate Tax Index Numbers (P.I.N.s)
For The Property:

14-32-302-008-0000; and

14-32-302-009-0000.

APPROVAL OF PROPERTY AT 11620 SOUTH GREEN BAY
AVENUE AS CLASS 6(b) AND ELIGIBLE FOR
COOK COUNTY TAX INCENTIVES.

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Economic, Capital and Technology Development, having had under consideration a proposed resolution introduced by Alderman Pope (10th Ward) authorizing Class 6(b) tax incentives for the property located at 11620 South Green Bay Avenue pursuant to the Cook County Real Property Classification Ordinance, begs leave to recommend that Your Honorable Body *Adopt* said resolution which is transmitted herewith.

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

Respectfully submitted,

(Signed) MARGARET LAURINO,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schuler, Stone -- 47.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, The Cook County Board of Commissioners has enacted the Cook County Real Property Assessment Classification Ordinance, as amended from time to time (the "Ordinance"), which provides for, among other things, real estate tax incentives to property owners who build, rehabilitate, enhance and occupy property which is located within Cook County and which is used primarily for industrial purposes; and

WHEREAS, The City of Chicago (the "City"), consistent with the Ordinance, wishes to induce industry to locate and expand in the City by supporting financial incentives in the form of property tax relief; and

WHEREAS, DRC Management, L.L.C., an Illinois limited liability company (the "Applicant"), owns certain real estate located generally at 11620 South Green Bay Avenue, Chicago, Illinois 60617, as further described on Exhibit A hereto (the "Subject Property"); and

WHEREAS, The Applicant proposes an expansion project which involves the construction of an approximately twenty thousand (20,000) square foot addition to its existing facilities located on the Subject Property; and

WHEREAS, The Applicant has filed with the Office of the Assessor of Cook County (the "Assessor") an eligibility application for a Class 6(b) tax incentive under the Ordinance; and

WHEREAS, The Subject Property is located within (i) the Chicago Empowerment Zone (created pursuant to Title XIII of the Omnibus Budget Reconciliation Act of 1993 (Public Law 103-66)), (ii) the City of Chicago Enterprise Zone Number 2 (created pursuant to the Illinois Enterprise Zone Act, 20 ILCS 665/1, et seq., as amended, and pursuant to an ordinance enacted by the City Council of the City, as amended), and (iii) the Lake Calumet Industrial-Commercial Redevelopment Project Area (created pursuant to the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended, and pursuant to an ordinance enacted by the City Council of the City), and the purposes of the Chicago empowerment zone, enterprise zones and redevelopment project areas are also to provide certain incentives in order to stimulate economic activity and to revitalize depressed areas; and

WHEREAS, It is the responsibility of the Assessor to determine that an application for a Class 6(b) classification or renewal of a Class 6(b) classification is eligible pursuant to the Ordinance; and

WHEREAS, The Ordinance requires that, in connection with the filing of a Class 6(b) eligibility application with the Assessor, the applicant must obtain from the municipality in which such real estate that is proposed for Class 6(b) designation is located a resolution expressly stating that the municipality has determined that the incentive provided by Class 6(b) is necessary for development to occur on such real estate and that the municipality supports and consents to the Class 6(b) classification by the Assessor; and

WHEREAS, The intended use of the Subject Property will provide significant present and future employment; and

WHEREAS, Notwithstanding the Class 6(b) status of the Subject Property, the redevelopment and utilization thereof will generate significant new revenues to the City in the form of additional real estate taxes and other tax revenues; now, therefore,

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

SECTION 1. That the City determines that the incentive provided by Class 6(b) is necessary for the development to occur on the Subject Property.

SECTION 2. That the City supports and consents to the Class 6(b) classification by the Assessor with respect to the Subject Property.

SECTION 3. That the Clerk of the City of Chicago is authorized to and shall send a certified copy of this resolution to the Office of the Cook County Assessor, Room 312, County Building, Chicago, Illinois 60602 and a certified copy of this resolution may be included with the Class 6(b) eligibility application filed with the Assessor by the Applicant, as applicant, in accordance with the Ordinance.

SECTION 4. That this resolution shall be effective immediately upon its passage and approval.

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

Exhibit "A".

Legal Description Of Subject Property:

That part of the south half of East 116th Street (not dedicated) west of the east 65 feet of the northeast quarter of Section 19, and lying east of the centerline of South Mackinaw Avenue extended north;

Also,

That part of Lot 6 in division of the north 102 acres of the northeast quarter of Section 19, lying east of the centerline of vacated South Mackinaw Avenue extended north, lying south of a line 1,250.00 feet south of and parallel to the north line of the northeast quarter of said Section 19, and lying west of the east 65 feet of the northeast quarter of said Section 19;

Also,

That part of Lot 7 in division of the north 102 acres of the northeast quarter of Section 19, lying west of the centerline of vacated South Mackinaw Avenue extended north, and lying west of the east 65 feet of the northeast quarter of said Section 19;

Also,

That part of the northeast quarter of section, lying south of the south line of said Lot 7 in division of the north 102 acres of the northeast quarter of said Section 19, lying north of the north line of Mea's Subdivision of part of the southeast quarter of the northeast quarter of said Section 19, lying west of the east 65 feet of the northeast quarter of said Section 19, and lying east of the centerline of South Mackinaw Avenue extended north;

Also,

That part of Lots 1 through 8 in said Mea's Subdivision of part of the southeast quarter of the northeast quarter of said Section 19, lying west of the east 32 feet thereof and excepting that part of said Lot 8 described as beginning at a point on the south line of Lot 8 distant 80 feet west of (as measured at right angles to) the east line of said Section 19; thence northeasterly along a straight line a distance of 21.10 feet to a point lying 15 feet normally distant north of the aforesaid south line of Lot 8 and being 65 feet normally distant west of the aforesaid east line of Section 19; thence south parallel with the said east line a distance of 15 feet to a point on the south line of aforesaid Lot 8; thence west along said south lot line a distance of 15 feet to the point of beginning;

Also,

Lots 19 through 26 in said Mea's Subdivision;

Also,

The vacated 14 foot wide north/south alley adjacent to said Lots 1 through 8 and Lots 19 through 26;

Also,

Vacated South Green Bay Avenue lying north of the north line of East 117th Street and lying south of the north line of said Mea's Subdivision;

Also,

Lots 27 through 34 and Lots 45 through 52 in said Mea's Subdivision;

Also,

The north/south 14 foot wide vacated alley adjacent to said Lots 27 through 34 and Lots 45 through 52;

Also,

The east half of vacated South Mackinaw Avenue lying north of the north line of said East 117th Street and lying south of the north line of said Mea's Subdivision, all in Township 37 North, Range 15, East of the Third Principal Meridian, more particularly described as follows:

commencing at a point on the east line of the northeast quarter of Section 19 aforesaid, distant south 00 degrees, 14 minutes, 59 seconds west 1,250.00 feet from the northeast corner of the northeast quarter of said Section 19; thence north 89 degrees, 14 minutes, 15 seconds east 65.00 feet to the point of beginning; thence south 00 degrees, 14 minutes, 59 seconds west along the existing west line of Avenue O, a distance of 686.27 feet to a point; thence south 45 degrees, 31 minutes, 18 seconds west 21.10 feet to a point in the north line of said East 117th Street; thence north 89 degrees, 12 minutes, 49 seconds west 579.03 feet to a point in the centerline of said vacated South Mackinaw Avenue; thence north 00 degrees, 14 minutes, 59 seconds east along said centerline and the north extension of said centerline 701.02 feet to a point in the centerline of said East 116th Street; thence south 89 degrees, 14 minutes, 15 seconds east 594.03 feet to the point of beginning, in Cook County, Illinois.

Permanent Real Estate Tax Index Numbers (P.I.N.s)
for the Subject Property:

26-19-200-028-0000;

26-19-200-029-0000;

26-19-200-035-0000; and

26-19-200-036-0000.

APPROVAL OF PROPERTY AT 6235 SOUTH OAK PARK
AVENUE AS CLASS 6(b) AND ELIGIBLE FOR
COOK COUNTY TAX INCENTIVES.

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Economic, Capital and Technology Development, having had under consideration a proposed resolution introduced by Alderman Zalewski (23rd Ward) authorizing Class 6(b) tax incentives for the property located at 6235 South Oak Park Avenue pursuant to the Cook County Real Property Classification Ordinance, begs leave to recommend that Your Honorable Body *Adopt* said resolution which is transmitted herewith.

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

Respectfully submitted,

(Signed) MARGARET LAURINO,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schuler, Stone -- 47.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, The Cook County Board of Commissioners has enacted the Cook County Real Property Assessment Classification Ordinance, as amended from time to time (the "Ordinance"), which provides for, among other things, real estate tax incentives to property owners who build, rehabilitate, enhance and occupy property which is located within Cook County and which is used primarily for industrial purposes; and

WHEREAS, The City of Chicago (the "City"), consistent with the Ordinance, wishes to induce industry to locate and expand in the City by supporting financial incentives in the form of property tax relief; and

WHEREAS, Axium Resources, L.L.C., an Illinois limited liability company (the "Applicant"), owns certain real estate located generally at 6235 South Oak Park Avenue, Chicago, Illinois 60638, as further described on Exhibit A hereto (the "Subject Property"); and

WHEREAS, Steelhead Corp., an Illinois corporation will operate a corporation engaged in the manufacture and repair of railroad chocks (which is a tie down system used in the railcar industry to transport automobiles) at the Facility (as defined below) on the Subject Property (as the tenant thereon pursuant to a lease with the Applicant as landlord dated as of July 1, 2006); and

WHEREAS, The Applicant intends to substantially rehabilitate an approximately eighteen thousand nine hundred (18,900) square foot industrial facility (the "Facility") located on the Subject Property; and

WHEREAS, The Applicant has filed with the Office of the Assessor of Cook County (the "Assessor") an eligibility application for a Class 6(b) tax incentive under the Ordinance; and

WHEREAS, It is the responsibility of the Assessor to determine that an application for a Class 6(b) classification or renewal of a Class 6(b) classification is eligible pursuant to the Ordinance; and

WHEREAS, The Ordinance requires that, in connection with the filing of a Class 6(b) eligibility application with the Assessor, an applicant must obtain from the municipality in which such real estate that is proposed for Class 6(b) designation is located a resolution expressly stating that the municipality has determined that the incentive provided by Class 6(b) is necessary for development to occur on such real estate and that the municipality supports and consents to the Class 6(b) classification by the Assessor; and

WHEREAS, The intended use of the Subject Property will provide significant present and future employment; and

WHEREAS, Notwithstanding the Class 6(b) status of the Subject Property, the redevelopment and utilization thereof will generate significant new revenues to the City in the form of additional real estate taxes and other tax revenues; now, therefore,

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

SECTION 1. That the City determines that the incentive provided by Class 6(b) is necessary for the development to occur on the Subject Property.

SECTION 2. That the City supports and consents to the Class 6(b) classification by the Assessor with respect to the Subject Property.

SECTION 3. That the Deputy Clerk of the City of Chicago is authorized to and shall send a certified copy of this resolution to the Office of the Cook County Assessor, Room 312, County Building, Chicago, Illinois 60602 and a certified copy of this resolution may be included with the Class 6(b) eligibility application filed with the Assessor by the Applicant, as applicant, in accordance with the Ordinance.

SECTION 4. That this resolution shall be effective immediately upon its passage and approval.

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

Exhibit "A".

Legal Description Of Subject Property:

Lots 29, 30, 31, 32, 33, 34, 35, 36, 37 and the south 21 feet of Lot 38 in Block 20 in Frederick H. Bartlett's 63rd Street Industrial District in the west half of the southeast quarter of Section 18, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Real Estate Tax Index Numbers (P.I.N.s)
For The Subject Property:

19-18-422-007;

19-18-422-008;
19-18-422-009;
19-18-422-010;
19-18-422-061; and
19-18-422-062.

Re-Referred -- APPROVAL FOR RENEWAL OF CLASS 6(b)
TAX INCENTIVE BENEFITS FOR PROPERTY AT
4450 SOUTH MORGAN STREET.

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Economic, Capital and Technology Development, having had under consideration a proposed resolution introduced by Alderman Balcer (11th Ward) authorizing the renewal of Class 6(b) tax incentives for the property located at 4450 South Morgan Street pursuant to the Cook County Real Property Classification Ordinance, begs leave to recommend that Your Honorable Body *Re-Refer* said resolution which is transmitted herewith to the Committee on Finance.

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

Respectfully submitted,

(Signed) MARGARET LAURINO,
Chairman.

On motion of Alderman Laurino, the committee's recommendation was *Concurred In* and the said proposed resolution transmitted with the foregoing committee report was *Re-Referred to the Committee on Finance* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schuler, Stone -- 47.

Nays -- None.

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

**COMMITTEE ON ENERGY, ENVIRONMENTAL
PROTECTION AND PUBLIC UTILITIES.**

**AUTHORIZATION FOR EXECUTION OF INTERGOVERNMENTAL
AGREEMENT WITH ATTORNEY GENERAL OF ILLINOIS
FOR EXPENDITURE OF SETTLEMENT PAYMENT
FROM PEOPLES ENERGY CORPORATION FOR
DEVELOPMENT OF CONSERVATION AND
WEATHERIZATION PROJECTS FOR
LOW- AND MODERATE-
INCOME BUILDINGS.**

The Committee on Energy, Environmental Protection and Public Utilities submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Energy, Environmental Protection and Public Utilities held a meeting on September 27, 2006, and having had under consideration an ordinance introduced by Mayor Richard M. Daley referred on September 6, 2006, authorizing the execution of an agreement with the Illinois Attorney General and granting authority for energy conservation and weatherization projects, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) VIRGINIA A. RUGAI,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago is a home rule unit of government as defined in Article VII, Section 6(a) of the Illinois Constitution; and

WHEREAS, As a home rule unit of government, the City of Chicago may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The management of its finances is a matter pertaining to the government and affairs of the City of Chicago; and

WHEREAS, The City of Chicago (the "City"), the Illinois Attorney General (the "Attorney General"), and Peoples Energy Corporation and its affiliates ("Peoples

Energy”) have entered into a settlement agreement to settle the Reconciliation Cases (the “Settlement”) whereby Peoples Energy has agreed to pay the City and the Attorney General, jointly, up to Five Million Dollars (\$5,000,000) in the current year (the “First Installment”) and make subsequent payments of up to Five Million Dollars (\$5,000,000) annually for the next five (5) years (the “Settlement Payments”); and

WHEREAS, The use and expenditure of the First Installment are to be determined by the City, through the Commissioner of the Environment (the “Commissioner”), and the Attorney General, jointly and in their discretion; and

WHEREAS, The Settlement Payments are intended for, and conditioned upon, application toward the cost for the design, implementation and administration of programs (the “Programs”), as estimated in the discretion of the City, through the Commissioner, and the Attorney General, for conservation and weatherization projects, particularly for low- and moderate-income residential dwellings with the goal of reducing those residents’ energy usage costs; and

WHEREAS, The City and the Attorney General propose to enter into an intergovernmental agreement (“Agreement”) pursuant to which the City, by and through the Department of the Environment (“D.O.E.”), and the Attorney General will coordinate the expenditure of the First Installment and Settlement Payments and the development of the Programs; now, therefore,

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

SECTION 1. Peoples Energy has paid to the City and the Attorney General the First Installment, Four Million Sixty-seven Thousand Five Hundred Seventy-eight Dollars (\$4,067,578) of which was deposited with the City and is hereby appropriated for use as provided herein, and the balance of which has been allocated to the Attorney General and Peoples Energy in accordance with the Settlement. In addition, the City will address conservation and weatherization related initiatives through the Programs to be defined by the City and the Attorney General, and Peoples Energy shall pay to the City and the Attorney General the Settlement Payments, a portion of which will be deposited with the City, in accordance with and to the extent provided in the Settlement, and which total amount as deposited from time to time is hereby appropriated for use as provided herein. The First Installment was due within fifteen (15) business days after the Illinois Commerce Commission approved the Settlement. Pursuant to the Settlement, the Settlement Payments are due to be prepaid on each anniversary of the due date of the First Installment.

SECTION 2. The City shall establish a fund for the deposit of Five Hundred Thousand Dollars (\$500,000) from the First Installment payment received by the City. As agreed to by the Attorney General pursuant to discretion granted in the Settlement, the City may expend this amount for the reimbursement of the City’s

litigation expenses in the Reconciliation Cases and/or improvement of City facilities and equipment.

SECTION 3. The City shall establish a separate Conservation and Weatherization Initiatives Fund (the "Weatherization Fund") for the deposit of the remainder of the First Installment and Settlement Payments made by Peoples Energy and received for deposit by the City.

SECTION 4. Any use and expenditure of the remainder of the First Installment to be deposited in the Weatherization Fund shall be determined by the Commissioner and the Attorney General, jointly and in their discretion. The City and the Attorney General agree that four percent (4%) of the First Installment (the "North Shore Funds") shall be used pursuant to the Settlement for residents of the North Shore. The Attorney General shall fund the purchase of materials described in Agreement as the weatherization kits for distribution at weatherization fairs and as part of educational campaigns directed towards North Shore residents. The Attorney General and the City have agreed that the City shall purchase the weatherization kits on behalf of the Attorney General and Attorney General shall reimburse the City for all costs and expenses related to such purchase. The North Shore Funds are hereby appropriated for use as provided herein.

SECTION 5. Any Settlement Payments paid by Peoples Energy pursuant to the Settlement and deposited into the Weatherization Fund shall be spent as determined by the Commissioner and the Attorney General consistent with the terms of the Settlement and the Agreement (hereinafter defined). The specific projects to be funded from the Weatherization Fund will be selected by the Commissioner and approved by the Attorney General and may include projects relating to any of the following: energy conservation; energy efficiency; weatherization; insulation; conservation and weatherization education; or bill payment assistance. Funds in the Weatherization Fund may be used to finance the Programs or be disbursed in connection with the Programs in the form of grants, loans or equity investments. Specific initiatives and Programs contemplated to be funded through monies in the Weatherization Fund are more particularly set forth in (Sub)Exhibits C and D to the Agreement.

SECTION 6. Subject to the approval of the Corporation Counsel as to form and legality, the Commissioner or his or her designee is hereby authorized to execute and deliver the Agreement with the Attorney General in substantially the form attached hereto as Exhibit A, with such changes therein as the Attorney General may approve, provided that such changes do not amend any essential terms of the Agreement (execution of the Agreement by the Commissioner or his or her designee constituting conclusive evidence of such approval). In addition the Commissioner, and the Commissioner of any City department, or his or her designee, responsible for the design, implementation or administration of any Program or use and expenditure of funds from the First Installment, and acting consistently with the powers and duties granted any such commissioner pursuant to the Municipal Code

of Chicago, including specifically, but without limitation the Commissioner of General Services, the Commissioner of Housing, Commissioner of the Mayor's Office for People with Disabilities and the Commissioner of Public Health, shall be authorized to enter into and execute all such other agreements and instruments and to perform any and all acts as shall be necessary or advisable in connection with the implementation of the Agreement and the Settlement and the carrying out of the Programs, including entering into contracts with contractors.

SECTION 7. Prior to expenditure, all interest and other investment income earned on funds in the Weatherization Fund shall accrue to the benefit of and shall be deposited into the Weatherization Fund.

SECTION 8. To the extent that any current ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause, or provision shall not affect any of the other provisions of this ordinance.

SECTION 9. This ordinance shall be in force and effect upon passage and approval.

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

Exhibit "A".
(To Ordinance)

Intergovernmental Agreement.

This intergovernmental agreement (the "Agreement") is made and entered into as of _____, 200__ (the "Effective Date"), by and between the State of Illinois represented by the Attorney General of the State of Illinois, (the "Attorney General"), and the City of Chicago, an Illinois municipal corporation (the "City"), acting by and through its Department of Environment ("D.O.E."). The City and the Attorney General are sometimes referred to herein each as a "Party" and collectively as the "Parties".

Recitals.

Whereas, Pursuant to an order dated June 6, 2006 (the "Order"), attached hereto as (Sub)Exhibit A (entered in connection with *The People of the State of Illinois*

v. Peoples Energy Corp., et al., Number 05 CH 5124 commenced by the Attorney General against the Peoples Companies (as defined in the Order) and entered in connection with *City of Chicago v. The Peoples Gas Light & Coke Company, et al.*, Number 05 CH 5107 commenced by the City, each case pending before the Circuit Court of Cook County, Illinois, County Department, Chancery Department and later consolidated), the Attorney General and the City have agreed to settle and compromise certain claims (the "Settlement") against the Peoples Companies (as defined therein); and

Whereas, The Attorney General, the City and the Peoples Companies have entered into a Settlement and Release Agreement, dated January 17, 2006 (the "Settlement Agreement"), attached hereto as (Sub)Exhibit B, whereby the Peoples Companies have agreed in part to pay to the City and the Attorney General, jointly, an amount up to Five Million Dollars (\$5,000,000) per year for six (6) years totaling an amount up to Thirty Million Dollars (\$30,000,000) (the "Settlement Funds"); and

Whereas, The City and the Attorney General jointly received the first installment of \$_____ in Settlement Funds on July __, 2006 (the "First Installment") and agreed to deposit \$_____ into city fund Number _____ (the "City Fund") and Five Hundred Thousand Dollars (\$500,000) into city fund Number _____ (the "Boiler Retrofit Fund"), which amounts are to be expended in accordance with the terms of this Agreement and the Settlement Agreement; and

Whereas, Pursuant to the Settlement Agreement any use and expenditure of the First Installment shall be determined by the City and the Attorney General, jointly and in their discretion and any additional Settlement Funds paid by Peoples Energy pursuant to the Settlement Agreement shall fund projects for the conservation and weatherization of low- and moderate-income residential dwellings as determined by the City and the Attorney General; and

Whereas, The parties have agreed that additional installments of the Settlement Funds from the Peoples Companies, to be paid on each anniversary of the due date of the First installment, may be deposited into the City Fund, or any other fund agreed to by the parties; and

Whereas, The Attorney General agrees that the City is entitled to Five Hundred Thousand Dollars (\$500,000) of the First Installment as compensation for its litigation expenses pursuant to the terms of Section II. A. of the Settlement Agreement and may use such funds within its discretion; and

Whereas, The City shall use Five Hundred Thousand Dollars (\$500,000) of the First Installment deposited into the Boiler Retrofit Fund for the installation of combustion efficiency monitor units on boilers owned by the City on City property, and training for the boiler operators (the "Boiler Retrofit"); and

Whereas, The City has proposed to the Attorney General to use the remaining Settlement Funds to implement certain programs of conservation and weatherization for low- and moderate-income residential dwellings, including, but not limited to, residential improvements and education for residents within Peoples Companies' service areas to reduce residents' energy usage and costs (the "Programs"), as more fully described in (Sub)Exhibit C, and the City has submitted estimated budgets for such Programs (the "Budgets"), as set forth in (Sub)Exhibit D. The Boiler Retrofit is included in the Budget, but is not a part of the Programs; and

Whereas, The Attorney General has reviewed the proposed Programs and Budgets for the First Installment and has agreed to the uses and expenditures described therein; and

Whereas, The City will seek the approval of the Attorney General for the expenditure of any future installments of Settlement Funds; and

Whereas, The City and the Attorney General have agreed to allocate a certain portion of the Settlement Funds for programs of conservation and weatherization for low- and moderate-income residential dwellings within North Shore Gas' service areas, which programs include, but not be limited to, residential improvements and education for residents to reduce energy usage and costs (the "North Shore Programs"); and

Whereas, The Attorney General wishes to approve the City's use of the Settlement Funds in an amount not to exceed Thirty Million Dollars (\$30,000,000) to finance the Programs in accordance with the terms of this Agreement and the Settlement Agreement; and

Whereas, Execution of this Agreement by the City is authorized by an ordinance adopted by the City Council of the City on _____ and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for said date at _____;

Now, Therefore, In consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 1. Incorporation Of Recitals.

The matters recited above are hereby incorporated into and made a part of this Agreement.

Section 2. Term.

This Agreement shall commence on the date this Agreement is signed by both parties specified above as the Effective Date, and shall continue for a continuous

term until the earlier of the completion of the terms of this Agreement or such time as either party terminates this Agreement in accordance with Section 6 herein ("Term").

Section 3. Program Administration.

The City agrees as follows:

(a) four percent (4%) of the Settlement Funds shall be paid by the Peoples Companies directly to the Attorney General to be spent on the development of the North Shore Programs by the Attorney General;

(b) the City shall implement the Programs in accordance with the descriptions in (Sub)Exhibit C;

(c) the City shall use the Settlement Funds for the Programs, in accordance with the Budgets, attached in (Sub)Exhibit D, subject to the approval of the Attorney General as described in Section 4;

(d) the City shall maintain an accounting system acceptable to the Attorney General for the implementation of the Programs;

(e) the City shall submit to the Attorney General financial and activity reports semi-annually covering the previous six (6) month period. Such reports shall detail Program expenditures and revisions, if any, of timetables and activities to reflect the current Program status and future activity. In addition to reports, the City agrees to render to the Attorney General, upon demand of the Attorney General, a complete and satisfactory accounting of any and all Settlement Funds expended pursuant to this Agreement;

(f) the City shall permit agents of the Attorney General to inspect the financial records of the City as they relate directly to this Agreement;

(g) the City shall permit agents of the Attorney General to enter the premises of the City where the Programs are located, if applicable, to observe the operation of the Programs. The Attorney General shall give the City reasonable notice of intent to enter for purposes of observing, and such observation shall not unreasonably interfere with the conduct of the City in implementing the Programs;

(h) except with respect to the First Installment, each April 1 beginning in 2007, or such other date agreed to by the Parties, the City shall submit to the Attorney General proposed Program descriptions and Budgets to be paid for with the Settlement Funds anticipated to be deposited as soon as paid by the Peoples Companies;

(i) except with respect to the First Installment, once the City has received the Attorney General's Approval as described in Section 4(c), the City shall submit to the Peoples Energy Corporation the Approval together with an estimated amount of the Programs and the North Shore Programs, as required in the Settlement Agreement;

(j) except for the monies to be spent on the Boiler Retrofit, the City shall deposit all Settlement Funds it receives into the City Fund; and

(k) the City shall comply with all laws, statutes, ordinances, rules and regulations of all federal, State, county, and municipal authorities now in force, or which may hereafter be in force, pertaining to the performance of this Agreement.

Section 4. Program Approval.

The Attorney General agrees as follows:

(a) four percent (4%) of the Settlement Funds shall be paid by the Peoples Companies directly to the Attorney General and the Attorney General shall work with the appropriate parties for the development of the North Shore Programs with such funds;

(b) except with respect to the First Installment, the Attorney General shall review the proposed Program descriptions and Budgets submitted by the City pursuant to Section 3(g) and respond to the City's proposal no later than fifteen (15) days following the City's submission of the proposed Programs;

(c) except with respect to the First Installment, the Attorney General's approval of the Programs and Budgets, which approval shall not be unreasonably withheld, shall be delivered to the City in the form attached as (Sub)Exhibit E hereto (the "Approval") no later than thirty (30) days from the City's submission of proposed Programs to the Attorney General;

(d) the Attorney General authorizes the deposit of the Settlement Funds identified in the Approval into the City Fund; and

(e) upon delivery of an installment of the Settlement Funds into the City Fund, the Attorney General, authorizes the City to expend the funds in accordance with the Approval and agrees that the Settlement Funds contained therein shall be under the exclusive control of the City subject to the terms of the Approval, the Settlement Agreement and this Agreement.

Section 5. Availability Of Funding Sources Of Funding.

Funding of the Programs is subject to (1) the Peoples Companies' compliance with the terms of the Settlement Agreement and (2) the Approval of the Attorney

General. Furthermore, in the event that no Settlement Funds or insufficient Settlement Funds are delivered to the City, then the City may notify the Attorney General of such occurrence and this Agreement may terminate on the earlier of the last day for which sufficient Settlement Funds were deposited into the City Fund or when the Settlement Funds under the Settlement Agreement are exhausted. No payments shall be expended under this Agreement beyond those amounts appropriated and budgeted in the City Fund and the Boiler Retrofit Fund.

The Parties agree that Settlement Funds will not be used to supplant any amounts currently or previously appropriated (from any source) for any program proposed by either Party. Without limitation, this clause shall mean that D.O.E. shall not apply the Settlement Funds to programs which have been previously funded by the City of Chicago or any other outside funding source and which funds are available for request for continued funding or which funds have already been appropriated by the Chicago City Council or granted by any other funding source.

Nothing in this paragraph shall prohibit use of Settlement Funds, consistent with the Settlement Agreement, for the expansion of pre-existing programs, reinstatement of discontinued or canceled programs, or implementation of pre-existing programs for which pre-existing funding has been requested and denied. Nothing in this paragraph is intended to in any way impair either party's rights and/or obligations under the Settlement Agreement.

Section 6. Termination.

This Agreement may be terminated for any reason whatsoever by either party by giving ninety (90) days prior written notice to the other party. Such notice shall comply with the Notice provision herein. If this Agreement is terminated prior to all Settlement Funds in the City Fund being spent on the Programs, the City shall spend the remaining amounts in the City Fund in accordance with the terms of the Approval and the Settlement Agreement, and if no such Approval exists then according to a mutual agreement with the Attorney General. The parties shall thereafter use good faith efforts and cooperate to implement fully and effectively the terms of the Settlement Agreement.

Section 7. Insurance.

The City is self-insured and agrees to maintain appropriate insurance relative to the duties it performs herein.

Section 8. No Funding For City Employees.

The City covenants that, other than for the purposes of funding the position of the Program Manager or staffing Program activities identified in (Sub)Exhibit D hereto, no Settlement Funds shall be expended to pay City employees.

Section 9. North Shore Programs.

The City and the Attorney General agree that four percent (4%) of the First Installment shall be used for the North Shore Programs. The Attorney General shall fund the purchase of materials described in (Sub)Exhibit D as the weatherization kits (the "Weatherization Kits") for distribution at weatherization fairs and as part of educational campaigns directed towards north shore residents. The Attorney General and the City have agreed that the City shall purchase the Weatherization Kits on behalf of the Attorney General and Attorney General shall reimburse the City for all costs and expenses related to such purchase. The City and the Attorney General agree that all payments and reimbursements from the Attorney General shall come from the four percent (4%) of the Settlement Funds reserved for the North Shore Programs. The City shall not spend more than the four percent (4%) reserved for the North Shore Programs.

Section 10. Notices.

All notices required under this Agreement shall be in writing and sent to the addresses and persons set forth below, or to such other addresses as may be designated by a party in writing. All notices shall be deemed received when (1) delivered personally; (ii) sent by confirmed telex or facsimile (followed by the actual document); or (iii) one (1) day after deposit with a commercial express courier specifying next day delivery, with written verification of receipt.

If To The City:

City of Chicago
Department of Environment
30 North LaSalle, 25th Floor
Chicago, Illinois 60602
Attention: Commissioner

If To The Attorney General:

State of Illinois
Office of the Attorney General
100 West Randolph Street, 13th Floor
Chicago, Illinois 60601
Attention: Attorney General and Special
Litigation Bureau

Section 11. Assignment.

Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party. The foregoing does not prohibit the parties from contracting with third parties to provide services to support its obligations under this Agreement.

Section 12. Interpretation.

Section titles and headings are provided for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

Section 13. Entire Agreement; Beneficiaries; Amendments.

This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements or understandings, both written and oral, between the parties with regard to the subject matter hereof. This Agreement is not intended to confer upon any person other than the parties hereto any rights or remedies. This Agreement may not be amended or modified unless it is in writing and signed by the parties hereto.

Section 14. Waivers.

The failure of a party to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Agreement or any part hereof or the right of such party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.

Section 15. Partial Invalidity.

Wherever possible, each provision hereof shall be interpreted in such a manner as to be effective and valid under applicable law, but in case any one or more of the provisions contained herein is held to be invalid, illegal or unenforceable in any respect for any reason, such provision shall be ineffective to the extent, but only to the extent, of such invalidity, illegality or unenforceability without invalidating the remainder of such invalid, illegal or unenforceable provision or provisions or any other provisions hereof, unless such a construction would be unreasonable.

Section 16. Representation Of Authority To Contract.

Each party represents and warrants to the other party that the execution and delivery of this Agreement by it has been duly authorized by all proper actions and

proceedings and that this Agreement constitutes the legal, valid and binding obligation of such party.

Section 17. Relationship.

This Agreement shall not be construed to create a partnership, joint venture or employment relationship between the parties.

Section 18. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

Section 19. Ethics.

Pursuant to Section 2-156-030(b) of the Municipal Code of Chicago, it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected official has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship. Violation of Section 2-156-030(b) of the Municipal Code of Chicago by any elected official, or any person acting at the direction of such official, with respect to this Agreement, or in connection with the transactions contemplated hereby, shall be grounds for termination of this Agreement and the transactions contemplated hereby.

Section 20. Modification.

This Agreement may not be altered, modified or amended except by a written instrument signed by all the parties hereto.

In Witness Whereof, the parties to this Agreement have signed this Agreement as of the date first above written.

The State of Illinois, represented by
Attorney General of the State of Illinois

By: _____

City of Chicago

By: _____
Commissioner,
Department of Environment

[(Sub)Exhibit "A" not referenced in this Intergovernmental Agreement with Attorney General of Illinois.]

[(Sub)Exhibit "B" referred to in this Intergovernmental Agreement with Attorney General of Illinois unavailable at time of printing.]

(Sub)Exhibits "C", "D" and "E" referred to in this Intergovernmental Agreement with the Attorney General of Illinois read as follows:

(Sub)Exhibit "C".
(To Intergovernmental Agreement With
Attorney General Of Illinois)

Program Descriptions.

*Chicago Weatherization Residential Assistance
Programs (C.-W.R.A.P.).*

*Historic Chicago Bungalow Association (H.C.B.A.)
Energy Efficiency Grants.*

Program Description.

Matching grants of up to Two Thousand Dollars (\$2,000) are available to homeowners of H.C.B.A. Certified Bungalows for upgrading or adding furnaces, air-conditioning systems, solar thermal systems, hot water heaters, insulation and water conservation measures. Matching grants of up to One Thousand Dollars (\$1,000) are available for the restoration or replacement of windows and doors. Only

owners that have certified their bungalow with the H.C.B.A. are eligible for the grants.

A Five Hundred Dollar (\$500) voucher that can be used for the purchase of energy efficient appliance may be available to any purchaser of a H.C.B.A.-Certified Historic Bungalow or any owner who spends at least Five Thousand Dollars (\$5,000) on a rehabilitation project on a Certified Bungalow.

Eligibility Requirements.

- Must be an owner of H.C.B.A. Certified Bungalows; and
- Match required.

Contractor List (service performed).

At grant recipient's discretion.

Past Contributions To This Program.

Chicago Department of Environment -- Three Hundred Thousand Dollars (\$300,000)

- Four Hundred Thousand Dollars (\$400,000) annually.

Current Program Funding Source.

Chicago Department of Environment -- Four Hundred Thousand Dollars (\$400,000)

See also: <http://www.chicagobungalow.org/finance/grants.html>

Mayor's Office For People With Disabilities (M.O.P.D.)
HomeMod Program.

Program Description.

The HomeMod program will allow people with disabilities to receive home modifications which will make their living environment accessible. Areas of modification under this program will include, but are not limited to: kitchen and

bathroom modifications, ramps and lifts. Specific modifications include, but are not limited to, installing grab bars and railings, lowering cabinets, re-hanging doors, widening doorways, installing sinks and toilets. Subsequent work may include, but is not limited to, plumbing, electrical, carpentry, masonry, dry walling, tiling and painting. Additionally, assistive technology devices and minor modifications may be provided via this program.

Weatherization Component.

At the time of property assessment for approved HomeMod applicants, homes will be assessed for additional weatherization and energy efficient opportunities including attic and sidewall insulation, door and window replacement, weatherization and air sealing, furnace repair, water heater insulation, duct insulation and thermostat replacement.

Eligibility Requirements.

- Chicago resident with a documented disability, fifty-nine (59) years of age or younger;
- Income less than eighty percent (80%) of the Chicago area mean income;
- Homeowners and renters may qualify for this program; and
- Property tax, parking tickets and water bill must be paid.

Past Contributions To This Program.

None.

Contractor List (service performed).

E.H.L.S. (Extended Home Living Service).

*contractor assurance of good service based on internal quality control measures.

Current Program Funding Source.

- Four Hundred Thousand Dollars (\$400,000) -- Chicago Corporate Fund.

- Two Hundred Fifty Thousand Dollars (\$250,000) -- United States Department of Housing and Urban Development (Community Development Block Grants).
- Fifty Thousand Dollars (\$50,000) -- M.O.W.C.

Chicago Department Of Housing
Emergency Housing Assistance Program (E.H.A.P.).

Program Description.

E.H.A.P. provides emergency repairs to dangerous, hazardous, or life threatening conditions in Chicago homes. From April 1 to November 1 repairs are limited to roofing, electrical, plumbing and carpentry. From November 1 to April 1 improvements are limited to the repair or replacement of heating units as well as other heat related repairs, and plumbing repairs. If property is sold within one (1) year of receipt of assistance, the entire loan shall be repaid. After one (1) year the loan is fully forgiven.

Weatherization Component.

At the time of property assessment for approved E.H.A.P. applicants, homes will be assessed for additional weatherization and energy efficient opportunities including, but not limited to, attic and sidewall insulation, door and window replacement, weatherization and air sealing, furnace repair, water heater insulation, duct insulation and thermostat replacement.

Eligibility, Requirements.

- One (1)-to-four (4) flat buildings;
- Applicants must live in the property;
- Applicants must have no other means to pay for repair; and
- Income eligibility:

Family Size	Income Limits (50% of median income)
1	\$26,400
2	\$30,150
3	\$33,950
4	\$37,700
5	\$40,700
6	\$43,750
7	\$46,750
8	\$49,750

Past Program Contributions.

Three Hundred Fifty Thousand Dollars (\$350,000) for roofing insulation.

Contractor List.

- Job Order Contractors (J.O.C.);
- Alco Construction (roofs and porches);
- Maxwell Services (roofs and furnaces);
- Oakk Construction (roofs, furnaces, electrical and plumbing);
- Koal Heating (furnaces only);
- Parliament Builders (furnaces, porches, electrical and plumbing); and
- Solid Builders (roofs only).

Current Program Funding Source.

Six Million Five Hundred Thousand Dollars (\$6,500,000) -- United States Department of Housing and Urban Development (Community Development Block Grants).

Chicago Department Of Housing
Target Blocks Facade Program (City Blocks).

Program Description.

The Facade Program provides a two (2) year forgivable loan for the rehabilitation of single-family residences including, but not limited to, front door replacement, window replacement, siding and masonry repair, gutter and down spout repair, front porch and walkway repair, installation of handrails, fencing and lighting and the painting all front surfaces.

Weatherization Component.

At the time of property assessment for approved Target Blocks applicants, homes will be assessed for additional weatherization and energy efficient opportunities including, but not limited to, attic and sidewall insulation, door and window replacement, weatherization and air sealing, furnace repair, water heater insulation, duct insulation and thermostat replacement.

Eligibility Requirements.

Eligible projects will be reviewed by a D.O.H. construction specialist with priority given to health and safety related items and must be:

- Close proximity to D.O.H. investment areas.
- owner occupied one (1) to four (4) unit buildings;
- in close proximity to a community anchor such as C.A.P.S., block club, school, church or other community base area;
- within a target area of significant crime that needs to be addressed;
- property tax, parking tickets and water bill must be paid;
- in an area where the a majority of the block(s) must be at or below eighty percent (80%) of the Chicago area median income; and
- income eligibility:

Family Size	Income Limits (80% of median income)
1	\$41,700
2	\$47,700
3	\$53,650
4	\$59,600
5	\$64,350
6	\$69,150
7	\$73,900
8	\$78,550

Past Contributions To This Program.

None.

Contractor List.

All work is performed by contractors who have been pre-selected by the City through a competitive bid process and are licensed, insured and bonded.

Current Program Funding Source.

Nine Hundred Thousand Dollars (\$900,000) -- Corporate Fund.

Chicago Department Of Public Health
Torrens Fund -- Lead Hazard Control.

Program Description.

The Torrens Fund is designed to eliminate lead-based paint hazards in housing for low-to moderate-income families throughout the City of Chicago. Services include the removal and stabilization of all lead based paint and lead hazards in homes with young children including, but not limited to, window replacement, painting, drywall replacement or stabilization and capping of exterior surfaces containing lead based

paint. Full grants may be provided to income eligible single-family homes, with matching grants ranging from five percent (5%) to fifty percent (50%) for multi-unit housing.

Weatherization Component.

At the time of property assessment for approved Torrens Fund applicants, homes will be assessed for additional weatherization and energy efficient opportunities including, but not limited to, attic and sidewall insulation, door and window replacement, weatherization and air sealing, furnace repair, water heater insulation, duct insulation and thermostat replacement.

Eligibility Requirements.

Eligible projects will be reviewed by a Public Health Lead Inspectors for the presence of lead-based paint, and as a minimum must be:

- a single-family or multi-family property where a child under six (6) years of age resides;
- property owner of single-family buildings must be low-to moderate-income persons as defined by the United States Department of Housing and Urban Development;
- property owners of multi-unit buildings are eligible if the tenants are low-income (sixty-five percent (65%) of H.U.D. income) and have a child less than six (6) years of age residing in the building; and
- housing units must be constructed prior to 1978.

Past Contributions To This Program.

None.

Contractor List.

All work is performed by licensed lead abatement contractors who submit bids on a building by building basis and are listed as City approved subcontractors with Neighborhood Housing Services of Chicago (N.H.S.):

A & B Environmental Construction, Inc.	A's & B's Envirstuct Inc.
ADM Construction, Inc.	AMW Environmental
ARC Environmental	ABET Construction

Across Environmental	Accurate Environmental Solutions, Inc.
B.B. Construction	Beckwith Enterprise, Inc.
CASS Environmental Inc.	MAMAX, Inc.
S.C. Environmental	Sanchez Environmental
Macro Painting and Remodeling Lead Removal	

Current Program Funding Source.

Four Million Seven Hundred Eighty Thousand Dollars (\$4,780,000) -- United States Department of Housing and Urban Development Grant Period: Ongoing, current funding through July 31, 2008.

Chicago Department Of Public Health
Chicago Lead Safe Housing Initiative.

Program Description.

The Torrens Fund is designed to eliminate lead-based paint hazards in housing for low- to moderate-income families throughout City of Chicago target areas. Services include the removal and stabilization of all lead-based paint and lead hazards in homes with young children including, but not limited to, window replacement, painting, drywall replacement or stabilization and capping of exterior surfaces containing lead-based paint. Full grants may be provided to income eligible single-family homes, with matching grants ranging from five percent (5%) to fifty percent (50%) for multi-unit housing.

Weatherization Component.

At the time of property assessment for approved Chicago Lead Safe Housing Initiative applicants, homes will be assessed for additional weatherization and energy efficient opportunities including, but not limited to, attic and sidewall insulation, door and window replacement, weatherization and air sealing, furnace repair, water heater insulation, duct insulation and thermostat replacement.

Eligibility Requirements.

Eligible projects will be reviewed by a Public Health Lead Inspectors for the presence of lead-based paint, and as a minimum must be:

- located on the west side target area (Austin, East and West Garfield Park, Humbolt Park, North and South Lawndale, Lower West Side) or south side target areas (Washington Park, Englewood, West Englewood, Roseland, New City, Great Grand Crossing, Auburn Gresham, West Pullman);
- a single-family or multi-family property where a child under six (6) years of age resides;
- property owner of single-family buildings must be low-to moderate-income persons as defined by the United States Department of Housing and Urban Development;
- property owners of multi-unit buildings are eligible if the tenants are low-income (sixty-five percent (65%) of H.U.D. income) and have a child less than six (6) years of age residing in the building; and
- housing units must be constructed prior to 1978.

Past Contributions To This Program.

None.

Contractor List.

All work is performed by licensed lead abatement contractors who submit bids on a building by building basis and are listed as City approved subcontractors with Neighborhood Housing Services of Chicago (N.H.S.):

A & B Environmental Construction, Inc.	A's & B's Envirstruct Inc.
ADM Construction, Inc.	AMW Environmental
ARC Environmental	ABET Construction
Across Environmental	Accurate Environmental Solutions, Inc.
B.B. Construction	Beckwith Enterprise, Inc.
CASS Environmental Inc.	MAMAX, Inc.
S.C. Environmental	Sanchez Environmental
Macro Painting and Remodeling Lead Removal.	

Current Program Funding Source.

Seven Million Dollars (\$7,000,000) -- United States Department of Housing and Urban Development Grant Period: Ongoing, current funding through December, 2008.

Furnace Repair And Maintenance.

Program Description.

At the time of property assessment it will be determined if the furnace or residential heating system is in need of either replacement or professional repair in order to optimize efficiency and lower utility costs. This service will apply to all programs that do not currently have a furnace repair component, specifically HomeMod (M.O.P.D.), Target Blocks (D.O.H.), Torrens Program (C.D.P.H.), and the Chicago Lead Safe Housing Initiative (C.D.P.H.). Furnace repair will be performed on a first come first serve basis.

Eligibility Requirements.

Applicants must be eligible per each program pre-existing guidelines. Furnace repair will be performed upon inspection if it is determined that the unit is not functioning properly.

Past Contributions To This Program.

None.

Contractor List.

The below listed contractors can perform furnace repair and replacement and are currently in good standing with the City under the pre-existing J.O.C. contracts through D.O.H.:

Oakk Construction;

Koal Heating;

Parliament Builders.

Funding Allocations.

\$10,750

HomeMod (Mayors Office for People with Disabilities)

\$10,750	Target Blocks (Department of Housing)
\$10,750	Torrens Program (Department of Public Health)
<u>\$10,750</u>	Chicago Lead Safe Housing Initiative (Department of Public Health)
\$43,000	

Chicago Department Of Environment
Job Training Weatherization Program.

Program Description.

Greencorps Chicago's mission is to improve the quality of life throughout Chicago by providing horticultural instruction, materials and employment. Greencorps Chicago is a program of the D.O.E. in partnership with W.R.D. Environmental. Greencorps Chicago offers workshops, plant materials, technical assistance and educational programs to organizations working in a public space. In addition to the community greening programs offered by Greencorps Chicago, the program also offers a job-training program. Greencorps Chicago offers a six (6) month training program in landscaping and horticulture, usually beginning each March.

Weatherization Component.

Greencorps Chicago will be adding a weatherization component to their curriculum and work schedules. Trainees will be instructed on the use of blower door tests and the installation of a variety of weatherization materials including insulation, caulking, weather stripping and programmable thermostats. During the heating season of 2006/2007, crews will assist with the weatherization of homeless shelters and single-room occupancy facilities in the City of Chicago. Additionally, crews will help staff the weatherization fairs that occur in the fall and early winter.

Past Contributions To This Program.

Chicago Department of Environment -- Twenty Thousand Seven Hundred Five and 15/100 Dollars (\$20,705.15).

Eligibility Requirements.

Homeless Shelter (recognized by the Chicago Department of Humans Services) and Single-Residence Occupancy Facilities (nonprofit status).

Contractor List (service performed).

Greencorps Staff.

Chicago Department Of Environment
Weatherization Fairs/Education Campaign.

Program Description.

The D.O.E. will manage a public education campaign focusing on the importance and benefits of energy conservation and weatherization. The D.O.E. will also offer a variety of training seminars for residents and building operators on energy conservation measures. Lastly, the D.O.E. will provide weatherization kits to approximately forty thousand (40,000) Chicago residents to assist with reducing energy costs associated with winter heating.

In addition to the education campaign, the D.O.E. will coordinate a series of "Mayor Daley's Winter Preparedness Heating Fairs" at which Chicago residents will have direct access to all local utility subsidy programs, home weatherization training and a free weatherization kit to assist with energy conservation. These events will run throughout the heating season and be coordinated in conjunction with state and local weatherization efforts.

Chicago Department Of Environment
Chicago Department Of General Services
Alternative Technologies And Energy Efficiency Projects.

Program Description.

The D.O.E. will offer grants for the purchase and installation of new energy efficient technologies, and provide materials in support of energy conservation and efficiency. Specifically, grants will be offered for the purchase and installation of ground source heat pumps and reflective roofing materials. The D.O.E. will also work with the Department of General Services to provide energy efficient retrofits to large boilers. Additionally, the D.O.E. will provide vouchers for the purchase of weatherization materials, energy efficient light bulbs and radiant heat regulators free of charge to low-income Chicago residents. Finally, D.O.E. will implement the Green Residential Standard, a guide for building energy efficient residential units.

(Sub)Exhibit "D".
 (To Intergovernmental Agreement With
 Attorney General Of Illinois)

Program Budgets.

Weatherization Program -- Itemized Costs 2006 -- 2007			
Weatherization Assistance (C-WRAP)			
Item	Unit(s)	Amount	Subtotal Amount
Bungalow Association: Energy Efficient Retrofit Grants	To be determined	\$400,000.00	
Mayor's Office for People with Disabilities: HomeMod Program	60	100,000.00	
Department of Housing: Emergency Home Assistance Program	265	400,000.00	
Department of Housing: Target Blocks Program			
Department of Public Health: Torrens Lead Abatement Program	240	362,578.00	
Department of Public Health: Chicago Lead Safe Housing Initiative			
Furnace Repair and Maintenance for above named programs		43,000.00	
Department of Environment: Job Training/Weatherization		200,000.00	
Program Subtotal (annual)			\$1,505,578
Weatherization Materials, Labor and Services menu that is available for the above programs.			

Item	Unit(s)	Amount	Subtotal Amount
Insulation (attic)	per square foot	\$ 1.00	
Insulation (sidewall)	per square foot	1.00	
Weatherstripping (doors and windows)	per door/window	40.00	
Air Sealing (caulk, air sealing)	per square foot	1.00	
Water Heater Blanket	per tank	40.00	
Window Replacement	per window	350.00	
Door Replacement	per door	350.00	
Thermostat Upgrade	per thermostat	120.00	
Duct Sealing and Repair	per linear foot	6.00	
Blower Door Testing	1	830.00	
Furnace Repair	1	2,000.00	
Weatherization Fairs/Education Campaign			
Item	Unit(s)	Amount	Subtotal Amount
Weatherization Fairs Technical Support	To be determined	\$100,000.00	
Outreach and advertising	45,000	50,000.00	
Seminars	20	25,000.00	
* Building Operator Training at CCGT			
* Residential Weatherization at CCGT			

Item	Unit(s)	Amount	Subtotal Amount
Weatherization Kits for Distribution to residents	40,000	\$800,000.00	
Program Subtotal (annual)			\$ 975,000
Weatherization Kit Contents			
Plastic Shrink Window Kit	3 pack	\$ 5.00	
Foam Insulation for switch Plates	8 pack	2.00	
Foam Insulation for outlets	8 pack	2.00	
Door Weatherstripping	2 pack	2.00	
CFL Light Bulb	1 bulb	1.00	
Door Jam Weatherstripping	1 strip	2.00	
Alternative Technologies/Energy Efficiency			
Item	Unit(s)	Amount	Subtotal Amount
Ground Source Heat Pump Installation Grants (D.O.E.)	40	\$200,000.00	
Radiant Heat Regulators (D.O.E.)	500	50,000.00	
Boiler Retrofits (D.G.S.)	46	500,000.00	
Reflective Roofing Program (D.O.E.)	80	400,000.00	
CFL Light Bulbs	12,000	12,000.00	
Home Depot Weatherization Vouchers	2,500	125,000.00	
Green Residential Standard Implementation		200,000.00	
Program Subtotal (annual)			\$1,487,000

Personnel			
Item	Unit(s)	Amount	Subtotal Amount
Project Manager	per year	\$100,000.00	
Program Subtotal (annual)			\$ 100,000
TOTAL			\$4,067,578

(Sub)Exhibit "E".
 (To Intergovernmental Agreement With
 Attorney General Of Illinois)

Attorney General Approval.

To: City of Chicago, by and through its Department
 of the Environment (the "City")

Date: _____

In response to your request for approval of the attached program descriptions and budgets (the "Programs") pursuant to the Agreement, the Settlement Agreement and the Order please be advised that the State of Illinois represented by the Attorney General of the State of Illinois, (the "Attorney General") has authorized the City's expenditure of \$ _____ amount of Settlement Funds for the Programs.

The Attorney General is authorizing this request in connection with the following:

1. Settlement and Release Agreement by and among the Attorney General, the City and the Peoples Companies (as defined therein), dated January 17, 2006 (the "Settlement Agreement").
2. Order entered in connection with *The People of the State of Illinois v. Peoples Energy Corp., et al.*, Number 05 CH 5124 commenced by the Attorney General against the Peoples Companies (as defined in the Order) and entered in connection with *City of Chicago v. The Peoples Gas Light & Coke*

Company, et al., Number 05 CH 5107 commenced by the City, each case pending before the Circuit Court of Cook County, Illinois, County Department, Chancery Department and consolidated, dated [_____] (the "Order").

3. Intergovernmental Agreement by and between the Attorney General and the City of Chicago, acting by and through its Department of Environment, dated _____, 200__ (the "Agreement").

The Attorney General has received the following documents from the City and hereby approves each in the form attached hereto:

1. Program Budget
2. Scope or Description of the Program

The Attorney General requests that the City submit to Peoples Energy Corporation this approval and the attachments hereto as evidence of the estimated amount of the Programs pursuant to Section IIB of the Settlement Agreement. The Attorney General agrees that the Settlement Funds received by the City from Peoples Energy Corporation shall be under the exclusive control of the City subject to the terms of this approval, the Settlement Agreement and the Agreement.

The State of Illinois, represented by
Attorney General of the State of Illinois

By: _____

AUTHORIZATION FOR ESTABLISHMENT OF PILOT PROGRAM FOR
USE OF LIQUEFIED PETROLEUM GAS FUELED INDUSTRIAL
FORKLIFT TRUCKS IN CONJUNCTION WITH CERTAIN
SPECIAL EVENTS AT MC CORMICK PLACE.

The Committee on Energy, Environmental Protection and Public Utilities submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Energy, Environmental Protection and Public Utilities held a meeting on September 27, 2006, and having had under consideration an ordinance introduced by Aldermen Madeline Haithcock and Burton Natarus on July 26, 2006 and substituted on September 27, 2006, establishing a pilot program to authorize the use of liquefied petroleum gas fueled industrial forklift trucks in connection with special events at the McCormick Place, begs leave to report and recommend that Your Honorable Body *Pass* the substitute ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) VIRGINIA A. RUGAI,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The Fire Commissioner may establish a pilot program to authorize the use of liquefied petroleum gas fueled industrial forklift trucks in connection with specified events at the McCormick Place complex for the period beginning

October 10, 2006 and ending December 5, 2006. Pursuant to the program, the Fire Commissioner shall establish in writing procedures and policies regulating such use for the purpose of ensuring the safety of employees and the public. Any person who fails to follow such procedures or policies is in violation of Section 15-26-540 of the Code.

SECTION 2. This ordinance shall be effective upon its passage and approval.

COMMITTEE ON HEALTH.

**AUTHORIZATION FOR EXECUTION OF INTERGOVERNMENTAL
AGREEMENT WITH CHICAGO BOARD OF EDUCATION
FOR PROVISION OF SCHOOL-BASED ORAL HEALTH
SERVICES WITHIN CHICAGO PUBLIC SCHOOLS.**

The Committee on Health submitted the following report:

CHICAGO, October 2, 2006.

To the President and Members of the City Council:

The Committee on Health met on Monday, October 2, 2006 to hear an ordinance introduced by Mayor Richard M. Daley calling for an intergovernmental agreement between the Chicago Department of Public Health and Chicago Public Schools for oral healthcare in schools.

The measure was passed by a viva voce vote.

Sincerely,

(Signed) ED H. SMITH,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City"), a municipal corporation, is a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, The Board of Education of the City of Chicago (the "Board") and the City, acting by and through its Department of Public Health ("C.D.P.H."), desire to enter into an intergovernmental agreement ("Agreement") whereby the Board and C.D.P.H. will continue a collaborative effort to provide a comprehensive dental sealant program, dental exam/screening and other related services, all as part of an Oral Health Program (the "Program") in the Chicago Public Schools ("C.P.S."); and

WHEREAS, The 1970 Illinois Constitution, Article VII, Section 10, and the Illinois Intergovernmental Cooperation Act, Illinois Compiled Statutes, Chapter 5, Act 220, give local units of government and public agencies the right to contract among themselves to obtain services and encourage intergovernmental cooperation; now, therefore,

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

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

SECTION 2. The Mayor is hereby authorized, subject to review by the Corporation Counsel, to enter into and execute such agreements, amendments and documents as are required or necessary to implement the Program.

SECTION 3. The Commissioner of the Chicago Department of Public Health (the "Commissioner") is hereby authorized, subject to review by the Corporation

Counsel, to enter into and execute an intergovernmental agreement (the "Agreement") between the City and the Board in substantially the form attached as Exhibit A to this ordinance, and such agreements, amendments and documents as are required or necessary to implement the terms of the Agreement and the Program.

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

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

Exhibit "A".

Intergovernmental Agreement

Between

The City Of Chicago

By And Through Its

Department Of Public Health

And

The Board Of Education Of The City Of Chicago

For

A School-Based Oral Health Program.

This intergovernmental agreement for a School-Based Oral Health Program (the "Agreement"), made and entered into as of 2006 ("Effective Date"), is by and between the Board of Education of the City of Chicago (the "Board"), a body politic and corporate commonly known as the Chicago Public Schools, and the City of Chicago (the "City"), a municipal corporation and home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, by and through its Department of Public Health ("C.D.P.H.").

Recitals.

Whereas, For the purposes of this Agreement the City of Chicago and C.D.P.H. shall collectively be referred to as the "City"; and

Whereas, Since 2002, the Board and the City have collaborated to provide a comprehensive dental sealant program, dental education program, dental exam/screening program and other related services, all as part of an Oral Health Program (the "Program") in the Chicago Public Schools ("C.P.S."); and

Whereas, The Board and the City desire to continue this collaboration and continue to provide the Program to C.P.S. students; and

Whereas, On May 24, 2006, the members of the Chicago Board of Education authorized the execution of this Agreement pursuant to Board Report 06-0524-ED16; and

Whereas, The City Council adopted an ordinance authorizing the execution of this Agreement between the City and the Board on _____, 2006;

Now, Therefore, In consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Article One.

Incorporation Of Recitals.

The recitals set forth above are hereby incorporated herein by reference and made a part hereof.

Article Two.

Oral Health Program.

2.1 Statement Of Purpose.

The Board and City enter into this collaborative Agreement for the purpose of promoting the dental health of C.P.S. students ("Students") and maximizing their learning potential.

2.2 Scope Of Program.

A. Program Overview:

1) In conformance with the standards, guidelines and policies set forth in the Illinois Dental Practice Act (225 ILCS 25/ (the "Act")) and the C.D.P.H./C.P.S. School-Based Oral Health Program Protocol (the "Protocol"), as revised from time to time, the City, acting through dentists employed by the C.D.P.H. ("C.D.P.H. Dentists") and subcontractor dentists ("Provider Dentists"), collectively referred to as "Oral Health Providers", shall furnish the school-based preventative dentistry services listed in Subsection 2.2 B(1) herein below (collectively, the "Oral Health Services") to Students as follows: during the first (1st) year of the Term, as described in Article III below, Oral Health Services shall be provided to Students in Pre-Kindergarten, Kindergarten, Grades 2 and 3, and Grades 6 and 8, subject to the permission of the participating school's principal and parental/guardian consent. Thereafter, the City shall provide Oral Health Services to all pre-high school Students. As specified in this Agreement, the Board shall collaborate with the City to see that the Oral Health Services are provided as specified in this Agreement.

2) Oral Health Services furnished hereunder shall be provided at no charge to the Board, or the Students, or their families. It is understood and agreed that the City may bill the Health and Family Services ("H.F.S.") for Oral Health Services furnished by C.D.P.H. Dentists to Students who are enrolled in Medicaid, AllKids, or both; and each Provider Dentist may bill the H.F.S. for Oral Health Services that such Provider Dentist furnishes to these Students.

With respect to Oral Health Services provided to Students who are not enrolled in either Medicaid or AllKids, the City may bill private insurance for Oral Health Services provided by C.D.P.H. Dentists, or it may utilize other funding sources, as applicable; and each Provider Dentist may bill private insurance for Oral Health Services that such Provider Dentist provides. If a Student is not covered by Medicaid or AllKids, and does not have private insurance, the provided Oral Health Services shall be deemed to be "donated".

The City agrees to advise all Provider Dentists of the following in writing:

- neither the Board, nor the City, nor the Students, nor their families shall be responsible for paying for any Oral Health Services furnished by a Provider Dentist; and
- the above-described rights of Provider Dentists to bill H.F.S. and private insurance for the furnished Oral Health Services; and that neither the City nor the Board will assist Provider Dentist with such billings; and

- if a Student is not covered by Medicaid or AllKids, and does not have private insurance, the Oral Health Services provided shall be deemed to be "donated".

B. Oral Health Services.

1) Oral Health Services to be provided by Oral Health Providers under this Agreement consist of the following: an exam/screening, prophylaxis (cleaning) and fluoride treatment ("Dental Exam/Screening"), and applying dental sealants to Students at their Dental Exam/Screening, as needed.

2) It is understood and agreed that prior to providing any Oral Health Services to a Student, the Oral Health Provider must receive from the school, a signed original of such Student's Consent Form. While obtaining a signed Authorization Form for each Student participating in the Program is desirable, no Student shall be excluded from receiving Oral Health Services if s/he does not have a signed Authorization Form. (For the Consent Form and Authorization Form, refer to Section 2.2 C (1) herein below).

3) An Oral Health Provider may turn away a scheduled Student only if the Oral Health Provider has not received the required signed Consent Form for that Student, or if the Oral Health Provider and the school principal or his/her authorized representative ("School Representative") jointly determine that concerns related to such Student's health or safety preclude the Oral Health Provider from providing Oral Health Services to that Student in whole or in part at that time. It is understood and agreed that any such joint determination must be documented in a writing signed by the Oral Health Provider and acknowledged by the school Representative, and must describe the underlying health and/or safety concerns. The signed original shall go in the Student's Medical Folder that is kept at the school and the Oral Health Provider shall receive a copy. It is the responsibility of the Oral Health Provider to provide a copy of this document to the C.D.P.H. Contact.

C. Program Support And Administrative Services.

In addition to providing the above-described Oral Health Services as specified in this Agreement, the City agrees to provide the following Program Support and Administrative Services:

1) Outreach Services. City shall provide Outreach Services to Students and their families to encourage preventive oral health activities and participation in the Program. These Outreach Services include, but are not limited to providing to the Board, Introductory Materials and Registration Materials (including Consent and Authorization Forms), and other written information (collectively,

"Outreach Materials") that the Board can distribute to Students and their families. City shall provide these Outreach Materials and any City modifications thereto, in English and Spanish. The Board shall have the right to translate such Outreach Materials into additional languages. It is understood and agreed that the City shall have no liability relating to the form or substance of any such additional translations and that the Board assumes full liability and responsibility for such translations. It is understood and agreed that the Consent Forms and Authorization Forms and any modifications thereto, must be preapproved by the Board and the City. Attached hereto and incorporated herein by reference as Group (Sub)Exhibit A and Group (Sub)Exhibit B, respectively, are the current English and Spanish versions of the Consent Form and the Authorization Form.

2) Scheduling. City agrees to require its Provider Dentists and C.D.P.H., as applicable, to collaborate with designated Board and school staff to schedule Oral Health Services and other Program Services such as presentations to C.P.S. staff and parents, if applicable. If fewer than thirty (30) children having the requisite signed Consent Forms have been scheduled to be seen at a school on a given day, it is understood and agreed that the C.D.P.H. or the Provider Dentist, as applicable shall have the option to choose not to come to the school on that day. The Board Contact and the City Contact shall jointly determine the process for having the school advise Provider Dentist or C.D.P.H., as applicable, that fewer than thirty (30) Students are eligible to receive Oral Health Services on a given day and for having C.D.P.H. or the Provider Dentist, as applicable, advise the school that they choose not to provide Oral Health Services on that scheduled day. It is understood and agreed that the City, the schools, and the schools' assigned Oral Health Providers shall collaborate to increase the number of participating Students so that the schools can meet or exceed the threshold participation level of thirty (30) Students who have the requisite signed Consent Forms.

3) Equipment And Supplies And Support Staff.

- i) the Provider Dentists shall furnish all equipment and supplies that they will need to provide the Oral Health Services required under this Agreement; and
- ii) City shall furnish all equipment and supplies that C.D.P.H. Dentists will need to provide Oral Health Services required under this Agreement; and
- iii) City and Provider Dentists shall each be responsible for providing their own licensed Hygienists, Dental Assistants and Expanded Dental Support Staff (collectively "Support Staff") to facilitate their ability to provide Services hereunder.

4) Education. City agrees to provide dental education services and the associated instructional materials as deemed appropriate, subject to review by the Board.

5) Referrals. City agrees to provide referrals to community dentists for follow-up dentistry services when Students require follow-up care, and shall provide dental referral letters as needed.

6) Quality Assurance And Improvement Program. City shall design and implement a Quality Assurance and Improvement Program to monitor the Oral Health Providers' performance and their compliance with i) the standards, rules and guidelines set forth in the Act, ii) all applicable local, state and federal laws and regulations, and iii) the Protocol, as amended from time to time. This Quality Assurance and Improvement Program also shall monitor compliance of the Program with the Act and applicable local, state and federal law and regulations. It is understood and agreed that City shall remove any Oral Health Provider from the Program if the City determines that such removal is warranted under its Quality Assurance and Improvement Program. It is understood and agreed that the provisions of this paragraph 6 are not intended to limit City's ability to have an Oral Health Provider improve his/her performance by participating in a remediation program.

7) Documentation. Using the Illinois Department of Public Health Proof of School Dental Examination Form ("I.D.P.H. Dental Exam Form"), as such form may be revised by the I.D.P.H. from time to time, the Oral Health Providers shall report the oral health finding for each Student that they see and shall provide a copy of the completed form(s) to each Student and to the C.D.P.H. Contact. In addition to the foregoing, the Oral Health Provider will submit to the Student's school, a copy of the completed form for each Student whose parent/guardian has signed the Authorization Form and such Authorization Form has been given to the Oral Health Provider. If the Authorization Form has not been signed by a Student's parent/guardian, the I.D.P.H. Dental Exam Form shall not be submitted by the Oral Health Provider to the Student's school, but shall be provided only to the Student.

8) Staffing. As described in Section 2.2(B)(3) above and in Section 2.3 herein below, City shall make a good faith effort to provide an adequate number of Support Staff and Oral Health Providers to efficiently and effectively furnish Services under this Agreement.

9) Oral Health Provider Orientation. City shall provide Program orientation for all Oral health Providers.

10) Disposal Of Contaminated Items. City shall require the Oral Health Providers to use Universal Precautions, as defined by the Center for Disease Control (the "C.D.C.") and such other precautions as may be required by local,

state and federal law to safely remove and dispose of any item contaminated by blood or other potentially infectious material in the course of this Program. It is understood and agreed that City shall provide the appropriate biohazard waste pick-up and disposal for each school site and the Board shall not be responsible for the removal or disposal of any item contaminated by blood or other potentially infectious material under the Program.

11) Fingerprint-Based Criminal History Records Checks And Statewide Sex Offender Database Checks. The City's administrative responsibilities relating to fingerprint-based criminal history records checks ("Records Checks") and Statewide Sex Offender Database checks ("S.O.D. Checks") are as set forth in subparagraph 2.3(D)(2) below.

12) As provided in Section 2.7 herein below, City shall provide reports to the Board.

2.3 Staffing Obligations.

A. Qualifications, Licensure And Certifications.

1) It is understood and agreed that Oral Health Services being furnished by City hereunder shall only be provided by those Oral Health Providers and Support Staff who are properly licensed/certified, as applicable, in the State of Illinois. Also, the Board prefers that the individuals providing Oral Health Services hereunder are experienced in serving children. In addition to City's staffing obligations under Section 2.2(B)(3) Above, City shall make a good faith effort to provide an adequate number of Oral Health Providers to fulfill the Board's need for Oral Health Services under this Agreement. Such Oral Health Providers shall be permitted to begin providing Oral Health Services to Students by October 31, 2006.

2) City shall be responsible for obtaining any required licensure and certifications of all Oral Health Providers and Support Staff. The City shall advise all Oral Health Providers and Support Staff that they must bring their licenses/certificates to each school when they come to provide Oral Health Services; and that they must post such licenses/certificates as requested by the Board or required by law.

City shall submit to the Board's designated Program Manager ("Board Contact") a copy of the professional license/certification for each such person, which shall be maintained by the Board in a secured location.

B. Program Support Services.

City also shall make a good faith effort to retain and utilize a sufficient number of administrators and supervisors to assure the effective and efficient performance

of all Program Support, Administrative and Staffing Services (collectively, "Program Support Services") to be provided by City hereunder. Oral Health Services, Program Support Services and Administrative Services shall collectively be referred to as "Program Services".

C. Oral Health Provider And Support Staff License And Certification Form.

Prior to allowing any Oral Health Provider or any Support Staff to begin providing Oral Health Services hereunder, City must submit to the Board's designated Program manager ("Board Contact") the following information for such persons using the Oral Health Provider and Support Staff License and Certification Form ("Certification Form"), a copy of which is attached hereto as (Sub)Exhibit C -- Name, License/Certification Number(s) and Licensing/Certification Dates for each such person, and whether such person has previously provided these types of services to children. City agrees to send the Board Contact supplemental forms for additional Oral Health Providers and as may be required to keep the provided information current. City shall submit Certification Form and updates in a timely manner.

D. Fingerprint-Based Criminal History Records Checks And Statewide Sex Offender Database Checks.

1) City and Board agree to make the assignment of an Oral Health Provider or a Support Staff Person to provide Oral Health Services under this Agreement subject to the provisions of Section 5/34-18.5 of the Illinois School Code [§105 ILCS 5/34-18.5] ("Criminal History Records Check") and a check of the Statewide Sex Offender Database ("S.O.D. Check"), as authorized by the Sex Offender and Child Murderer Community Notification Law (730 ILCS 152/115). It is further understood and agreed that neither the Board nor the City shall knowingly allow an Oral Health Provider or a Support Staff Person to provide Oral Health Services hereunder if such person:

- has been convicted of any of the enumerated criminal or drug offenses described in subsection (c) of Section 34-18.5 of §105 ILCS 5/34-18.5; or
- has been convicted, within the past seven (7) years of any other felony under the laws of the State of Illinois; or
- has been convicted, within the past seven (7) years of any offense committed or attempted in any other state or against the laws of the United States that, if committed or attempted in Illinois, would have been punishable as a felony under the laws of Illinois; or

- has been convicted of those offenses defined in the Cannabis Control Act, 720 ILCS 550/1, et seq., except 720 ILCS 550/4(a), 550/4(b), and 550/5(a); or has been convicted of any offense defined in the Illinois Controlled Substances Act, 720 ILCS 570/100, et seq.; or
- has been found to be the perpetrator of sexual or physical abuse of any minor less than eighteen (18) years of age pursuant to proceedings under Article II of the Juvenile Court Act of 1987.

2) City Obligations. Before authorizing any Oral Health Provider or Support Staff Person to provide Oral Health Services under this Agreement, the City agrees to do the following:

- advise all persons being considered to provide such Oral Health Services that they must agree to have the Chicago Public Schools ("C.P.S.") conduct a fingerprint-based Criminal History Records Check and an S.O.D. Check on them; and that they must comply with the C.P.S. fingerprinting process, which includes the requirement that they complete and initial the paragraph titled "Criminal Background Authorization Form" in the C.P.S. Sworn Policy Statement, and that they complete the C.P.S. Fingerprinting Background Investigation Authorization and Release Form, as such documents may be revised by the Board from time to time; and
- submit to the Board Contact the names and addresses of its "short list" of the Oral Health Services Providers and Support Staff persons who the City wishes to use, using the Background Check Form attached hereto as (Sub)Exhibit D; and

The City acknowledges that completing a Criminal History Records Check may take two (2) to four (4) weeks or more, depending upon a variety of factors, and agrees to submit the Certification Form to the Board Program Contact as quickly as possible.

3) Board Obligations.

- The Board agrees to conduct a Criminal Background Check and S.O.D. Check for each person named on the City's Oral Health Provider and Support Staff Background Check Form ("Criminal Background Check Form"), if the City has provided a signed Authorization for such person and such person complies with the Board's fingerprinting process.

- Within five (5) business days of receiving the results of the Records Check and S.O.D. Check, the Board Contact shall complete the Criminal Background Check Form and fax it to City.

E. T.B. Tests And Chest X-Rays.

City acknowledges and agrees that no Oral Health Provider, and no member of the C.D.P.H. or Provider Dentist's Support Staff may provide Oral Health Services hereunder without first providing evidence that s/he is T.B.-free as evidenced by a T.B. test or chest X-ray that is less than one (1) year old. Neither the City nor the Board shall be liable for the cost of these TB tests and chest X-rays.

F. In addition to its obligation to remove certain Oral Health Providers (including Support Staff) as described in Section 2.2 (C)(6) above (Quality Assurance and Improvement Program), City agrees to immediately remove any Oral Health Provider or member of the C.D.P.H. Support Staff (and to cause Provider Dentists to remove any member of their Support Staff) from providing Oral Health Services hereunder, if it is alleged that such person(s) are endangering the health or safety or welfare of any C.P.S. Student, even if the Board has not requested such removal in writing. City further agrees that the Board shall not bear any costs associated with the removal of an Oral Health Provider or Support Staff member for cause. It is understood and agreed that if, after investigating any such allegation of endangerment, the Board and City determine that there is no basis for such allegation, City may, at its option allow such Oral Health Provider/Support Staff Person to return to providing Oral Health Services under this Agreement.

G. Program Services to be provided by City under this Agreement shall be provided in accordance with the terms and conditions of this Agreement.

2.4 Location Of Services.

Subject to City's compliance with the provisions of Section 14.1 herein below (Right-of-Entry), and the provisions of Section 2.2 (C)(2) (Scheduling), City agrees to provide Oral Health Services at all C.P.S. elementary and middle schools, as requested, subject to the school principal's approval and the scheduling of at least thirty (30) Students having the required Consent Forms for that day. Board shall provide written notice to the C.D.P.H. Program Manager of the refusal of any principal to permit Oral Health Services at such school.

2.5 Board Responsibilities.

In addition to any other responsibilities ascribed to the Board under this Agreement, the Board shall perform the following:

A. Inform C.P.S. principals and staff of the Oral Health Program; distribute Program guidelines for school-based Oral Health Services and other information on how schools can participate in the Program; and encourage school participation in the Program. In September of each year of the Term and any Renewal Term, the Board shall give City a list of those Chicago Public Schools that do not wish to participate in the Program during that School Year. Notwithstanding the foregoing, it is understood and agreed that school principals shall have the right to opt into or opt out of the Program at any time throughout the Term and any Renewal Term; and the Board shall give the City written notice of any changes to a school's participation status by sending an updated list of non-participating schools to the City Program Contact designated in Article Seventeen (Program Contracts) herein below. The Board may send such amended list by mail, by Fax or by e-mail; and the provisions of Article Eight (Notice) shall not apply.

B. Assist the City in promoting Dental Exams/Screenings by distributing the Parent/Guardian Consent Forms, the Authorization Forms, and other Program Materials provided by the City, and giving the signed Consent and Authorization Forms to the Oral Health Providers.

C. Collaborate with the City to schedule Oral Health Services and other Program Services such as presentations to C.P.S. staff and parents, if applicable, and share scheduling information with the City. In those instances where a school principal does not wish to participate or where a school has fewer than thirty (30) Students to be seen, the Board shall attempt to have Students who are interested in receiving Oral Health Services, obtain such Oral Health Services at a different Chicago Public School.

D. Provide an appropriate space at the school for the provision of Oral Health Services, as jointly determined by the Board and the City.

E. Provide appropriate and reasonable supervision for Students who are scheduled to receive Oral Health Services, as jointly determined by the Board and the City.

F. Conduct Records Checks on all cooperating Provider Dentists and their Support Staff as described in subparagraph 2.3(D)(3) herein above.

It is understood and agreed that the Board is not responsible for assisting City with identifying Medicaid-eligible Students, nor in identifying Students' Medicaid recipient identification numbers. It is further understood and agreed that the Board is not responsible for collecting any payments for Program Services provided hereunder.

2.6 Consent And Authorization Forms.

A. Consent Form. The Board agrees to assist in obtaining parental/guardian signatures on the Consent Form described in Section 2.6(C) herein below. Neither the Board nor the City makes any representation to the other as to the legal accuracy, rights or liabilities addressed by the Consent Form.

B. Authorization Form. The Board agrees to assist in obtaining parental/guardian signatures on an Authorization for the Use and Disclosure of Protected Health Information ("Authorization Form") in the form described in Section 2.6 (C) herein below. Such signed Authorization Form must be obtained by the Board and a copy of such signed Authorization must be provided to the Oral Health Provider, prior to C.D.P.H. or any Oral Health Provider disclosing Protected Health Information regarding such Student to the Student's school or to the Board's Office of Specialized Services. Neither the Board nor the City makes any representation to the other as to the legal accuracy, rights or liabilities addressed by the Authorization Form. Notwithstanding the foregoing, it is understood and agreed that the provisions of this subsection 2.6 (B) shall not restrict the ability of the City or C.D.P.H. to provide to individual schools and to the Board's Office of Specialized Services, summary and aggregate data regarding Program Services provided to Students under the Program, as long as individual Students are not identified.

C. Attached hereto as Group (Sub)Exhibits A and B, respectively, are the current English and Spanish versions of the Consent Form and the Authorization Form. It is understood and agreed that these documents may be modified from time to time, subject to the joint approval of the Board (acting through its attorneys and its Chief Specialized Services Officer) and City (acting through its attorneys and the C.D.P.H. Program Manager). Revisions of these documents shall not require an amendment to this Agreement.

D. It is further understood and agreed that Oral Health Providers must receive a signed original of the Consent Form prior to providing Oral Health Services to such Student. The Board shall retain a copy of the signed Consent Form for each Student receiving Oral Health Services. The City and the Board agree that no Oral Health Services shall be provided to any Student for whom a signed parent/guardian Consent Form has not been received.

2.7 Reports.

As requested by the Board, City agrees to prepare and provide quarterly reports regarding the Program, including but not limited to reports concerning the progress of the Dental Screenings and statistical information ("Reports"). The Reports shall be delivered to the Board Contact and shall include such information as may be mutually agreed upon by the Parties. When such Reports include statistics, the

information shall be provided both in number and percentage format. During the intervening period until data concerning the Oral Health Services becomes available on the C.P.S. Student Information System, it is anticipated that the Reports shall include, at a minimum, all of the following information for each Student who receives Oral Health Services: (i) student name, identification number, date of birth, grade and gender, (ii) school name and unit number, (iii) type of Oral Health Services provided, (iv) whether the Student is recommended for follow-up dental intervention, (v) date Student received the Oral Health Services, and (vi) any and all elements that the State of Illinois requires the Board to report, namely: dental sealants present, caries experience, untreated caries, referral needed, dates of dental exams provided to each Student. Notwithstanding the foregoing, it is understood and agreed that information contained in such Reports shall be subject to the provisions of Article Seven (Compliance with Laws) herein below.

Using information provided by the Oral Health Providers in their Reports to fulfill its reporting obligations under the Illinois School Code, (105 ILCS 5/27-8.1), as amended from time to time, the Board shall contact the parents/guardians of those C.P.S. Students who have submitted a signed Authorization Form and who are identified by the Oral Health Providers as requiring follow-up dental intervention. It is understood and agreed that the Board shall use the Reports solely for the purposes recited herein above. In accordance with the Illinois School Code, as amended from time to time, and any other applicable State of Illinois or Federal laws, the Board shall maintain copies of each C.P.S. Student's dental report indicating and describing the Oral Health Services and the date of the Services in each such Student's C.P.S. health folder at the Student's school of current attendance.

Article Three.

Term; Options To Renew; And Termination.

3.1 Term.

The Term of this Agreement shall commence on its Effective Date and shall expire thirty-six (36) months thereafter ("Term").

3.2 Options To Renew.

The parties hereto shall have one (1) option to renew this Agreement, for a period of thirty-six (36) months, under substantially the same terms and conditions as contained herein. The Board's exercise of such option to renew is subject to approval of the members of the Chicago Board of Education; and the City's exercise

of such option to renew is subject to the approval of the City Council. Any such extension of this Agreement shall be known as a "Renewal Term".

3.3 Termination.

Either party may terminate this Agreement for convenience or for any reason upon giving sixty (60) days prior written notice to the other party.

Article Four.

Insurance; Indemnification; And Non-Personal Liability.

4.1 Insurance.

A. The Board is an authorized self insurer and shall self-insure with respect to its liability exposure under this Agreement. Upon request, the Board shall furnish City with a written document reasonably satisfactory to the City as evidence of such self-insurance. The Board shall send evidence of such self-insurance to City at the address shown in Article 17 (Program Contacts).

B. The City is an authorized self insurer and shall self-insure with respect to its liability exposure under this Agreement. Upon request, the City shall furnish Board with a written document reasonably satisfactory to the Board as evidence of its insurance coverage in full force and effect. The City shall send evidence of insurance coverage to the Board at the following address:

Board of Education of the City of Chicago
Risk Management
125 South Clark Street, 14th Floor
Chicago, Illinois 60603

C. The City acknowledges and agrees to include in its agreements with Provider Dentists provisions which state that Provider Dentists shall provide the insurance coverage set forth on (Sub)Exhibit E-1 (City Requirements) and (Sub)Exhibit E-2 (Board Requirements).

4.2 Indemnification.

A. To the extent provided by law, the City agrees to indemnify and hold harmless the Board, its members, trustees, employees, agents, officers and officials, from and against any liability, taxes, tax penalties, interest, losses, penalties, damages and

expenses, including costs and attorney fees, arising out of, or relating to, any claim, liens, damages, obligations, actions, suits, judgments, settlements or causes of action, in connection with or arising out of the acts or omissions of itself, or its employees or its subcontractors, if any, under this Agreement except to the extent caused by the willful or intentional misconduct of the Board, its member, trustees, employees, agents, officer or officials. This includes, but is not limited to, the unauthorized use of any trade secrets, United States patent or copyright infringement. The indemnities set forth herein shall survive the expiration or termination of this Agreement.

B. To the extent provided by law, the Board agrees to indemnify and hold harmless the City, its members, employees, agents, officers and officials, from and against any liability, taxes, tax penalties, interest, losses, penalties, damages and expenses, including costs and attorney fees, arising out of, or relating to, any claim, liens, damages, obligations, actions, suits, judgments, settlements, or causes of action, in connection with or arising out of the acts or omissions of itself, or its employees or its subcontractors, if any, under this Agreement except to the extent caused by the willful or intentional misconduct of the City, its members trustees, employees, agents, officer or officials. This includes, but is not limited to, the unauthorized use of any trade secrets, United States patent or copyright infringement. The indemnities set forth herein shall survive the expiration or termination of this Agreement.

C. City agrees to include provisions in its contracts with the Provider Dentists, that state that the Provider Dentist shall indemnify the Board, its members, officials, employees and agents for Oral Health Services being provided by them to C.P.S. Students to the same extent that such Provider Dentists indemnify the City for these same services.

4.3 Invitees.

The Board acknowledges and agrees that the Oral Health Providers and other City employees and subcontractors who enter onto Board property for the purpose of providing Program Services hereunder, shall be deemed "Invitees" with all rights attendant thereto.

4.4 No Personal Liability.

No member, official, employee or agent of the City or the Board shall be individually or personally liable in connection with this Agreement.

4.5 Survival.

The indemnities and other provisions set forth in this Article Four shall survive the expiration or termination of this Agreement.

Article Five.

Audit And Document Retention.

5.1 Retention Period.

All books and records prepared by City documenting Program Services shall be retained by the City for five (5) years after delivery of such Program Services. During such five (5) year period, all such books and records except information deemed to be confidential information in the reasonable discretion of the C.D.P.H. Privacy Officer, shall, during normal business hours, be subject to inspection and audit by the Board and its designees upon reasonable notice.

5.2 Subcontractors.

City shall include in its agreements with Provider Dentists for Program Services, provisions which state that Provider Dentists, and subcontractors of Provider Dentists, shall maintain the above described books and records for the same five (5) year period, and that Provider Dentists, and subcontractors of Provider Dentists, shall allow the Board the right to inspect and audit said books and records upon reasonable notice during normal business hours subject to federal, state, and municipal laws, ordinances, rules and regulations as set forth in Article Seven (Compliance with Laws) herein below.

Article Six.

Confidentiality And H.I.P.A.A. Obligations.

6.1 Confidentiality.

A. In addition to the applicable provisions of H.I.P.A.A. and the Illinois AIDS Confidentiality Act regarding confidentiality, each party to this Agreement agrees to protect from any and all disclosure, all information which identifies or which could lead to the identity of recipients of Oral Health Services provided pursuant to this Agreement. If the Board or the City receives a request for information which may identify an individual, the recipient of such request, shall notify the other immediately. A request for information includes a subpoena, court order, Freedom of Information Act request, or a request from a researcher. If conflicts arise between the City and the Board regarding whether information is or may be identifiable such conflict shall be resolved by the C.D.P.H. Privacy Officer in consultation with the Board's General Counsel. The City and the Board agree that any consent of the other required hereunder shall not be unreasonably withheld.

B. Neither party shall issue publicity news releases or grant press interviews regarding Program Services, except as may be required by law during or after the performance of the Program Services, and neither party shall disseminate any information regarding Program Services without obtaining the other's prior written consent. Each party will give the other the name and contact information for the person(s) authorized to provide such consents. Notwithstanding the foregoing, it is understood and agreed that both parties may make promotional statements that advertise the Oral Health Program without first obtaining the other party's consent.

In the event City or the Board is presented with a request for documents by any administrative agency or with a subpoena duces tecum regarding any records, data, other documents, or deliverables which may be in the City's or the Board's possession by reason of this Agreement and/or the Services being performed, City or the Board shall immediately give notice to the other and its attorney with the understanding that such other party shall have the opportunity to contest such process by any means available to it before such records, data, other documents, or deliverables are submitted to a court or other documents are submitted to a court or other third party; provided, however, that the party receiving the request or subpoena shall not be obligated to withhold such delivery beyond the time ordered by the court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended.

6.2 Ownership.

All written reports, evaluations, attendance logs, service logs, records, documents, deliverables and other materials prepared by a party or its subcontractors in performing Program Services as well as all records, reports, documents, deliverables and other materials containing Confidential Information, prepared or generated as a result of this Agreement, whether in electronic or hard copy format, shall, as between the City and the Board, be and remain the property of the creator. Notwithstanding anything to the contrary contained in this provision, the City, subject to the terms of this Agreement and all applicable laws, rules and regulations pertaining thereto, shall give the Board copies of all written reports required under Section 2.7.

Article Seven.

Compliance With Laws.

The parties hereto shall comply with all federal, state and municipal laws, ordinances, rules and regulations relating to this Agreement, as applicable, and as

amended from time to time including but not limited to amendments to H.I.P.A.A. Administrative Simplifications: Standard Unique Health Identifier for Health Care Providers, Final Rules published at Federal Register Volume 69, Number 15, January 23, 2004, pages 3433 -- 3469.

The parties hereto acknowledge that each is subject to, and must comply with, the Health Insurance Portability and Accountability Act ("H.I.P.A.A.") (45 C.F.R. parts 160, 162, and 164) and the Illinois AIDS Confidentiality Act (410 ILCS 305/1 through 16) and the rules and regulations of the Illinois Department of Public Health promulgated under it. In addition, the Board and C.D.P.H., and their respective contractors, employees and subcontractors, if any, must comply with H.I.P.A.A. and all applicable rules and regulations that relate to the Services and information generated or shared pursuant to this Agreement, including the Privacy Rule, which sets forth the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E; the Standards for Electronic Transactions, which are located at 45 C.F.R. parts 160 and 162; and the Security Standards, which are located at 45 C.F.R. parts 160, 162, and 164.

If either party fails to comply with the provisions of this Article Seven, such failure shall constitute an event of default under the Agreement.

Article Eight.

Notice.

Notice to the Board shall be addressed to:

Originals:

Chicago Public Schools
Office of Specialized Services
125 South Clark Street, 8th Floor
Chicago, Illinois 60603
Attention: Chief Specialized
Services Officer
Fax: (Omitted for printing
purposes)

Copies:

General Counsel
The Chicago Board of Education
Law Department, 7th Floor
125 South Clark Street
Chicago, Illinois 60603
Fax: (Omitted for printing
purposes)

Notice to the City shall be addressed to:

Originals:

Chicago Department of Public
Health
333 South State Street
Chicago, Illinois 60603
121 North LaSalle Street
Attention: Terry Mason, M.D.,
F.A.C.S., Commissioner

Copies:

Corporation Counsel
City Hall, Room 600
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Deputy, Finance
and Economic
Development
Division

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

Such addresses may be changed when notice is given to the other party in the same manner as provided above. Any notice, demand or request sent pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means. Any notice, demand or request sent pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier and, if sent pursuant to clause (d) shall be deemed received forty-eight (48) hours following deposit in the mail.

Article Nine.

Assignment; Binding Effect.

9.1 Assignment.

This Agreement, or any portion thereof, shall not be assigned by either party without the prior written consent of the other. Such consent shall not be unreasonable withheld.

9.2 Further Assurances.

Each party hereto agrees to do such further acts and things, and to execute and deliver such additional agreements and instruments, as the other party may

reasonably request in order to carry out the provisions and purpose of this Agreement.

Article Ten.

Right-Of-Entry.

City and any of its officers, employees, subcontractors or agents, performing Program Services hereunder shall be permitted to enter upon Board property in connection with the performance of the Program Services hereunder, subject to the terms and conditions contained herein and those rules established by the Board and the subject school principal. City or the Oral Health Provider shall provide advance notice to the Board whenever applicable, of any such intended entry. It is understood and agreed that with respect to Oral Health Services being provided hereunder, the agreed upon scheduling of Oral Health Provider visits satisfies this advance notice requirement. Consent to enter upon a site given by the Board shall not create, nor be deemed to imply, the creation of any additional responsibilities on the part of the Board. City shall use, and shall cause each of its officers, employees and agents (including Oral Health Providers) to use that degree of care when entering onto Board property to provide Services that City would normally require of others entering upon any property owned by the City in connection with services of a similar scope and purposes of a comparable nature. Any and all claims, suits or judgments, costs, or expenses, including reasonable attorney fees, arising from, by reason of, or in connection with any such entries shall be treated in accordance with the applicable terms and conditions of this Agreement, including without limitation, the indemnification provisions contained in this Agreement.

Article Eleven.

Governing Law And Severability.

This Agreement shall be governed by the laws of the State of Illinois. If any provision of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, ordinance, rule of law or public policy, or for any reason, such circumstance shall not have the effect of rendering any other provision or provisions contained herein invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases,

sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part hereof.

Article Twelve.

Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed an original.

Article Thirteen.

Entire Agreement And Amendment.

This Agreement including all exhibits and referenced documents expressly incorporated herein, constitute the entire agreement of the parties with respect to the matters contained herein. Subject to the provisions of the Agreement that allow referenced documents and the attached exhibits to be revised from time to time, no modification of or amendment to the Agreement shall be effective unless such modification or amendment is in writing and signed by both parties hereto. Any prior agreements or representations, either written or oral, relating to the subject matter of this Agreement not expressly set forth herein are of no force or effect.

Article Fourteen.

Other Provisions.

14.1 Severability.

In the event that any one or more of the provisions contained herein shall for any reason be held to be unenforceable or illegal, such provision shall be severed; and the entire Agreement shall not fail, but the balance of the Agreement shall continue in full force and effect. In such event, the parties agree to negotiate in good faith a substitute enforceable and legal provision which most nearly affects the intent of the parties in entering into this Agreement.

14.2 Survival.

All express representations or indemnifications, if any, made or given in this Agreement shall survive the completion of the Services and the termination or expiration of this Agreement for any reason.

14.3 Waiver.

No delay or omission by either party to exercise any right hereunder shall be construed as a waiver of any such right and each party reserves the right to exercise any such right from time to time as often and as may be deemed expedient.

14.4 Incorporation Of Exhibits.

All referenced exhibits shall be attached hereto and are hereby incorporated into and made a part of this Agreement.

14.5 Inspector General.

Each party to this Agreement hereby acknowledges that in accordance with 105 ILCS 5/34-131, the Inspector General of the Board of Education of the City of Chicago and the City Inspector General established under Article 2-56-010, et seq. of the Municipal Code of Chicago, Illinois have the authority to conduct certain investigations and that such Inspector Generals shall have access to all information and personnel necessary to conduct those investigations.

14.6 Further Assurances.

Each party hereto agrees to do such further acts and things, and to execute and deliver such additional agreements and instruments, as the other party may reasonably request in order to carry out the provisions and purpose of this Agreement.

Article Fifteen.

Headings And Construction Of Words.

The headings and titles of this Agreement are for convenience only and shall not influence the construction or interpretation of this Agreement.

The use of the singular form of any word herein shall also include the plural and vice versa. The use of the neuter form of any word herein shall also include the masculine and feminine forms, the masculine form shall include feminine and neuter, and the feminine form shall include masculine and neuter.

Article Sixteen.

Disclaimer Of Relationship.

Nothing contained in this Agreement, nor shall any act of the City or the Board under this Agreement be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the City and the Board.

Article Seventeen.

Program Contacts.

Immediately upon execution of this Agreement, the following individuals shall be the designated Program Contacts for each party hereto.

For The Board:

Program Manager -- Coordinated
School Health
Chicago Public Schools
Office of Specialized Services
125 South Clark Street, 8 Floor
Chicago, Illinois 60603
Phone: (Omitted for printing
purposes)
Fax: (Omitted for printing
purposes)
E-mail: (Omitted for printing
purposes)

For The City:

Mary P. Burgess, R.D.H., M.B.A.
Chicago Department of Public
Health
4314 South Cottage Grove Drive
Chicago, Illinois 60653
Phone: (Omitted for printing
purposes)
Fax: (Omitted for printing
purposes)
E-mail: (Omitted for printing
purposes)

Each party agrees to promptly notify the other party of any change in its designated representative, which notice shall include the name, address, telephone number and fax number of the representative for such party for the purpose hereof.

In Witness Whereof, Each of the parties has caused this Intergovernmental Agreement for a School-Based Oral Health Program to be executed and delivered as of the date first above written.

The Board of Education of
the City of Chicago

City of Chicago, Illinois,

by and through its Department of
Public Health

By: _____
Rufus Williams, President

By: _____

Print Name: _____

Title: Commissioner, Department
of Public Health

Attest: _____
Estela G. Beltran, Secretary

Board Report Number 06-0524-EDI6

Approved As To Legal Form:

Patrick J. Rocks, General Counsel

[Group (Sub)Exhibits "A" and "B" referred to in this
Intergovernmental Agreement with Chicago
Board of Education unavailable
at time of printing.]

(Sub)Exhibits "C", "D", "E-1" and "E-2" referred to in this Intergovernmental Agreement with the Chicago Board of Education read as follows:

(Sub)Exhibit "C".
(To Intergovernmental Agreement With
Chicago Board Of Education)

Oral Health Provider And Support Staff
License And Certification Form.

Name	License And Certification Numbers And Expiration Date(s)	Prior Pediatric Experience (Yes or No)
_____	# _____ Date: _____	_____
_____	# _____ Date: _____	_____
_____	# _____ Date: _____	_____
_____	# _____ Date: _____	_____
_____	# _____ Date: _____	_____
_____	# _____ Date: _____	_____
_____	# _____ Date: _____	_____

City of Chicago

Signature: _____

Date: _____

Print Name: _____

Title: _____

The Board of Education of the City of Chicago

Signature: _____

Date: _____

Print Name: _____

Title: _____

(Sub)Exhibit "D".
(To Intergovernmental Agreement With
Chicago Board Of Education)

Records Check Form.

Name [To Be Completed By C.D.P.H.]	Address [To Be Completed By C.D.P.H.]	Records Check Clearance (Yes or No) [To Be Completed By C.P.S.]
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Prepared By:

City of Chicago

Signature: _____

Date: _____

Print Name: _____

Title: _____

Chicago Public Schools

Signature: _____

Date: _____

Print Name: _____

Title: _____

(Sub)Exhibit "E-1".
(To Intergovernmental Agreement With
Chicago Board Of Education)

City Requirements.

Professional Services Insurance Requirements

Department Of Health

*Oral Health Services And Oral Health Education
Services At Chicago Public Schools.*

Provider Dentist must provide and maintain at Provider Dentist's own expense, during the Term of the Agreement and during any Renewal Term, the insurance coverages and requirements specified below, insuring all Oral Health Services and all Oral Health Education Services being furnished by Provider Dentist to C.P.S. students ("Services") related to the Agreement.

A. Insurance To Be Provided:

- 1) Workers' Compensation And Employer's Liability.

Workers' Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide a service under this Agreement and Employer's Liability coverage with limits of not less than One Hundred Thousand Dollars (\$100,000) each accident, illness or disease.

- 2) Commercial General Liability (Primary And Umbrella).

Commercial General Liability Insurance or equivalent with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage liability. Coverages must

include the following: all premises and operations, products/completed operations, separation of insureds, defense and contractual liability (with no limitation endorsement). The City of Chicago and the Board of Education of the City of Chicago are to be named as an additional insured on a primary, noncontributory basis for any liability arising directly or indirectly from the Services.

3) Automobile Liability (Primary And Umbrella).

When any motor vehicles (owned, non-owned and hired) are used in connection with Services to be performed, Provider Dentist must provide Automobile Liability Insurance with limits of not less than Five Hundred Thousand Dollars (\$500,000) per occurrence for bodily injury and property damage. The City of Chicago and the Board of Education of the City of Chicago are to be named as an additional insured on a primary, noncontributory basis.

4) Medical/Professional Liability.

When any medical services are performed in connection with this Agreement, Medical/Professional Liability Insurance must be provided to include covering for errors, omissions and negligent acts related to the rendering or failure to render professional, medical or health services not less than One Million Dollars (\$1,000,000). Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, the Services under the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

5) Valuable Papers.

When any medical records, charts, files and or other documents are produced or used under this Agreement, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever, and must have limits sufficient to pay for the re-creation and reconstruction of such records.

6) Property.

Provider Dentist is responsible for all loss or damage to personal property (including materials, equipment, tools and supplies) owned, rented or used by Provider Dentist.

B. Additional Requirements.

Provider Dentist must furnish original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement to:

City of Chicago, Department of Health
DePaul -- Room 200
333 South State Street
Chicago Illinois 60604

Provider Dentist must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached as exhibit or equivalent prior to Agreement award. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the City to obtain certificates or other insurance evidence from Provider Dentist is not a waiver by the City of any requirements for the Provider Dentist to obtain and maintain the specified coverages. Provider Dentist must advise all insurers of the Agreement provisions regarding insurance. Nonconforming insurance does not relieve Provider Dentist of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to suspend this Agreement until proper evidence of insurance is provided or the Agreement may be terminated.

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

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Provider Dentist.

Provider Dentist hereby waives and agrees to require their insurers to waive their rights of subrogation against the City of Chicago and the Board of Education of the City of Chicago, its employees, elected officials, agents or representatives.

The coverages and limits furnished by Provider Dentist in no way limit the Provider Dentist's liabilities and responsibilities specified within the Agreement or by law.

Any insurance or self-insurance programs maintained by the City of Chicago or the Board of Education of the City of Chicago do not contribute with insurance provided by Provider Dentist under this Agreement.

the Board of Education of the City of Chicago do not contribute with insurance provided by Provider Dentist under this Agreement.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

If Provider Dentist is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

Provider Dentist must require all Subcontractors to provide the insurance required in this Agreement, or Provider Dentist may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements of Provider Dentist unless otherwise specified in this Agreement.

If Provider Dentist or Subcontractor desire additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

The City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

(Sub)Exhibit "E-2".
(To Intergovernmental Agreement With
Chicago Board Of Education)

Board Requirements.

*Professional Services Insurance Requirements
Oral Health Services And Oral Health Education
Services At Chicago Public Schools.*

Provider Dentist must provide and maintain at its own cost and expense during the Term of the Agreement and during any Renewal Term, the insurance coverages and requirements specified below for all Oral Health Services and all Oral Health Education Services being furnished by Provider Dentist or by its subcontractors to C.P.S. students under the Agreement. All insurers shall be licensed by the State of Illinois and rated A-VII or better by A.M. Best or a comparable rating service. Provider Dentist shall submit to the Board satisfactory evidence of insurance coverage prior to commencement of its Services.

A. Minimum Insurance Requirements Are:

1) Workers' Compensation And Employers' Liability Insurance.

Workers' Compensation Insurance affording workers' compensation benefits for all employees as required by law and Employers' Liability Insurance with limits of not less than One Hundred Thousand and no/100 Dollars (\$100,000.00) per occurrence for accident and disease. The workers' compensation policy shall contain a waiver of subrogation clause.

2) Commercial General Liability Insurance.

Commercial General Liability insurance or equivalent with limits of not less than One Million and no/100Dollars (\$1,000,000.00) per occurrence for bodily injury, personal injury and property damage liability. Coverage shall include, but not be limited to: all operations, contractual liability, independent contractors, products/completed operations (for a minimum of two (2) years following completion) and defense.

3) Automobile Liability Insurance.

Automobile Liability Insurance when any motor vehicle (whether owned, non-owned or hired) is used in connection with any Contract, with limits of not less than Five Hundred Thousand and no/100 Dollars (\$500,000.00) per occurrence for bodily injury and property damage.

4) Professional Liability/Errors And Omissions Insurance.

Professional Liability/Errors and Omissions insurance covering acts, errors or omissions with limits of not less than One Million and no/100 Dollars per claim (\$1,000,000.00). Coverage extensions shall include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of commencement of Services under the Agreement. A claims-made policy which is not renewed or replaced must provide for an extended reporting period of not less than two (2) years.

B. Additional Insured.

Provider Dentist shall have its General and Automobile Liability Insurance policies endorsed to provide that the Board of Education of the City of Chicago, a body politic and corporate, and its members, employees and agents, and any other entity as may be designated by the Board are named as additional insureds on a primary basis without recourse or right of contribution from the Board.

C. Insurance Certificate.

The insurance company, or its representative, shall submit an insurance certificate evidencing all coverage as required hereunder and indicating the Additional Insured status as required above. The Certificate must provide sixty (60) days prior written notice of material change, cancellation or non-renewal be given to:

Board of Education of the City of Chicago, Risk Management
125 South Clark Street, 14th Floor
Chicago, Illinois 60603

D. General.

1) Any failure of the Board to demand or receive proof of insurance coverage shall not constitute a waiver of Provider Dentist's obligation to obtain the required insurance. The receipt of any certificate does not constitute an agreement by the Board that the insurance requirements specified herein have been fully met.

2) The Board retains the right to stop work until proper evidence of insurance is provided.

3) Any deductibles or self-insured retentions on referenced insurance coverage must be borne by Provider Dentist. Any insurance or self-insurance programs maintained by the Board of Education do not contribute with insurance provided by the Provider Dentist.

4) All subcontractors of Provider Dentist who provide Services are subject to the same insurance requirements as Provider Dentist. The Provider Dentist shall require all such subcontractors to maintain comparable insurance naming the Provider Dentist, the Board inclusive of its members, employees and agents, and any other entity designated by the Board, as Additional Insureds. The Provider Dentist will maintain a file of subcontractor's insurance certificates evidencing compliance with these requirements.

5) The coverages and limits furnished by Provider Dentist in no way limit the Provider Dentist's liabilities and responsibilities specified herein or by law. The required insurance is not limited by any limitation placed on the indemnity in this Contract given as a matter of law.

6) The Provider Dentist agrees that insurers waive their rights of subrogation against the Board.

7) Upon Board request, Provider Dentist and/or its subcontractors shall promptly provide a certified copy of any applicable policy of insurance. The Board reserves the right to modify, delete, alter or change insurance requirements at any time.

Continued in Volume II
on page 86815

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

COPY



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

Regular Meeting -- Wednesday, October 4, 2006

at 10:00 A.M.

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

OFFICIAL RECORD.

VOLUME II

RICHARD M. DALEY
Mayor

Continued from Volume I
on page 86814

COMMITTEE ON HISTORICAL LANDMARK PRESERVATION.

REAPPOINTMENTS OF MR. JOHN W. BAIRD, MS. PHYLLIS M.
ELLIN, MR. DAVID R. MOSENA, MR. BENJAMIN H.
WEESE AND MS. LISA WILLIS AS
MEMBERS OF COMMISSION ON
CHICAGO LANDMARKS.

The Committee on Historical Landmark Preservation submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Historical Landmark Preservation held its meeting on September 27, 2006 to consider the reappointments of John W. Baird, Phyllis M. Ellin, David R. Mosen, Benjamin H. Weese and Lisa Willis as members of the Commission on Chicago Landmarks to terms effective immediately and expiring March 11, 2007, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed reappointments transmitted herewith.

This recommendation was concurred in by all members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) ARENDA TROUTMAN,
Chairman.

On motion of Alderman Troutman, the committee's recommendation was *Concurred In* and the said proposed reappointments of Mr. John W. Baird, Ms. Phyllis M. Ellin, Mr. David R. Mosen, Mr. Benjamin H. Weese and Ms. Lisa Willis as members of the Commission on Chicago Landmarks were *Approved* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schuller, Stone -- 45.

Nays -- None.

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

APPOINTMENT OF MR. EDWARD TORREZ, MR. CHRISTOPHER R.
REED AND MR. ERNEST C. WONG AS MEMBERS OF
COMMISSION ON CHICAGO LANDMARKS.

The Committee on Historical Landmark Preservation submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Historical Landmark Preservation held its meeting on September 27, 2006 to consider the appointments of Edward Torrez to succeed Seymour H. Persky, Christopher R. Reed to succeed Larry W. Parkman and Ernest C. Wong to succeed Michelle R. Obama as members of the Commission on Chicago Landmarks to terms effective immediately and expiring March 11, 2007, having had the same under advisement, begs leave to report and recommend that your Honorable Body *Approve* the proposed appointments transmitted herewith.

This recommendation was concurred in by all members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) ARENDA TROUTMAN,
Chairman.

On motion of Alderman Troutman, the committee's recommendation was *Concurred In* and the said proposed appointments of Mr. Edward Torreez, Mr. Christopher R. Reed and Mr. Ernest C. Wong as members of the Commission on Chicago Landmarks were *Approved* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 45.

Nays -- None.

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

DESIGNATION OF CALUMET PARK FIELDHOUSE
AT 9801 SOUTH AVENUE G AS
CHICAGO LANDMARK.

The Committee on Historical Landmark Preservation submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Historical Landmark Preservation held its meeting on September 27, 2006 to consider an ordinance designating the Calumet Park Fieldhouse at 9801 South Avenue G as a Chicago landmark, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by all members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) ARENDA TROUTMAN,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to the procedures set forth in the Municipal Code of Chicago (the "Municipal Code"), §§ 2-120-130 through -690, the Commission on Chicago Landmarks (the "Commission") has determined that the Calumet Park Fieldhouse at 9801 South Avenue G, as more precisely described in Exhibit A attached hereto and incorporated herein (the "Building"), meets two (2) criteria for landmark designation as set forth in § 2-120-620(1) and (4) of the Municipal Code; and

WHEREAS, The Building exemplifies the importance of Chicago's neighborhood parks, built in its developing late nineteenth-and early twentieth century middle-class neighborhoods, to the City's heritage; and

WHEREAS, The Building reflects changing cultural attitudes towards the role of parks in Chicago in the early twentieth century, from pastoral settings devoted to passive recreation to landscapes more intensively programmed with recreational and social uses accommodated by fieldhouses; and

WHEREAS, The Building is a significant example of a neighborhood fieldhouse, a building type significant in the history of park design and one for which Chicago designers were innovators; and

WHEREAS, The Classical style, which received much of its design impetus from the 1893 World's Columbian Exposition, was the architectural style favored by the South Park Commission during the early decades of the twentieth century; and

WHEREAS, The Building has a picturesque appearance achieved through the use of low-hipped roofs, large-scale round-arched windows, detailed fanlights and keystones, eyebrow dormers and balustrades; and

WHEREAS, The Building is constructed of exposed aggregate reinforced concrete known as "marblecrete" which facilitated inexpensive and rapid construction and allowed the easy replication of details and ornament; and

WHEREAS, The Building exhibits excellent design and craftsmanship in detailing and materials, with its swags, scroll-shaped window brackets and decorative lettering formed from cast concrete, and low-relief decorative friezes designed by sculptor Frederick C. Hibbard; and

WHEREAS, Calumet Park retains its original historic stairs and retaining wall adjacent to the 1924 fieldhouse; and

WHEREAS, The Commission has further determined that the Building satisfies the historic integrity requirement set forth in §2-120-630 of the Municipal Code in that the Building retains excellent exterior physical integrity in its overall form and details; has stood on its present location since its construction in 1924; and retains the vast majority of its original exterior detailing and materials; and

WHEREAS, On July 12, 2006, the Commission adopted a resolution recommending to the City Council of the City of Chicago that the Building be designated as a Chicago landmark; now; therefore,

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

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

SECTION 2. The Building is hereby designated as a Chicago landmark in accordance with §2-120-700 of the Municipal Code.

SECTION 3. The significant historical and architectural features of the Building, for the purposes of §2-120-740 of the Municipal Code, are all exterior elevations, including rooflines, of the Building; and the historic stairs and retaining walls adjacent to the Building.

SECTION 4. The Commission is hereby directed to create a suitable plaque appropriately identifying said landmark and to affix the plaque on or near the property designated as a Chicago landmark in accordance with the provisions of §2-120-700 of the Municipal Code.

SECTION 5. The Commission is directed to comply with the provisions of §2-120-720 of the Municipal Code, regarding notification of said designation.

SECTION 6. This ordinance shall take effect upon its passage and approval.

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

Exhibit "A".

Calumet Park Fieldhouse Property Description.

Legal Description:

That portion of 9801 South Avenue G, Chicago, Illinois, that includes the Calumet Park Fieldhouse and the original historic stairs and retaining wall adjacent to the building, but which excludes other park improvements, on the parcel legally described as:

Blocks 1 and 22 in the resubdivision of that part of Taylor's First Addition to South Chicago lying east of the west 20 chains thereof in the north half-of fractional Section 8, Township 37 North, Range 15, East of the Third Principal Meridian together with a strip of land lying between the easterly line of Block 22 aforesaid and the present shoreline of Lake Michigan, in Cook County, Illinois, lying East of the Third Principal Meridian in Cook County, Illinois.

Address Commonly Known As:

9801 South Avenue G.

Permanent Index Numbers:

26-08-106-001;

26-08-200-001;

26-05-326-001; and

26-05-326-002.

DESIGNATION OF CARL SANDBURG HOUSE AT
4646 NORTH HERMITAGE AVENUE
AS CHICAGO LANDMARK.

The Committee on Historical Landmark Preservation submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Historical Landmark Preservation held its meeting on September 27, 2006 to consider an ordinance designating the Carl Sandburg House which encompasses 4646 North Hermitage Avenue as a Chicago landmark, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by all members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) ARENDA TROUTMAN,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to the procedures set forth in the Municipal Code of Chicago (the "Municipal Code"), §§2-120-130 through -690, the Commission on Chicago Landmarks (the "Commission") has determined that the Carl Sandburg House at 4646 North Hermitage Avenue, as more precisely described in Exhibit A attached hereto and incorporated herein (the "Building"), meets two (2) criteria for landmark designation as set forth in §2-120-620 (1) and (3) of the Municipal Code; and

WHEREAS, The Building is the only Chicago home for the noted Chicago poet and journalist Carl Sandburg, who occupied a second (2nd) floor apartment in the Building from 1912 to 1915, and where he lived when writing his ground-breaking poem "Chicago", which has come to symbolize Chicago's working-class heritage with its "City of Big Shoulders" verse; and

WHEREAS, The Building is a tangible Chicago connection to Carl Sandburg, who is considered one of the United States' most important poets and writers, and one of the nation's leading literary figures of his day, writing more than a dozen books of poetry, essays and biographies, including such noteworthy books as *Chicago Poems*, *Cornhuskers*, *Smoke and Steel*, and an award-winning multi-volume biography of Abraham Lincoln; and

WHEREAS, Through its associations with Carl Sandburg, the Building is significant in the development of the Chicago-based literary movement commonly called the "Chicago Renaissance", which flourished during the 1910s when Sandburg lived in the house and was a vital part of this movement; and

WHEREAS, Carl Sandburg was uniquely associated through his poetry with Chicago and its working-class culture, including the innovative poem "Chicago", written while living in the Building; and

WHEREAS, Sandburg was one of Chicago's most noted journalists, working for various Chicago publications for many years, including the *Day Book* and the *Chicago Daily News*, writing extensively on social issues, including labor struggles, race relations and working-class life; and

WHEREAS, Through the broad popular appeal of Sandburg's journalism and poetry, he publicized the plight of Chicago's working-class and immigrant families in early twentieth century Chicago, both nationally and internationally, and the Building is the surviving Chicago building most associated with him; and

WHEREAS, The Building retains more than sufficient physical integrity to express its "historic, community, architectural, or aesthetic interest or value" as required by §2-120-630 of the Municipal Code, by retaining its original location, overall design and the majority of significant exterior details; and

WHEREAS, On August 3, 2006, the Commission adopted a resolution recommending to the City Council of the City of Chicago that the Building be designated as a Chicago landmark; now, therefore,

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

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

SECTION 2. The Building is hereby designated as a Chicago landmark in accordance with §2-120-700 of the Municipal Code.

SECTION 3. The significant historical and architectural features of the Building, for the purposes of §2-120-740 of the Municipal Code, are all exterior elevations, including rooflines, of the Building.

SECTION 4. The Commission is hereby directed to create a suitable plaque appropriately identifying said landmark and to affix the plaque on or near the property designated as a Chicago landmark in accordance with the provisions of §2-120-700 of the Municipal Code.

SECTION 5. The Commission is directed to comply with the provisions of §2-120-720 of the Municipal Code, regarding notification of said designation.

SECTION 6. This ordinance shall take effect upon its passage and approval.

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

Exhibit "A".

Carl Sandburg House Property Description.

Legal Description:

Lot 3 in Block 7 in Ravenswood, being a subdivision of the northeast quarter of Section 18, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address Commonly Known As:

4646 North Hermitage Avenue.

Permanent Index Number:

14-18-209-009-0000.

AUTHORIZATION FOR ISSUANCE OF PERMITS, FREE
OF CHARGE, FOR LANDMARK PROPERTIES
AT VARIOUS LOCATIONS.

The Committee on Historical Landmark Preservation submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Historical Landmark Preservation held its meeting on September 27, 2006 to consider eight permit fee waivers:

- a permit fee waiver for 322 West Concord Place (Old Town Triangle District);
- a permit fee waiver for 6741 South Constance Avenue (Jackson Park Highlands District);
- a permit fee waiver for 2135 North Hudson Avenue (Mid-North District);
- a permit fee waiver for 2445 West Logan Boulevard (Logan Square Boulevards District);
- a permit fee waiver for 2915 West Logan Boulevard (Logan Square Boulevards District);
- a permit fee waiver for 2301 -- 2315 South Michigan Avenue (Motor Row District);
- a permit fee waiver for 1936 West Thomas Street (East Village District); and
- a permit fee waiver for 313 West Wisconsin Street (Old Town Triangle District),

having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed orders transmitted herewith.

This recommendation was concurred in by all members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) ARENDA TROUTMAN,
Chairman.

On motion of Alderman Troutman, the said proposed orders transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 45.

Nays -- None.

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

Said orders, as passed, read as follows (the italic heading in each case not being a part of the order):

322 West Concord Place.

WHEREAS, Section 2-120-815 of the Municipal Code provides that the Chicago City Council may, by passage of an appropriate order, waive any fees charged by the City for any permit for which approval of the Commission on Chicago Landmarks (the "Commission") is required, in accordance with Chapter 2-120 of the Municipal Code; and

WHEREAS, The permits identified below require Commission approval, in accordance with Section 2-120-740 of the Municipal Code; now, therefore,

It Is Hereby Ordered by the City Council of the City of Chicago, as follows:

SECTION 1. The Executive Director of the Department of Construction and Permits, the Commissioners of the Departments of Environment and Fire, the Director of the Department of Revenue and the Zoning Administrator are hereby directed to issue those permits for which approval of the Commission on Chicago Landmarks is required pursuant to Chapter 2-120 of the Municipal Code, free of charge, notwithstanding other ordinances of the City Council to the contrary, to the property at:

Address:	322 West Concord Place
District/Building:	Old Town Triangle District

for work described as:

the renovation of an existing two (2) unit residential building

by:

Owner: Maura Capaul
Owner's Address: 322 West Concord Place
City, State, Zip: Chicago, Illinois 60614

The fee waiver authorized by this order shall be effective from June 1, 2006 through June 1, 2007.

SECTION 2. This order shall be in force and effect upon its passage.

SECTION 3. That the permit purchaser shall be entitled to a refund of city fees for which it has paid and which are exempt pursuant to Section 1.

6741 South Constance Avenue.

WHEREAS, Section 2-120-815 of the Municipal Code provides that the Chicago City Council may, by passage of an appropriate order, waive any fees charged by the City for any permit for which approval of the Commission on Chicago Landmarks (the "Commission") is required, in accordance with Chapter 2-120 of the Municipal Code; and

WHEREAS, The permits identified below require Commission approval, in accordance with Section 2-120-740 of the Municipal Code; now, therefore,

It Is Hereby Ordered by the City Council of the City of Chicago, as follows:

SECTION 1. The Executive Director of the Department of Construction and Permits, the Commissioners of the Departments of Environment and Fire, the Director of the Department of Revenue and the Zoning Administrator are hereby directed to issue those permits for which approval of the Commission on Chicago Landmarks is required pursuant to Chapter 2-120 of the Municipal Code, free of charge, notwithstanding other ordinances of the City Council to the contrary, to the property at:

Address: 6741 South Constance Avenue
District/Building: Jackson Park Highlands District

for work generally described as:

interior/exterior renovations to an existing historic residential building including window replacement

by:

Owner: Gina and Bryan Samuels
Owner's Address: 6741 South Constance Avenue
City, State, Zip: Chicago, Illinois 60649

The fee waiver authorized by this order shall be effective from July 1, 2006 through July 1, 2007.

SECTION 2. This order shall be in force and effect upon its passage.

SECTION 3. That the permit purchaser shall be entitled to a refund of city fees for which it has paid and which are exempt pursuant to Section 1.

2135 North Hudson Avenue.

WHEREAS, Section 2-120-815 of the Municipal Code provides that the Chicago City Council may, by passage of an appropriate order, waive any fees charged by the City for any permit for which approval of the Commission on Chicago Landmarks (the "Commission") is required, in accordance with Chapter 2-120 of the Municipal Code; and

WHEREAS, The permits identified below require Commission approval, in accordance with Section 2-120-740 of the Municipal Code; now, therefore,

It Is Hereby Ordered by the City Council of the City of Chicago, as follows:

SECTION 1. The Executive Director of the Department of Construction and Permits, the Commissioners of the Departments of Environment and Fire, the Director of the Department of Revenue and the Zoning Administrator are hereby directed to issue those permits for which approval of the Commission on Chicago

Landmarks is required pursuant to Chapter 2-120 of the Municipal Code, free of charge, notwithstanding other ordinances of the City Council to the contrary, to the property at:

Address: 2135 North Hudson Avenue
District/Building: Mid-North District

for work generally described as:

interior/exterior repairs, rehabilitation, and/or replacement of the roof, basement floor, plumbing, exterior front staircase and windows; also, demolition and reconstruction of an existing garage

by:

Owner: Matthew and Linda Matthews
Owner's Address: 2135 North Hudson Avenue
City, State, Zip: Chicago, Illinois 60614

The fee waiver authorized by this order shall be effective from July 1, 2006 through July 1, 2007.

SECTION 2. This order shall be in force and effect upon its passage.

SECTION 3. That the permit purchaser shall be entitled to a refund of city fees for which it has paid and which are exempt pursuant to Section 1.

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2445 West Logan Boulevard.

WHEREAS, Section 2-120-815 of the Municipal Code provides that the Chicago City Council may, by passage of an appropriate order, waive any fees charged by the City for any permit for which approval of the Commission on Chicago Landmarks (the "Commission") is required, in accordance with Chapter 2-120 of the Municipal Code; and

WHEREAS, The permits identified below require Commission approval, in accordance with Section 2-120-740 of the Municipal Code; now, therefore,

It Is Hereby Ordered by the City Council of the City of Chicago, as follows:

SECTION 1. The Executive Director of the Department of Construction and Permits, the Commissioners of the Departments of Environment and Fire, the Director of the Department of Revenue and the Zoning Administrator are hereby directed to issue those permits for which approval of the Commission on Chicago Landmarks is required pursuant to Chapter 2-120 of the Municipal Code, free of charge, notwithstanding other ordinances of the City Council to the contrary, to the property at:

Address: 2445 West Logan Boulevard
District/Building: Logan Square Boulevards District

for work generally described as:

new construction of a six (6) unit, three (3) story brick and stone building

by:

Owner: New Logan Builders L.L.C.
Owner's Address: 903 West Grove
City, State, Zip: Oak Park, Illinois 60302

The fee waiver authorized by this order shall be effective from September 1, 2006 through September 1, 2007.

SECTION 2. This order shall be in force and effect upon its passage.

SECTION 3. That the permit purchaser shall be entitled to a refund of city fees for which it has paid and which are exempt pursuant to Section 1.

2915 West Logan Boulevard.

WHEREAS, Section 2-120-815 of the Municipal Code provides that the Chicago City Council may, by passage of an appropriate order, waive any fees charged by the

City for any permit for which approval of the Commission on Chicago Landmarks (the "Commission") is required, in accordance with Chapter 2-120 of the Municipal Code; and

WHEREAS, The permits identified below require Commission approval, in accordance with Section 2-120-740 of the Municipal Code; now, therefore,

It Is Hereby Ordered by the City Council of the City of Chicago, as follows:

SECTION 1. The Executive Director of the Department of Construction and Permits, the Commissioners of the Departments of Environment and Fire, the Director of the Department of Revenue and the Zoning Administrator are hereby directed to issue those permits for which approval of the Commission on Chicago Landmarks is required pursuant to Chapter 2-120 of the Municipal Code, free of charge, notwithstanding other ordinances of the City Council to the contrary, to the property at:

Address: 2915 West Logan Boulevard
District/Building: Logan Square Boulevards District

for work generally described as:

the conversion of an existing brick and stone two (2) flat building into a single-family home, including the removal of an existing enclosed frame porch and the new construction of a one (1) story deck

by:

Owner: Sergio and Mary Flores
Owner's Address: 2915 West Logan Boulevard
City, State, Zip: Chicago, Illinois 60647

The fee waiver authorized by this order shall be effective from June 1, 2006 through June 1, 2007.

SECTION 2. This order shall be in force and effect upon its passage.

SECTION 3. That the permit purchaser shall be entitled to a refund of city fees for which it has paid and which are exempt pursuant to Section 1.

2301 -- 2315 South Michigan Avenue.

WHEREAS, Section 2-120-815 of the Municipal Code provides that the Chicago City Council may, by passage of an appropriate order, waive any fees charged by the City for any permit for which approval of the Commission on Chicago Landmarks (the "Commission") is required, in accordance with Chapter 2-120 of the Municipal Code; and

WHEREAS, The permits identified below require Commission approval, in accordance with Section 2-120-740 of the Municipal Code; now, therefore,

It Is Hereby Ordered by the City Council of the City of Chicago, as follows:

SECTION 1. The Executive Director of the Department of Construction and Permits, the Commissioners of the Departments of Environment and Fire, the Director of the Department of Revenue and the Zoning Administrator are hereby directed to issue those permits for which approval of the Commission on Chicago Landmarks is required pursuant to Chapter 2-120 of the Municipal Code, free of charge, notwithstanding other ordinances of the City Council to the contrary, to the property at:

Address: 2301 -- 2315 South Michigan Avenue
District/Building: Motor Row District

for work generally described as:

renovation/conversion of three (3) existing historic buildings to residential condominiums

by:

Owner: Motor Row Development Corporation
Owner's Address: 1229 West George Street
City, State, Zip: Chicago, Illinois 60657

The fee waiver authorized by this order shall be effective from June 1, 2006 through June 1, 2008.

SECTION 2. This order shall be in force and effect upon its passage.

SECTION 3. That the permit purchaser shall be entitled to a refund of city fees for which it has paid and which are exempt pursuant to Section 1.

1936 West Thomas Street.

WHEREAS, Section 2-120-815 of the Municipal Code provides that the Chicago City Council may, by passage of an appropriate order, waive any fees charged by the City for any permit for which approval of the Commission on Chicago Landmarks (the "Commission") is required, in accordance with Chapter 2-120 of the Municipal Code; and

WHEREAS, The permits identified below require Commission approval, in accordance with Section 2-120-740 of the Municipal Code; now, therefore,

It Is Hereby Ordered by the City Council of the City of Chicago, as follows:

SECTION 1. The Executive Director of the Department of Construction and Permits, the Commissioners of the Departments of Environment and Fire, the Director of the Department of Revenue and the Zoning Administrator are hereby directed to issue those permits for which approval of the Commission on Chicago Landmarks is required pursuant to Chapter 2-120 of the Municipal Code, free of charge, notwithstanding other ordinances of the City Council to the contrary, to the property at:

Address: 1936 West Thomas Street

District/Building: East Village District

for work generally described as:

repair of an existing rear wood porch

by:

Owner: John Scheer and Denise Doppke

Owner's Address: 1121 North Damen Avenue

City, State, Zip: Chicago, Illinois 60622

The fee waiver authorized by this order shall be effective from April 1, 2006 through April 1, 2007.

SECTION 2. This order shall be in force and effect upon its passage.

SECTION 3. That the permit purchaser shall be entitled to a refund of city fees for which it has paid and which are exempt pursuant to Section 1.

313 West Wisconsin Street.

WHEREAS, Section 2-120-815 of the Municipal Code provides that the Chicago City Council may, by passage of an appropriate order, waive any fees charged by the City for any permit for which approval of the Commission on Chicago Landmarks (the "Commission") is required, in accordance with Chapter 2-120 of the Municipal Code; and

WHEREAS, The permits identified below require Commission approval, in accordance with Section 2-120-740 of the Municipal Code; now, therefore,

It Is Hereby Ordered by the City Council of the City of Chicago, as follows:

SECTION 1. The Executive Director of the Department of Construction and Permits, the Commissioners of the Departments of Environment and Fire, the Director of the Department of Revenue and the Zoning Administrator are hereby directed to issue those permits for which approval of the Commission on Chicago Landmarks is required pursuant to Chapter 2-120 of the Municipal Code, free of charge, notwithstanding other ordinances of the City Council to the contrary, to the property at:

Address:	313 West Wisconsin Street
District/Building:	Old Town Triangle District

for work generally described as:

masonry repairs to the garage and rear of the house including replacement of two (2) existing rear windows to more historic double-hung and repair of front cornice

by:

Owner: Joan and Tony Janowski
Owner's Address: 228 West St. Paul Avenue
City, State, Zip: Chicago, Illinois 60614

The fee waiver authorized by this order shall be effective from June 1, 2006 through June 1, 2007.

SECTION 2. This order shall be in force and effect upon its passage.

SECTION 3. That the permit purchaser shall be entitled to a refund of city fees for which it has paid and which are exempt pursuant to Section 1.

COMMITTEE ON HOUSING AND REAL ESTATE.

**APPOINTMENT OF MR. RODRIGO A. SIERRA AS
MEMBER OF LOW-INCOME HOUSING
TRUST FUND BOARD.**

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred a communication from The Honorable Richard M. Daley, Mayor, confirming the appointment of Rodrigo A. Sierra to the Low-Income Housing Trust Fund Board to a term effective immediately and expiring December 31, 2006, to complete the unexpired term of The Reverend Noel Castellanos, who has resigned, having the

same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith.

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

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

On motion of Alderman Suarez, the committee's recommendation was *Concurred In* and the said proposed appointment of Mr. Rodrigo A. Sierra as a member of the Low-Income Housing Trust Fund Board was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 45.

Nays -- None.

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

ACCEPTANCE OF BIDS FOR PURCHASE OF CITY-OWNED
PROPERTIES AT VARIOUS LOCATIONS.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred two ordinances accepting sealed bids to purchase various city-owned vacant properties, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances transmitted herewith.

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

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

On motion of Alderman Suarez, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 45.

Nays -- None.

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

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

1302 South Oakley Avenue.

WHEREAS, The City of Chicago ("City"), acting through its Department of Planning and Development ("D.P.D."), is the owner of the vacant parcel of property located at 1302 South Oakley Avenue, Chicago, Illinois and which is legally described on Exhibit A attached hereto ("Property"), which Property is located in the Western/Ogden Tax Increment Financing Area ("Area") established pursuant to ordinances adopted by the City Council on February 5, 1998, published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages 61204 through 61411; and

WHEREAS, D.P.D. has proposed to sell the Property through a sealed bid process by causing a public notice of the sale to be published in the *Chicago Sun-Times*, *Defender* and *Hoy* for three (3) consecutive weeks; and

WHEREAS, In response to the aforesaid public notice, D.P.D. received the following conforming sealed bids: Susie Pesa -- Sixty Thousand Five Hundred and no/100 Dollars (\$60,500.00), Ruslan Karosanidze, Melissa Magallanes and Victor Magallanes -- Fifty-four Thousand Five Hundred and no/100 Dollars (\$54,500.00) and Jayakrishna Dharmavaram -- Forty-seven Thousand One Hundred Nineteen and no/100 Dollars (\$47,119.00); and

WHEREAS, D.P.D. opened the sealed bids at a public meeting before a certified court reporter and has recommended that the sealed bid of Susie Pesa, the highest bidder, be accepted by the City Council; now, therefore,

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

SECTION 1. The City Council hereby accepts the bid of Susie Pesa (the "Purchaser"), 25 East Superior Street, Unit 11D, Chicago, Illinois 60611, to purchase the Property for Sixty Thousand Five Hundred and no/100 Dollars (\$60,500.00).

SECTION 2. The Mayor or his proxy is authorized to execute, and the City Clerk or Deputy City Clerk is authorized to attest, a quitclaim deed conveying the Property to the Purchaser, or to a land trust of which the Purchaser is the sole beneficiary, or to a business entity of which the Purchaser is the sole controlling party. Such deed shall include a covenant obligating the Purchaser to use the Property only for a use consistent with the land uses permitted under the redevelopment plan for the Area. Purchaser's acceptance of the City's deed shall constitute Purchaser's agreement to such covenant.

SECTION 3. D.P.D. is authorized to deliver the deed to the Purchaser upon receipt of the balance of the purchase price in accordance with its standard procedures. D.P.D. is further authorized to refund the deposit checks to the unsuccessful bidders. In the event that the closing has not occurred within three (3) months from the passage of this ordinance through no fault of the City, D.P.D. may cancel the sale upon written notice to the Purchaser, retain the Purchaser's deposit check as liquidated damages, and offer the Property to the next highest bidder. Purchaser's acceptance of such quitclaim deed shall be deemed to be Purchaser's agreement to comply with such development obligations.

SECTION 4. This ordinance shall take effect immediately upon its passage and approval.

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

Exhibit "A".

Legal Description (subject to title commitment and survey):

Lot 2 in Block 2 in Willis, West and Others' Subdivision of that part of Block 9 in subdivision of Section 19, Township 39 North, Range 14, East of the Third Principal Meridian, lying north of the railroad, in Cook County, Illinois.

Address:

1302 South Oakley Avenue
Chicago, Illinois 60608.

Property Index Number:

17-19-110-019-0000.

4048 West Ogden Avenue.

WHEREAS, The City of Chicago ("City"), acting through its Department of Planning and Development ("D.P.D."), is the owner of the vacant parcel of property located at 4048 West Ogden Avenue, and which is legally described on Exhibit A attached hereto ("Property"); and

WHEREAS, D.P.D. has proposed to sell the Property through a sealed bid process by causing a public notice of the sale to be published in the *Chicago Sun-Times* for three (3) consecutive weeks; and

WHEREAS, In response to the aforesaid public notice, D.P.D. received only one conforming sealed bid by Leonard Keller, 4327 West 26th Street, Chicago, Illinois 60623 (the "Purchaser") in the amount of Forty-two Thousand and no/100 Dollars (\$42,000.00); and

WHEREAS, D.P.D. opened the sealed bid at a public meeting before a certified court reporter and has recommended that the sealed bid of the Purchaser be accepted by the City Council; now, therefore,

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

SECTION 1. The City Council hereby accepts the bid of the Purchaser in the amount of Forty-two Thousand and no/100 Dollars (\$42,000.00).

SECTION 2. The Mayor or his proxy is authorized to execute, and the City Clerk or Deputy City Clerk is authorized to attest, a quitclaim deed conveying the Property to the Purchaser, or to a land trust of which the Purchaser is the sole beneficiary, or to a business entity of which the Purchaser is the sole controlling party.

SECTION 3. D.P.D. is authorized to deliver the deed to the Purchaser upon receipt of the balance of the purchase price in accordance with its standard procedures. In the event that the closing has not occurred within three (3) months from the passage of this ordinance through no fault of the City, D.P.D. may cancel the sale upon written notice to the Purchaser, retain the Purchaser's deposit check as liquidated damages, and re-offer the Property for sale in accordance with its standard procedures.

SECTION 4. This ordinance shall take effect upon its passage and approval.

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

Exhibit "A".

Legal Description (subject to title commitment and survey):

Lot 48 in Meservey's Subdivision of Block 1 in Crawford's Subdivision of that part of the east two-thirds of the east half of the northeast quarter of Section 27, Township 39 North, Range 13, East of the Third Principal Meridian, lying north of the Chicago, Burlington & Quincy Railroad, in Cook County, Illinois.

Address:

4048 West Ogden Avenue
Chicago, Illinois 60623.

Property Index Number:

16-27-205-044-0000.

ACCEPTANCE OF BID OF MR. PETER HLEPAS FOR PURCHASE
OF CHICAGO BOARD OF EDUCATION PROPERTY AT
17 -- 27 NORTH TALMAN AVENUE.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Board of Education authorizing the sale of property at 17 -- 21 North Talman Avenue, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Board of Education of the City of Chicago has recommended to the City Council Committee on Housing and Real Estate of the City of Chicago to sell the real estate hereinafter described in the manner provided by statute; and

WHEREAS, Pursuant to 105 ILCS 5/34-21 (b) (1), by a vote of not less than two-thirds ($\frac{2}{3}$) of its full membership, the Board of Education of the City of Chicago has determined that such real estate has become unnecessary, unsuitable, inappropriate and unprofitable to the Board and that a sale would constitute the best available use of such real estate for the purpose of deriving revenue to support the Board's authorized purposes; and

WHEREAS, The Board of Education of the City of Chicago advertised for sale and received one (1) bid on the said real estate; and

WHEREAS, The bid was opened in the Department of Procurement and Contracts for the Board of Education of the City of Chicago on February 21, 2006, the closing bid date; and

WHEREAS, One (1) appraisal was made for this property indicating that the fair market value of this real estate is as follows:

Zimmerman Real Estate Group
As of September 26, 2005
Market Value: \$240,000.00

; and

WHEREAS, The Board of Education of the City of Chicago has, by a vote of not less than two-thirds ($\frac{2}{3}$) of its full membership, at its meeting of April 26, 2006, recommended that the acceptance of the bid from Peter Hlepas, an individual, 2950 West Grand Avenue, Chicago, Illinois 60622, in the amount of Four Hundred Thirty-one Thousand and no/100 Dollars (\$431,000.00) to purchase said property, be accepted; now, therefore,

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

SECTION 1. That the City of Chicago hereby accepts the bid of Peter Hlepas, an individual, 2950 West Grand Avenue, Chicago, Illinois 60622, to purchase the land at 17 -- 27 North Talman Avenue, further described as follows, to wit:

the east 23 feet of Lot 18 and all of Lots 19, 20 and 21 in Pollock's Subdivision of 4 acres in the south half of the southeast quarter of Section 12, Township 39 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois.

Permanent Index Number:

16-12-427-068,

which land area contains approximately eleven thousand nine hundred seventy (11,970) square feet/zero and twenty-seven-hundredths (0.27) acres, and is no longer necessary, appropriate, required for the use of, profitable to or for the best interests of the Board of Education of the City of Chicago and/or the City of Chicago.

SECTION 2. That the Mayor, or his designee, and the City Clerk are authorized to sign and attest a deed conveying to Peter Hlepas, an individual, all rights of the City of Chicago In Trust For the Use of Schools in and to said school property.

SECTION 3. This ordinance shall be in effect from and after its passage.

ACCEPTANCE OF BID FOR PURCHASE OF CITY-OWNED PROPERTY
AT 6533 SOUTH BISHOP STREET UNDER ADJACENT
NEIGHBORS LAND ACQUISITION PROGRAM.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Planning and Development accepting a bid to purchase the city-owned property at 6533 South Bishop Street in accordance with the adjacent Neighbors Land Acquisition Program, having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The City of Chicago hereby accepts the bid to purchase the vacant parcel of property ("Parcel") identified on Exhibit A attached hereto, pursuant to the terms of the Adjacent Neighbors Land Acquisition Program ("Program").

SECTION 2. The Mayor or his proxy is authorized to execute, and the City Clerk or Deputy City Clerk is authorized to attest, a quitclaim deed conveying the Parcel to the successful bidder identified on Exhibit A. The conveyance shall be subject to all terms, conditions, covenants and restrictions of the Program.

SECTION 3. This ordinance shall take effect and be in full force from the date of its passage and approval.

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

Exhibit "A".

Bidder:

Dwight Dukes and Marshay Dukes.

Address:

6535 South Bishop Street.

Bid Amount:

\$1,085.00.

Legal Description (subject to title commitment and survey):

Lot 35 in Block 4 in Hosmer and Fenn's Subdivision of the north half of the southwest quarter of the northwest quarter of Section 20, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

6533 South Bishop Street
Chicago, Illinois.

Property Index Number:

20-20-115-015-0000.

APPROVAL FOR SALE OF CITY-OWNED PROPERTY
AT 1024 NORTH ROCKWELL STREET TO
MR. ANDREW P. BULKOWSKI.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Planning and Development authorizing the sale of city-owned property at 1024 North Rockwell Street to Andrew Bulkowski, having the same under advisement, begs leave to report and recommend that Your Honorable Body Pass the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City owns that certain parcel of real property commonly known as 1024 North Rockwell Street, Chicago, Illinois (Permanent Index Number 16-01-413-041) (subject to final title and survey, the "Parcel"); and

WHEREAS, Andrew Bulkowski, (the "Developer"), has offered to purchase the Parcel from the City for its appraised fair market value of One Hundred Forty-seven Thousand and no/100 Dollars (\$147,000.00) and has proposed to build an extension of a single-family home on the Parcel, including a two (2) car parking garage (the "Project"); and

WHEREAS, By Resolution Number 06-079-21, adopted by the Plan Commission of the City of Chicago ("Commission") on June 13, 2006, the Commission recommended the sale of the Parcel to the Developer; and

WHEREAS, Public notices advertising the Department's intent to enter into a negotiated sale with the Developer and requesting alternative proposals appeared in the *Chicago Sun-Times* on August 21, 2006, August 28, 2006 and September 4, 2006; and

WHEREAS, No alternative proposals have been received by the deadline indicated in the aforesaid notices; now, therefore,

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

SECTION 1. The foregoing recitals are hereby adopted as the findings of the City Council.

SECTION 2. The sale of the Parcel to the Developer for a purchase price of One Hundred Forty-seven Thousand and no/100 Dollars (\$147,000.00) is hereby approved. Prior to the City's conveyance of the Parcel, the Developer may obtain a phase I environmental report covering the Parcel. If the Developer provides a copy of such report and evidence of payment to the City prior to the City's conveyance of the Parcel, the Developer shall be entitled to a credit for the cost of such report, up to a maximum of Three Thousand Dollars (\$3,000), against the purchase price. If the report discloses material environmental conditions needing remediation the Developer shall not be obligated to purchase the Parcel from the City unless the Developer and the City agree upon a remediation plan. If no such agreement is reached, the City shall bear the cost of the phase I environmental report. At the time of conveyance of the City Parcel, the Developer shall deposit with the City an additional Seven Thousand Three Hundred Fifty and no/100 Dollars (\$7,350.00) as a performance deposit to secure the Developer's performance of its obligations under this ordinance and the deed described in Section 3 below (the "City Deed"). Upon the City's issuance of the Certificate (as defined in the City Deed), the performance deposit shall be returned to the Developer. If the Developer defaults in the performance of its obligations under this ordinance and the City Deed, and such default is not cured within the cure period set forth in the City Deed, the City shall be entitled to retain such performance deposit.

SECTION 3. The Mayor or his proxy is authorized to execute, and the City Clerk or Deputy City Clerk is authorized to attest, a quitclaim deed conveying the Parcel to the Developer, or to a land trust of which the Developer is the sole beneficiary, or to an entity of which the Developer is the owner and controlling party. The quitclaim deed shall be substantially in the form of Exhibit A to this ordinance.

SECTION 4. This ordinance shall take effect immediately upon its passage and approval. If the Developer has not closed on the purchase of the Property by January 1, 2007, this ordinance shall be null and void, and the City shall have no authority to thereafter convey the Parcel to the Developer. Notwithstanding the foregoing, such January 1, 2007 date may be extended by the Commissioner of D.P.D., in her sole discretion, by one (1) extension period up to thirty (30) days in length.

SECTION 5. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 6. All ordinances, resolutions, motions or orders inconsistent with this ordinance are hereby repealed to the extent of such conflict

SECTION 7. This ordinance shall be in full force and effect immediately upon its passage and approval.

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

Exhibit "A".

Quitclaim Deed.

Grantor, the City of Chicago, an Illinois municipal corporation ("Grantor"), having its principal office at 121 North LaSalle Street, Chicago, Illinois 60602, for and in consideration of One Hundred Forty-seven Thousand and no/100 Dollars (\$147,000.00) (the "Purchase Price"), conveys and quitclaims, pursuant to ordinance adopted October __, 2006, and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages _____ through _____, to Andrew P. Bulkowski, ("Grantee"), whose address is 5479 North Milwaukee Avenue, Chicago, Illinois 60630, all interest and title of Grantor in the following described real property ("Property"):

[See Legal Description Attached Hereto As (Sub)Exhibit A]

Further, this quitclaim deed ("Deed") is made and executed upon, and is subject to the conditions and covenants set forth below in paragraphs First through Seventh, said conditions and covenants being a part of the consideration for the Property and being covenants running with the land from the date on which this Deed is recorded, which conditions and covenants shall be binding upon Grantee and its successors and assigns, but which covenants shall terminate upon the issuance of a certificate of completion ("Certificate") by the Department of Planning and Development of the City of Chicago ("D.P.D.") upon Grantee's completion of construction in accordance with the following covenants:

First: Grantee shall use the Property only to construct a single-family home which shall have the following construction features: it shall be constructed with quality exterior materials on all four (4) sides, in addition to all four (4) exterior walls of the garage; it shall comply with the Chicago Landscape Ordinance; it shall include at least two (2) new parking spaces on the Property; it shall reflect facade elements found in the surrounding neighborhood including building style, material, proportions and height and reflect RT4 zoning requirements; it shall ensure all street facing facades.

This Transfer Is Exempt Pursuant To The Provisions Of The Illinois Real Estate Transfer Tax Act, 35 ILCS 200/31-45(b); And The Chicago Real Property Transfer Tax, Municipal Code Section 3-33-060.B are constructed of brick-faced masonry construction with front stoops made of concrete, wood or metal; cast stone or concrete may be utilized for architectural details above windows and doors and to create a projecting cornice line; exposed concrete masonry units (C.M.U.) and vinyl siding materials are prohibited and all windows should be glazed with clear glass; and the single-family home shall otherwise be constructed in substantial and material compliance in accordance with 1024 North Rockwell Street rendering prepared by Hanna Architects, Inc., and attached hereto as (Sub)Exhibit B (the "Single-Family Home");

Second: Grantee shall pay real estate taxes and assessments on the Property or any part thereof when due;

Third: Grantee shall not encumber the Property, or portion thereof, except to secure financing solely to obtain a construction loan for the aforesaid improvements, and any permanent refinancing(s) of such construction loan;

Fourth: Grantee shall not suffer or permit any levy or attachment to be made or any other encumbrance or lien to attach to the Property or any portion thereof;

Fifth: Grantee shall diligently proceed with the construction of the Single-Family Home by commencing construction of the Single-Family Home by January 1, 2007 and by completing construction by January 2, 2008;

Sixth: Grantee shall have no rights to convey any right, title or interest in the Property subject to paragraph "Seventh" below; and

Seventh: Grantee agrees for itself and any successor in interest not to discriminate based upon race, religion, color, sex, national origin or ancestry, age, handicap, sexual orientation, military status, parental status or source of income in the construction and of the Single-Family Home.

In the event that subsequent to the conveyance of the Property and prior to delivery of the Certificate of Completion by Grantor, Grantee defaults in or breaches any of the terms or conditions described in this Deed which have not been cured or remedied within the thirty (30) days of Grantee's receipt of written notice from the Grantor, Grantor may, upon payment to Grantee (or any holder of a first mortgage) of the purchase price recited above (or such lesser amount as may be owed the first mortgagee), re-enter and take possession of the Property or portion thereof, terminate the estate conveyed by the Deed to Grantee as well as Grantee's right of title and all other rights and interests in and to the Property conveyed by the Deed to Grantee, and re-vest title in said Property or portion thereof with the City; provided, however, that said re-vesting of title in the City shall always be limited by, and shall not defeat, render invalid, or limit in any way, the lien of any first mortgage for the protection of the holder of the first mortgage (except to the extent that any such first mortgagee is paid, as provided for above). The Property shall thereafter be developed in accordance with the terms of this Deed, unless the City elects otherwise.

Notwithstanding any of the provisions of the Deed, the holder of a first mortgage or a holder who obtains title to the Property as a result of foreclosure of the first mortgage (or deed in lieu thereof) shall not itself be obligated by the provisions of the Deed to construct or complete the construction of the Single-Family Home or guarantee such construction or completion, nor shall any covenant or any other provision in the Deed be construed to so obligate such holder. Nothing in this section shall be construed to permit any such holder to devote the Property or any part thereof to use or to construct improvements thereon except as permitted under this Deed.

When Grantee provides D.P.D. with a certificate of occupancy for the Single-Family Home, and provided that Developer has performed all of its other obligations under this Deed, D.P.D. shall furnish Grantee with a Certificate of Completion in recordable form, and covenants One through Seven above shall terminate upon the recording of such Certificate of Completion and the D.P.D. shall return the Seven Thousand Three Hundred Fifty Dollar (\$7,350) performance deposit to the Grantee. Such Certificate of Completion shall not constitute, however, evidence that Developer has complied with any applicable provisions of federal, state or local laws, ordinances and regulations with regard to the completion of the Single-Family Home and shall not serve as any "guaranty" as to the quality of the construction of said structure.

In Witness Whereof, Grantor has caused this instrument to be duly executed in its name and behalf and its seal to be hereunto duly affixed an attested, by the Mayor and by the Deputy City Clerk, on or as of the ____ day of _____, 2006.

City of Chicago, a municipal corporation

Richard M. Daley,
Mayor

Attest:

Edmund Kantor,
Deputy City Clerk

State of Illinois)
)SS.
County of Cook)

I, _____, a notary public in and for said County, in the State aforesaid, do hereby certify that Mara S. Georges, personally known to me to be the Corporation Counsel of the City of Chicago, pursuant to proxy on behalf of Richard M. Daley, Mayor, and Edmund W. Kantor, personally known to me to be the Deputy City Clerk of the City of Chicago, both personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me acknowledged that as said Corporation Counsel and said Deputy City Clerk, respectively, each person signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the City of Chicago, as each person's free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 2006.

Notary Public

[(Sub)Exhibit "B" referred to in this Quitclaim Deed
unavailable at time of printing.]

(Sub)Exhibit "A" referred to in this Quitclaim Deed reads as follows:

Sub)Exhibit "A".
(To Quitclaim Deed)

Legal Description Of Parcel (subject to final title commitment and survey):

Lot 24 in Gross' Third Humboldt Park Addition to Chicago, a subdivision in the northwest quarter of the southeast quarter of Section 1, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Address:

1024 North Rockwell Street
Chicago, Illinois.

Permanent Index Number:

16-01-413-041.

AUTHORIZATION FOR SALE OF CITY-OWNED PROPERTIES WITHIN
ENGLEWOOD, SOUTH CHICAGO AND HUMBOLDT PARK
COMMUNITY AREAS TO NEIGHBOR SPACE FOR
ESTABLISHMENT OF PARK AND OPEN SPACE.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Planning and Development authorizing the sale of property located within Englewood, South Chicago and Humboldt Park Community Areas, having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

WHEREAS, There is a lack of sufficient open space in the City for recreational and aesthetic uses, and as a result there is a need to develop small open spaces as parks, garden and natural areas for public use for the benefit of the citizens of the City; and

WHEREAS, On March 26, 1996 (*Journal of the Proceedings of the City Council of the City of Chicago*, pages 18970 to 18979, inclusive), the City Council of the City ("City Council") approved the establishment of NeighborSpace, an Illinois not-for-profit corporation, as a collaboration among the City, the Chicago Park District and the Cook County Forest Preserve District to address the lack of sufficient open space in the City for recreational and aesthetic uses; and

WHEREAS, NeighborSpace was incorporated under the laws of the State of Illinois as a not-for-profit corporation on May 29, 1996, organized exclusively for charitable, scientific and educational purposes including, but not limited to, the preservation of open space and parks within the City; and

WHEREAS, The City was authorized by the aforementioned Ordinance to sell or lease real property to NeighborSpace for use as open space benefitting the citizens of the City, subject to the approval of the City Council; and

WHEREAS, The Chicago Plan Commission, the Chicago Park District ("C.P.D.") and the City Council have previously prepared and approved that certain planning document entitled, "City Space: An Open Space Plan For Chicago", dated January, 1998 (the "Open Space Plan"), which set forth certain goals and objectives for increasing open space in the City; and

WHEREAS, The Open Space Plan set as a goal that each community area in Chicago will have a minimum standard of two (2) acres of open space per one thousand (1,000) residents by 2010 and five (5) acres of open space per one thousand (1,000) residents by 2020; and

WHEREAS, The Open Space Plan found that the Englewood, South Chicago and Humboldt Park community areas all need additional acreage of additional public open space to meet the minimum standard of five (5) acres of open space per one thousand (1,000) residents; and

WHEREAS, The City Council finds that there is a shortage of public open space and public parks in the Englewood, South Chicago and Humboldt Park community areas and the shortage is a serious issue for the community; and

WHEREAS, The City Council finds that open space and public parks are essential to the general health, safety and welfare of the City; and

WHEREAS, The City Council finds that the establishment of additional public open space and public parks is essential to the general health, safety and welfare of the City; and

WHEREAS, The City owns the Parcels of real property (the "Parcels") listed on Exhibit A attached hereto and made a part hereof, which are located in the Englewood, South Chicago and Humboldt Park Community Areas; and

WHEREAS, NeighborSpace has offered to purchase the Parcels for use as public open space, including, without limitation, the maintenance of community gardens; and

WHEREAS, The City Council finds that the conveyance of the Parcels to Neighborspace for use as public open space will help alleviate the public open space shortage in the Englewood, South Chicago and Humboldt Park Community Areas and is in the best interests of the City; now, therefore,

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

SECTION 1. The City hereby approves the sale of the Parcels listed on Exhibit A to NeighborSpace for the price of One and no/100 Dollars (\$1.00).

SECTION 2. The Mayor or his proxy is authorized to execute, and the City Clerk or Deputy City Clerk is authorized to attest, a quitclaim deed or deeds conveying the Parcels to NeighborSpace. Such deed(s) shall include the following covenant running with the land, or language substantially similar and acceptable to the Corporation Counsel:

"Neighborspace shall allow the Parcels to be used only as open space. The Commissioner of Planning and Development of the City of Chicago shall have authority to release this covenant upon the request of Neighborspace. If Neighborspace allows the Parcels to be used for any purpose other than open space without first obtaining a release of this covenant, the City may re-enter and take possession of the Parcels, terminate the estate conveyed to Neighborspace, and re-vest title to the Parcels in the City".

SECTION 3. The Commissioner of the Department of Planning and Development (the "Commissioner") or a designee of the Commissioner is hereby authorized, with the approval of the City's Corporation Counsel as to final form and legality, to negotiate, execute and deliver, or receive on behalf of the City, such other supporting documents as may be necessary or appropriate to convey such Parcels to Neighborspace.

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

SECTION 5. All ordinances, resolutions, motions or orders inconsistent with this ordinance are hereby repealed to the extent of such conflict.

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

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

*Exhibit "A".**List Of Parcels.*

(Subject To Final Title Commitment And Survey)

Project Name	Address	Permanent Index Number	Community Area
69 th and Stewart Block Club Garden	6946 South Stewart Avenue	20-21-320-032	68 -- Englewood
Bush Community Garden of Hope	8457 South Buffalo Avenue	21-32-206-020	46 -- South Chicago
Bush Community Garden of Hope	8459 South Buffalo Avenue	21-32-206-021	46 -- South Chicago
Lion's Garden	3301 West Beach Avenue	16-02-214-023	23 -- Humboldt Park

APPROVAL OF SALE OF CITY-OWNED PROPERTIES
AT VARIOUS LOCATIONS.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred seven ordinances by the Department of Planning and Development authorizing the sale of city-owned property, having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances transmitted herewith.

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

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

On motion of Alderman Suarez, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 45.

Nays -- None.

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

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

5823 South Calumet Avenue.

WHEREAS, The City of Chicago ("City"), is the owner of the vacant parcel of property located at 5823 South Calumet Avenue, Chicago, Illinois, which is legally described on Exhibit A attached hereto ("Property"); and

WHEREAS, Coy Pugh ("Grantee"), 5821 South Calumet Avenue, Chicago, Illinois 60637, has offered to purchase the Property from the City to improve with landscaped open space thereon; and

WHEREAS, The City is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; now, therefore,

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

SECTION 1. The City Council hereby approves the sale of the Property to the Grantee in the amount of Eighty-seven Thousand Five Hundred and no/100 Dollars (\$87,500.00).

SECTION 2. The Mayor or his proxy is authorized to execute, and the City Clerk or Deputy City Clerk is authorized to attest, a quitclaim deed conveying the Property to the Grantee. The quitclaim deed shall contain language substantially in the following form:

This conveyance is subject to the express conditions that: 1) the Property is improved with landscaped open space within six (6) months of the date of this deed; and 2) the Property is used as open space in perpetuity.

In the event that the conditions are not met, the City of Chicago may re-enter the Property and re-vest title in the City of Chicago.

This right of reverter and re-entry in favor of the City of Chicago shall terminate forty (40) years from the date of this deed.

Grantee's acceptance of such quitclaim deed shall be deemed to be Grantee's agreement to comply with such redevelopment obligations.

SECTION 3. This ordinance shall take effect upon its passage and approval.

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

Exhibit "A".

Legal Description (subject to title commitment and survey):

Lot 39 (except the south 10 feet thereof) and the south 10 feet of Lot 40 in Block 1 in Follansbee's Subdivision of Blocks 17, 18 and 21 to 24, inclusive, in Newhall, Larned and Woodbridge's Subdivision in the northwest quarter of Section 15, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

5823 South Calumet Avenue
Chicago, Illinois 60637.

Property Index Number:

20-15-124-006-0000.

608 North Central Park Avenue.

WHEREAS, The City of Chicago ("City"), is the owner of the vacant parcel of property located at 608 North Central Park Avenue, Chicago, Illinois, which is legally described on Exhibit A attached hereto ("Property"), which Property is located in the Chicago/Central Park Tax Increment Financing Area ("Area") established pursuant to ordinances adopted by the City Council on February 27, 2002 published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages 79795 through 80025; and

WHEREAS, Jane Ann Jefferies ("Grantee"), 610 North Cental Park Avenue, Chicago, Illinois 60624, has offered to purchase the Property from the City to improve with landscaped open space thereon; and

WHEREAS, The City is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; now, therefore,

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

SECTION 1. The City Council hereby approves the sale of the Property to the Grantee in the amount of Thirty-eight Thousand and no/100 Dollars (\$38,000.00).

SECTION 2. The Mayor or his proxy is authorized to execute, and the City Clerk or Deputy City Clerk is authorized to attest, a quitclaim deed conveying the Property to the Grantee. Such deed shall include a covenant obligating the Grantee to use the property only for use consistent with the land uses permitted under the redevelopment plan for the Area. Grantee's acceptance of the City's deed shall constitute Grantee's agreement to such covenant. The quitclaim deed shall also contain language substantially in the following form:

This conveyance is subject to the express conditions that: 1) the Property is

improved with landscaped open space within six (6) months of the date of this deed; and 2) the Property is used as open space in perpetuity.

In the event that the conditions are not met, the City of Chicago may re-enter the Property and re-vest title in the City of Chicago.

This right of reverter and re-entry in favor of the City of Chicago shall terminate forty (40) years from the date of this deed.

Grantee's acceptance of such quitclaim deed shall be deemed to be Grantee's agreement to comply with such redevelopment obligations.

SECTION 3. This ordinance shall take effect upon its passage and approval.

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

Exhibit "A".

Legal Description (subject to title commitment and survey):

Lot 20 in Henderson's Subdivision of Block 8 of W. J. Morton's Subdivision of the east half of the northwest quarter of Section 11, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

608 North Central Park Avenue
Chicago, Illinois 60624.

Property Index Number:

16-11-117-038-0000.

501 South Cicero Avenue.

WHEREAS, The City of Chicago ("City") is the owner of the vacant parcel of

property located at 501 South Cicero Avenue, Chicago, Illinois, which is legally described on Exhibit A attached hereto ("Property"); and

WHEREAS, Daniel Lopez ("Grantee"), 2300 North Cicero Avenue, Chicago, Illinois 60639, has offered to purchase the Property from the City for the purpose of constructing a parking lot thereon; and

WHEREAS, The City is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; now, therefore,

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

SECTION 1. The City Council hereby approves the sale of the Property to the Grantee in the amount of Forty-nine Thousand and no/100 Dollars (\$49,000.00).

SECTION 2. The Mayor or his proxy is authorized to execute, and the City Clerk or Deputy City Clerk is authorized to attest, a quitclaim deed conveying the Property to the Grantee. The quitclaim deed shall contain language substantially in the following form:

This conveyance is subject to the express conditions that: 1) a parking lot is constructed on the Property within twelve (12) months of the date of this deed; and 2) the Property is used as a parking lot in perpetuity.

In the event that the conditions are not met, the City of Chicago may re-enter the Property and re-vest title in the City of Chicago.

This right of reverter and re-entry in favor of the City of Chicago shall terminate forty (40) years from the date of this deed.

SECTION 3. This ordinance shall take effect upon its passage and approval.

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

Exhibit "A".

Legal Description (subject to title commitment and survey):

Lots 1 and 2 in Block 1 in Congress First Addition to Chicago, a subdivision of the southwest quarter of the northwest quarter of Section 15, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

501 South Cicero Avenue
Chicago, Illinois 60644.

Property Index Number:

16-15-125-001-0000.

3732 West Grand Avenue.

WHEREAS, The City of Chicago ("City") is the owner of the vacant parcel of property located at 3732 West Grand Avenue, Chicago, Illinois, which is legally described on Exhibit A attached hereto ("Property"), which property is located in the Division/Homan Tax Increment Financing Area ("Area") established pursuant to ordinances adopted by the City Council on June 27, 2001 published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages 61712 -- 61851; and

WHEREAS, Juan M. Cuza ("Grantee"), 3734 West Grand Avenue, Chicago, Illinois 60651, has offered to purchase the Property from the City for the purpose of constructing a parking lot thereon; and

WHEREAS, The City is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; now, therefore,

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

SECTION 1. The City Council hereby approves the sale of the Property to the Grantee in the amount of Ninety-two Thousand Four Hundred and no/100 Dollars (\$92,400.00).

SECTION 2. The Mayor or his proxy is authorized to execute, and the City Clerk or Deputy City Clerk is authorized to attest, a quitclaim deed conveying the Property to the Grantee. Such deed shall include a covenant obligating the Grantee to use the Property only for use consistent with the land uses permitted under the redevelopment plan for the Area. Grantee's acceptance of the City's deed shall constitute Grantee's agreement to such covenant. The quitclaim deed shall also contain language substantially in the following form:

This conveyance is subject to the express condition that a parking lot is built on the Property within twelve (12) months of the date of this deed.

In the event that the condition is not met, the City of Chicago may re-enter the Property and re-vest title in the City of Chicago.

This right of reverter and re-entry shall terminate upon the issuance of a certificate of completion, release or similar instrument by the City of Chicago.

Grantee's acceptance of such quitclaim deed shall be deemed to be Grantee's agreement to comply with such redevelopment obligations.

SECTION 3. This ordinance shall take effect upon its passage and approval.

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

Exhibit "A".

Legal Description (subject to title commitment and survey):

Lot 12 in Block 14 in Beebe's Subdivision of the east half of the northwest quarter of Section 2, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

3732 West Grand Avenue
Chicago, Illinois 60651.

Property Index Number:

16-02-129-003-0000.

1553 South St. Louis Avenue.

WHEREAS, The City of Chicago ("City") is the owner of the vacant parcel of property located at 1553 South St. Louis Avenue, Chicago, Illinois, which is legally described on Exhibit A attached hereto ("Property"), which property is located in the Midwest Tax Increment Financing Area ("Area") established pursuant to ordinances adopted by the City Council on May 17, 2000 published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages 30776 through 30953; and

WHEREAS, Lola B. Owens ("Grantee"), 1551 South St. Louis Avenue, Chicago, Illinois 60623, has offered to purchase the Property from the City for the purpose of constructing a parking lot thereon; and

WHEREAS, The City is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; now, therefore,

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

SECTION 1. The City Council hereby approves the sale of the Property to the Grantee in the amount of Eighteen Thousand Eight Hundred and no/100 Dollars (\$18,800.00).

SECTION 2. The Mayor or his proxy is authorized to execute, and the City Clerk or Deputy City Clerk is authorized to attest, a quitclaim deed conveying the Property to the Grantee. Such deed shall include a covenant obligating the Grantee to use the Property only for use consistent with the land uses permitted under the redevelopment plan for the Area. Grantee's acceptance of the City's deed shall constitute Grantee's agreement to such covenant. The quitclaim deed shall also contain language substantially in the following form:

This conveyance is subject to the express conditions that: 1) a parking lot is constructed on the Property within twelve (12) months of the date of this deed; and 2) the Property is used as a parking lot in perpetuity.

In the event that the conditions are not met, the City of Chicago may re-enter the Property and re-vest title in the City of Chicago.

This right of reverter and re-entry in favor of the City of Chicago shall terminate forty (40) years from the date of this deed.

Grantee's acceptance of such quitclaim deed shall be deemed to be Grantee's agreement to comply with such redevelopment obligations.

SECTION 3. This ordinance shall take effect upon its passage and approval.

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

Exhibit "A".

Legal Description (subject to title commitment and survey):

the south 25 feet of Lot 14 in Block 7 in Grant's Addition, being a subdivision of the southwest quarter of the northeast quarter of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

1553 South St. Louis Avenue
Chicago, Illinois 60623.

Property Index Number:

16-23-224-020-0000.

4501 -- 4503 West Washington Boulevard.

WHEREAS, The City of Chicago ("City"), is the owner of the vacant parcel of property located at 4501 -- 4503 West Washington Boulevard, Chicago, Illinois, which is legally described on Exhibit A attached hereto ("Property"), which property is located in the Madison/Austin Corridor Tax Increment Financing Area ("Area")

established pursuant to ordinances adopted by the City Council on September 29, 1999, published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages 11501 through 11663; and

WHEREAS, Willie Dunmore ("Grantee"), 7320 South Stony Island Avenue, Chicago, Illinois 60649, has offered to purchase the Property from the City for the purpose of constructing a parking lot thereon; and

WHEREAS, The City is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; now, therefore,

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

SECTION 1. The City Council hereby approves the sale of the Property to the Grantee in the amount of One Hundred Fifty-seven Thousand and no/100 Dollars (\$157,000.00).

SECTION 2. The Mayor or his proxy is authorized to execute, and the City Clerk or Deputy City Clerk is authorized to attest, a quitclaim deed conveying the Property to the Grantee. Such deed shall include a covenant obligating the Grantee to use the Property only for use consistent with the land uses permitted under the redevelopment plan for the Area. Grantee's acceptance of the City's deed shall constitute Grantee's agreement to such covenant. The quitclaim deed shall also contain language substantially in the following form:

This conveyance is subject to the express condition that a parking lot is built on the Property within twelve (12) months of the date of this deed.

In the event that the condition is not met, the City of Chicago may re-enter the Property and re-vest title in the City of Chicago.

This right of reverter and re-entry shall terminate upon the issuance of a certificate of completion, release or similar instrument by the City of Chicago.

Grantee's acceptance of such quitclaim deed shall be deemed to be Grantee's agreement to comply with such redevelopment obligations.

SECTION 3. This ordinance shall take effect upon its passage and approval.

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

Exhibit "A".

Legal Description (subject to title commitment and survey):

Lots 1 and 2 in Block 38 in the subdivision of the south half of Section 10, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

4501 -- 4503 West Washington Boulevard
Chicago, Illinois 60624.

Property Index Number:

16-10-330-018-0000.

722 -- 724 West 21st Street.

WHEREAS, The City of Chicago ("City"), is the owner of the vacant parcels of property located at 722 -- 724 West 21st Street, Chicago, Illinois, which are legally described on Exhibit A attached hereto ("Property"); and

WHEREAS, Anaele Chavez ("Grantee"), 728 West 21st Street, Chicago, Illinois 60616, has offered to purchase the Property from the City to improve with landscaped open space thereon; and

WHEREAS, The City is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; now, therefore,

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

SECTION 1. The City Council hereby approves the sale of the Property to the Grantee in the amount of One Hundred Fifty-eight Thousand and no/100 Dollars (\$158,000.00).

SECTION 2. The Mayor or his proxy is authorized to execute, and the City Clerk or Deputy City Clerk is authorized to attest, a quitclaim deed conveying the Property to the Grantee. The quitclaim deed shall contain language substantially in the following form:

This conveyance is subject to the express condition that the Property is improved with landscaped open space within six (6) months of the date of this deed.

In the event that the condition is not met, the City of Chicago may re-enter the Property and re-vest title in the City of Chicago.

This right of reverter and re-entry shall terminate upon the issuance of a certificate of completion, release or similar instrument by the City of Chicago.

SECTION 3. This ordinance shall take effect upon its passage and approval.

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

Exhibit "A".

Legal Description (subject to title commitment and survey):

Lots 51 and 52 in Hamilton and Other's Subdivision of the north half of Block 39 in Canal Trustee's Subdivision of the west half and so much of the southeast quarter as lies west of the south branch of the Chicago River in Section 21, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

722 -- 724 West 21st Street
Chicago, Illinois 60616.

Property Index Numbers:

17-21-320-022-0000; and

17-21-320-023-0000.

REPEAL OF PRIOR ORDINANCE WHICH AUTHORIZED
SALE OF CITY-OWNED PROPERTY AT 5765 -- 5767
SOUTH WENTWORTH AVENUE TO CHRIST
FIRST MISSIONARY BAPTIST CHURCH.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Planning and Development authorizing a repeal of a previously passed ordinance authorizing a sale of property at 5765 -- 5767 South Wentworth Avenue, having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Department of Planning and Development (the "Department") of the City of Chicago ("City") has previously sought to enter into a negotiated sale with Christ First Missionary Baptist Church, 5769 South Wentworth Avenue, Chicago, Illinois 60621 (the "Purchaser") for the vacant parcel of property commonly known as 5765 --5767 South Wentworth Avenue, Chicago, Illinois, and identified by Permanent Index Number(s): 20-16-218-010-0000 (the "Parcel"); and

WHEREAS, By ordinance adopted by the City Council of the City on March 9, 2005 and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages 43559 through 43560, the City Council approved the sale of the parcel to the Purchaser; and

WHEREAS, The Purchaser has notified the City that it is no longer interested in purchasing the Parcel from the City; now, therefore,

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

SECTION 1. The aforesaid ordinance authorizing the sale of the Parcel to the Purchaser is hereby repealed in its entirety.

SECTION 2. The Department is hereby authorized to re-offer the Parcel for sale in accordance with its standard procedures.

SECTION 3. This ordinance shall take effect upon its passage and approval.

SELECTION OF GEN ONE GROUP AS PROJECT DEVELOPER,
AUTHORIZATION FOR EXECUTION OF REDEVELOPMENT
AGREEMENT AND WAIVER OF CERTAIN PERMIT FEES
FOR CONSTRUCTION OF AFFORDABLE HOUSING
WITHIN AUSTIN COMMUNITY AREA
UNDER NEW HOMES FOR
CHICAGO PROGRAM.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance authorizing a property conveyance and funding for GenOne Group pursuant to the New Homes for Chicago Program, having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois and may exercise any power related to its local governmental affairs; and

WHEREAS, The City Council of the City ("City Council"), by Ordinance first adopted June 7, 1990 and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages 17038 -- 17045, as most recently

amended and restated by that certain ordinance adopted April 26, 2006 and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages 75201 -- 75212, established the New Homes for Chicago Program ("New Homes Program") to assist with the construction and rehabilitation of new single-family housing and two-flat buildings which shall be affordable to many families; and

WHEREAS, In accordance with the New Homes Program guidelines, the Department of Housing ("Department") solicited proposals for the construction and rehabilitation of new single-family homes, including single-family detached homes, townhomes, and condominium units in multi-family buildings ("Single-Family Homes"), two (2) flat buildings ("Two-Flat Buildings") on either privately owned lots ("Private Lots") or lots to be provided by the City ("City Lots"); and

WHEREAS, The Department has recommended the selection of Gen One Group, Inc., an Illinois corporation (together with any single purpose entity owned and controlled by Gen One Group, Inc., (the "Developer"), to participate as a developer under the New Homes Program, subject to this ordinance and the guidelines and restrictions of the New Homes Program; and

WHEREAS, Pursuant to the New Homes Program, the City may provide a subsidy from corporate funds or other legally available funds to cover certain costs associated with the construction and rehabilitation and eligible homebuyers' purchase of the Single-Family Homes or Two-Flat Buildings (the "Purchase Price"), and in addition, may grant waivers of City fees and deposits related to new construction and rehabilitation work, and may also expend up to Seventy-two Thousand Dollars (\$72,000) in City general obligation bond proceeds or other legally available funds to complete certain perimeter site improvement work, ("Perimeter Site Improvement Work") if the City determines that such Perimeter Site Improvement Work is necessary, and subject to the availability of such bond proceeds or other legally available funds; and

WHEREAS, Pursuant to the New Homes Program, the City may also, subject to the availability of such funds, provide a homebuyer subsidy ("Additional Purchase Price Subsidy") derived from HOME Investment Partnerships Program grant funds, pursuant to the Cranston-Gonzalez National Affordable Housing Act, 42 U.S.C. Section 12701, et seq. (1992) and the regulations promulgated thereto in 24 C.F.R. Part 92 ("HOME Funds"); and

WHEREAS, The Department recommends to the City Council that the Developer be selected to participate in the New Homes Program as a Developer; now, therefore,

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

SECTION 1. The following proposal for construction of Single-Family Homes under the New Homes Program is hereby approved (such proposal, the "Project"):

Developer:	Gen One Group, Inc., an Illinois corporation, or a single purpose entity owned and controlled by Gen One Group, Inc.
Aggregate Number of Single:	Up to twelve (12) Single-Family Homes.
Location:	Austin community area.
Amount of Purchase Price Subsidy:	Not to exceed Ten Thousand Dollars (\$10,000) for each Single-Family Home for eligible homebuyers up to one hundred percent (100%) of the Chicago primary metropolitan statistical area median income ("A.M.I."), or One Hundred Twenty Thousand Dollars (\$120,000) in the aggregate.
Amount of Additional Purchase Price Subsidy:	Not to exceed Thirty Thousand Dollars (\$30,000) for each Single-Family Home for eligible homebuyers up to sixty percent (60%) of the ("A.M.I.") and not to exceed Twenty Thousand Dollars (\$20,000) for each Single-Family Home for eligible homebuyers above sixty percent (60%) and up to eighty percent (80%) A.M.I. or Three Hundred Sixty Thousand Dollars (\$360,000) in the aggregate.
Aggregate Purchase Price Subsidy and Additional Purchase Price Subsidy:	Not to exceed Four Hundred Eighty Thousand Dollars (\$480,000).

SECTION 2. The Commissioner of the Department of Housing, on behalf of the City, is authorized to enter into a redevelopment agreement with the Developer in substantially the form of Exhibit A attached hereto (the "Redevelopment Agreement"), and to execute such other documents, subject to approval of the Corporation Counsel, as may be necessary to provide for the construction of new Single-Family Homes by Developer pursuant to the New Homes Program.

SECTION 3. The new homes shall be constructed on those City-owned lots presently owned by the City and to be conveyed to Developer as provided by the New Homes Program, all as more fully described on Exhibit B attached hereto (such City-owned lots, the "City Lots"). In conjunction with the construction by Developer of the

new homes described herein, the City: (a) shall waive those certain fees and deposits as more fully described in Exhibit C attached hereto with respect to all homes constructed and, in addition, shall deem all such homes to qualify as "Affordable Housing" for purposes of Section 16-18 of the Municipal Code of Chicago; (b) may expend City general obligation bond proceeds or other legally available funds to complete Perimeter Site Improvement Work if the City, in its sole discretion, determines that such Perimeter Site Improvement Work is necessary to the construction of such new homes, and subject to the availability of such bond proceeds or other legally available funds.

SECTION 4. All of the Single-Family Homes to be constructed by Developer pursuant to this ordinance must be developed and sold to homebuyers meeting the income eligibility requirements of the New Homes Program for a base sales price not to exceed One Hundred Ninety-five Thousand Dollars (\$195,000) and must otherwise be developed and sold in conformance with the New Homes Program.

SECTION 5. The Mayor or his proxy is authorized to execute, and the City Clerk to attest, quitclaim deeds conveying to Developer the City Lots in accordance with the schedule contained in the Redevelopment Agreement.

SECTION 6. The Department of Zoning of the City is hereby authorized to permit any administrative reduction or waiver of any required yard restriction concerning the City Lots to the extent such administrative relief is permitted under the Zoning Ordinance of the City, which may be redeveloped by Developer pursuant to the New Homes Program.

SECTION 7. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 8. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict. Given the applicable restrictions with respect to maximum sales price and maximum income for the purchaser of New Homes Program and under this ordinance, Section 2-44-090 of the Municipal Code of Chicago shall not apply to the Project or the City Lots.

SECTION 9. This ordinance shall take effect immediately upon its passage and approval.

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

Exhibit "A".
(To Ordinance)

Redevelopment Agreement.

New Homes For Chicago Program
Gen One Group, Inc.

This Agreement ("Agreement"), dated as of _____, 2006 is made by and between the City of Chicago, an Illinois municipal corporation ("City"), acting by and through its Department of Housing ("DOH") and Gen One Group, Inc., an Illinois corporation, having its principal office at 5904 W. Race Street, Chicago, Illinois 60644 ("Developer"). Capitalized terms not otherwise defined herein shall have the meaning given in the Definitions Section.

RECITALS

A. The City, as a home rule unit under the 1970 Constitution of the State of Illinois, has the authority to promote the health, safety and welfare of its inhabitants, to prevent the spread of blight and to encourage private development in order to enhance the local tax base and create employment, and to enter into contractual agreements with third parties for the purpose of achieving the aforesaid purposes.

B. The City Council of the City, by Ordinance first adopted June 7, 1990 and published in the Journal of Proceedings of the City Council ("J.O.P.") for such date at pages 17038-17045, and most recently amended and restated April 26, 2006 and published in the J.O.P. for such date at pages 75201-75212, has established the New Homes for Chicago Program (as amended, the "New Homes Program") to assist with the construction of affordable, new, high-quality, owner-occupied housing.

C. Developer has previously submitted an application package to DOH describing its proposal for participation in the New Homes Program by constructing single family housing in the Austin neighborhood.

D. Based in part on the representations and proposals contained in Developer's application package, the City Council of the City, by Ordinance adopted _____, 2006 and published in the J.O.P. for such date at pages _____ (the "Project Ordinance"), approved the selection of Developer for participation in the New Homes Program and approved the allocation of the subsidies described in Section 4.5(b) to subsidize certain development costs associated with the Project and homebuyers' purchase of Homes.

E. Developer, subject to the terms of the Agreement, shall construct up to twelve (12) housing units (the "Home(s)") in single family homes ("Single Family Home(s)"), all of which must be sold to homebuyers meeting the income eligibility requirements of the New Homes Program for a base sales price not to exceed One Hundred Ninety-Five Thousand Dollars (\$195,000) and must otherwise be developed and sold in conformance with the New Homes Program and this Agreement (the "Project").

F. The Homes shall be constructed on the parcels presently owned by the City ("City Lots") and listed on Exhibit A attached hereto. The City Lots are located within the boundaries of the Harrison Central Tax Increment Financing Redevelopment Project Area (the "Area"), which was established pursuant to ordinances adopted by the City Council on July 28, 2006. The development of such lots shall be in accordance with all laws, rules and regulations concerning tax increment financing, including, without limitation, Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., as amended from time to time. The City Lots are legally described on Exhibit B attached hereto.

G. City Lots with a fair market value of Fifty Thousand Dollars (\$50,000) or less may be conveyed by the City to Developer for the sum of One Dollar (\$1.00) per City Lot. City Lots with a fair market value in excess of Fifty Thousand Dollars (\$50,000) may also be conveyed by the City to Developer in accordance with the procedures described in Section 4.5(b)(1) below. Furthermore, Developer shall also receive waivers of certain City fees and deposits relating to new construction of Homes as described on Exhibit C attached hereto.

H. In connection with the development and sale of the Homes, and subject to the terms of this Agreement, the City shall also make available, at the time of the sale of a Home to a homebuyer, the subsidies described in Section 4.5(b), provided, however, that the maximum aggregate subsidies to be made available pursuant to the Agreement shall not exceed the amount set forth therein.

I. Developer and the City acknowledge that the implementation of the policies and provisions described in the Agreement will be of mutual benefit to the Developer and the City.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

DEFINITIONS

The following terms shall have the meaning set forth below:

Additional Land Value Lien Amount: Shall have the meaning given in Section 4.5(b)(1).

Affidavits: Those certain affidavits executed by Developer at time of submission of the Project Ordinance, as re-certified to the City, consisting of an economic disclosure statement and affidavit as required by the City in connection with the New Homes Program.

Agreement: Shall have the meaning given in the preamble.

AMI: the Chicago Primary Metropolitan Statistical Area Median income, as determined by DOH.

Budget: Shall have the meaning given in Section 4.5(a).

Certificate: Shall have the meaning given in Section 4.8.

City: Shall have the meaning given in the preamble.

City Junior Mortgage: Shall have the meaning given in Section 4.5(b)(2).

City Lots: Shall have the meaning given in Recital F.

Commissioner: The Commissioner of DOH.

Conditional Certificate: Shall have the meaning given in Section 4.5(e)(ii).

Construction Lender: Shall have the meaning given in Section 4.5(a).

Construction Loan: Shall have the meaning given in Section 4.5(a).

Deed: Shall have the meaning given in Section 3.1.

Developer: Shall have the meaning given in the preamble, and shall also include the Developer's successors and assigns, as permitted under this Agreement.

DOH: Shall have the meaning given in the preamble.

Escrow: Shall have the meaning given in Section 4.5(c).

Escrow Agreement: Shall have the meaning given in Section 4.5(c).

Escrowee: Shall have the meaning given in Section 4.5(c).

Event of Default: Shall have the meaning given in Section 6.3(b).

Final Certificate: Shall have the meaning given in Section 4.5(e).

Financing: Shall have the meaning given in Section 4.5(a).

First Mortgage: Shall have the meaning given in Section 4.5(a).

First Mortgage Note: Shall have the meaning given in Section 4.5(a).

Home(s): Shall have the meaning given in Recital E.

HOME Homebuyer: Shall have the meaning given in Section 4.5(b)(3).

HOME Additional Purchase Price Subsidy: Shall have the meaning given in Section 4.5(b)(3).

HOME Regulations: Shall have the meaning given in Section 4.5(b)(3).

New Homes Program: Shall have the meaning given in Recital B.

NHFC Account: Shall have the meaning given in Section 3.2.

Inspector: Shall have the meaning given in Section 4.5(d).

Land Value Lien: Shall have the meaning given in Section 4.5(b)(1).

Land Value Lien Amount: Shall have the meaning given in Section 4.5(b)(1).

Lot: A City Lot.

MR-Homes: [INTENTIONALLY DELETED]

P.M.S.A.: The Chicago Primary Metropolitan Statistical Area.

Project: Shall have the meaning given in Recital E.

Project Ordinance: Shall have the meaning given in Recital D.

Purchase Price Subsidy: shall have the meaning given in Section 4.5(b)(2).

Recorder's Office: Shall have the meaning given in Section 3.6.

Schedule: Shall have the meaning given in Section 4.1.

Single Family Home(s): Shall have the meaning given in Recital F.

Title Company: That certain title company selected by Developer and the City pursuant to the terms of the Agreement.

Working Drawings and Specifications: The final working drawings and specifications prepared for Developer with regard to the construction of the Single Family Homes, a list of which is attached hereto as Exhibit D.

SECTION I
INCORPORATION OF RECITALS AND DEFINITIONS

The recitations and definitions set forth above constitute an integral part of the Agreement and are incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the parties.

SECTION II
COVENANTS, REPRESENTATIONS AND WARRANTIES

2.1 Covenants, Representations and Warranties of Developer. To induce the City to execute the Agreement and perform the obligations of the City hereunder, Developer hereby covenants, represents and warrants to the City as follows:

(a) Developer is a duly organized and existing corporation in good standing under the laws of the State of Illinois. Developer agrees that the Articles of Incorporation, inasmuch as it affects the performance of Developer pursuant to the terms of this Agreement, shall not be modified or amended without the express written consent of the DOH.

(b) No litigation or proceedings are pending, or are threatened against Developer, or any party affiliated with Developer, which could: (i) adversely affect the ability of Developer to perform its obligations pursuant to and as contemplated by the terms and provisions of the Agreement; or (ii) adversely materially affect the operation or financial condition of Developer.

(c) The execution, delivery and performance by Developer of the Agreement have not constituted or will not, upon the giving of notice or lapse of time, or both, constitute a breach or default under any other agreement to which Developer or any party affiliated with Developer is a party or may be bound or affected, or a violation of any law, regulation or court order which currently affects the Project, any part thereof, any interest therein or the use thereof.

(d) The parties executing the Agreement on behalf of Developer have been duly authorized by all appropriate action to enter into, execute and deliver the Agreement and to cause Developer to perform the terms and obligations contained herein.

(e) The construction of the Homes and the development of the Project pursuant to the terms of this Agreement will not violate: (i) any statute, law, regulation, rule, ordinance or executive or judicial order of any kind (including, without limitation, zoning and building laws, ordinances, codes or approvals and environmental protection laws or regulations); or (ii) any building permit, restriction of record or any agreement affecting any City Lot or any part thereof.

(f) Except as otherwise provided in the Agreement, Developer shall not, without the prior written consent of the DOH, which the DOH may withhold in its sole discretion: (i) grant, suffer or permit any lien, claim or encumbrance upon any City Lot or any portion thereof (unless Developer has taken such appropriate action to cause the Title Company to insure over any title encumbrances caused by such liens or claims); (ii) permit or suffer any levy, attachment, claim or restraint to be made affecting any City Lot or any portion thereof; or (iii) enter into any transaction

not in the ordinary course of business of Developer which materially or adversely affects Developer's ability to perform its obligations under the terms of the Agreement.

(g) Developer has and shall maintain all government permits, certificates and consents (including, without limitation, appropriate environmental approvals) necessary to conduct its business and to construct and complete the Homes.

(h) Developer has not made or caused to be made, directly or indirectly, any payment, gratuity or offer of employment in connection with this Agreement or any contract paid from the City treasury or pursuant to City ordinance, for services to any City agency ("City Contract") as an inducement for the City to enter into the Agreement or any City Contract with Developer in violation of Chapter 2-156-020 of the Municipal Code of Chicago.

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

(j) Neither Developer nor any Affiliate thereof is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment: The Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List. As used herein, an "Affiliate" shall be deemed to be a person or entity related to Developer that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with Developer, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

(k) Developer has agreed to comply with the terms of: (1) those certain covenants described in Section V below; (2) the Affidavits; and (3) the employment obligations described in section VII below.

(l) Developer shall at all times prior to the issuance of a Final Certificate carry and maintain the insurance coverages and amounts described on Exhibit E.

2.2 Representations and Warranties of the City. To induce Developer to execute the Agreement and perform its obligations hereunder, the City hereby represents and warrants to Developer that the City has authority under its home rule powers granted in the Constitution of the State of Illinois and the Project Ordinance to enter into, execute and deliver the Agreement and perform the terms and obligations contained herein.

2.3 Survival of Covenants, Representations and Warranties. Developer agrees that all of its covenants, representations and warranties, and the City agrees that all of its representations and warranties, set forth in this Section II or elsewhere in the Agreement are true as of the execution date of the Agreement and will be true in all material respects at all times hereafter, except with respect to matters which from time to time are or have been disclosed in writing to and approved by the other party.

SECTION III **CONVEYANCE OF THE CITY LOTS**

3.1 Form of Deed. The City shall convey to Developer fee simple title to each City Lot (upon the request of Developer pursuant to the terms of the Agreement) by quitclaim deed substantially in the form attached hereto as Exhibit F ("Deed"). The conveyance and title of each City Lot, in addition to the provisions of the Agreement, shall, without limiting the quitclaim nature of the Deed, be subject to the following ("Permitted Exceptions"):

1. Covenants and restrictions set forth in the Deed.
2. Schedule B exceptions in the title policy described in Section 3.3.
3. General real estate taxes.
4. Easements of record and not shown of record.
5. Such defects which cannot reasonably be cured but will not affect the use, marketability and insurability of the City Lots.
6. Title objections caused by Developer.
7. The Land Value Lien, this Agreement and the right of reverter retained in this Agreement.

In addition, each City Lot shall be conveyed to Developer with no warranty, express or implied, by the City as to the condition of the soil, its geology, or the presence of known or unknown faults. It shall be the sole responsibility of Developer, at its sole expense, to investigate and determine the soil and environmental condition existing in each City Lot. At the City's request, such investigation shall at the minimum consist of a Phase I environmental assessment and a soil test or, in the alternative, an engineering test subsequent to excavation of the City Lot. If the soil conditions are not in all respects entirely suitable for construction of a Home, then it shall be the sole responsibility and obligation of Developer to take such action as may be necessary to place the soil and environmental condition of each City Lot in a condition entirely suitable for such intended use. If Developer's soil or environmental testing reveals soil conditions or environmental contamination and Developer is able to demonstrate, to the reasonable satisfaction of the DOH, that the cost of any corrective action or environmental clean-up of the City Lot will cause the ceiling base price for the proposed Single Family Home to exceed the sum of \$195,000 (before taking into Purchase Price Subsidy and HOME Purchase Price Subsidy contemplated under this Agreement, then: (a) if such soil testing occurs before the conveyance of the City Lot, said City Lot shall not be conveyed to Developer; or (b) if such soil testing occurs after the conveyance of the City Lot, Developer may re-convey said City Lot to the City. Concurrent with any said reconveyance, Developer agrees to: (a) restore the City Lot to its condition immediately prior to the commencement of any testing conducted by or on behalf of Developer (said obligation to restore the City Lot does not include any requirement of Developer to undertake any landscaping of the City Lot), and (b) provide the City

with copies of any and all soil and environmental reports prepared on behalf of Developer with regard to the City Lot. If any City Lot is re-conveyed by Developer to the City in accordance with the terms of this Section 3.1, the City shall be under no obligation to remedy the soil or environmental condition of the City Lot, and such reconveyance shall be for One Dollar (\$1.00).

3.2 Conveyance of the City Lots. Before the City shall deliver a Deed to Developer for any City Lot, and before any construction may commence on any City Lot, DOH shall have reviewed and approved the following closing deliveries (fully executed and acknowledged, where applicable), each of which, unless waived in writing by DOH, shall be a condition precedent to the City's obligation to deliver any Deed:

- (a) Working Drawings and Specifications for each model of Home to be constructed (as described in Section 4.2 below);
- (b) Developer's Budget;
- (c) Developer's Financing;
- (d) the building permit received by the Developer with regard to the construction of the Home on the Lot;
- (e) this Agreement, which shall constitute the Land Value Lien instrument securing the Land Value Lien Amount and any Additional Land Value Lien Amount;
- (f) a certified copy of the contract between Developer and its general contractor, and all executed contracts covering the completion of the Project from the major subcontractors, if available;
- (g) the condition of title with regard to the Lot;
- (h) a final plat of survey for the Lot certified by a licensed engineer showing all easements, encroachments and containing a legal description of the Lot;
- (i) a certificate of good standing for the Developer from the State of Illinois, a certificate of incumbency identifying Developer's current officers and including specimen signatures, copy of the Developer's bylaws and resolutions authorizing the Developer's performance of its obligations under this Agreement;
- (j) Internal Revenue Service taxpayer identification numbers;
- (k) originals of the Construction Loan documents or evidence of Financing acceptable to the DOH;
- (l) Developer's written request for the conveyance of the specified City Lot(s);
- (m) such transfer tax declarations, ALTA statements and similar customary transaction documents as may be necessary to consummate the conveyance; and
- (n) the Escrow Agreement.

The Escrowee shall also have received the following documents submitted by the City (if required by the Escrowee): (a) one copy of this Agreement; and (b) a certified copy of the Project Ordinance Subject to the Developer's satisfaction of the conditions precedent described above in Section 3.2(a) through (n) above, the City shall deliver to the Escrowee the Deed, and, if applicable, a check for the City's initial deposit (if any) of the Purchase Price Subsidy, which shall be deposited in a separate Escrow subaccount subject to the City's sole control (the "NHFC Account"). The City shall

thereafter deposit the balance of Purchase Price Subsidy funds and any HOME Additional Purchase Price Subsidy funds on a mutually-agreed upon schedule.

If the conditions described in this Section 3.2 (a) through (n) are not achieved by Developer for the construction of the first Home in the Project within three (3) months of the execution date of this Agreement (except in the instance of the occurrence of any Permitted Delay described in Section 6.2 below), then the Agreement, at the option of the City, shall become null and void and the City shall be under no further obligation to Developer. The City shall have no obligation to convey any further City Lots pursuant to this Agreement after the date that is eighteen (18) months after the execution date of this Agreement.

3.3 Title Insurance. Upon the conveyance of each City Lot, the Developer shall obtain at the Developer's sole expense, title insurance from the Title Company, consisting of an Owner's Policy ALTA form B (1987), dated as of the date of conveyance, insuring the title of Developer with regard to the City Lot, subject only to the reservations and exceptions provided in this Section 3 and such endorsements as it may require. The City agrees to use reasonable efforts to assist Developer in obtaining said endorsements.

3.4 Real Estate Taxes. The City shall take all appropriate steps to secure the exemption or waiver of general real estate taxes due and payable prior to the date of recording of the Deed to the extent such an exemption or waiver may be obtained through the City's preparation of a so-called "216(e) Letter" or the filing to vacate a tax sale in error. If any general real estate taxes for a City Lot cannot be so cleared, the City shall be under no further obligation and the Developer may either elect to close and accept conveyance of the City Lot subject to such general real estate taxes or decline to accept such City Lot. Developer shall also be responsible for payment of all real estate taxes payable after the recording of said Deed.

3.5 No Substitution of Lots. If the City cannot clear tax liens or other exceptions to title in a manner suitable for purposes of the Agreement, or Developer's investigation of the soil and environmental condition leads Developer to refuse the conveyance of said Lots (or to re-convey said City Lots to the City) then the City shall have no duty to provide substitute lots for development under this Agreement. Moreover, under no circumstances, shall the City be compelled by Developer, with regard to any City Lot, to remedy any tax lien, title exception, or soil or environmental condition described in this Section 3.

3.6 Recordation of Deed. The Developer shall promptly file each Deed for recordation with the Office of the Recorder of Deeds of Cook County, Illinois ("Recorder's Office") and pay all recording costs.

SECTION IV THE CONSTRUCTION OF THE PROJECT

4.1 Schedule of Construction Progress. Developer shall construct the Homes on the City Lots in accordance with that certain construction timetable schedule dated as of _____, 2006 ("Schedule"), prepared by Developer, approved by the DOH, and

attached hereto as Exhibit G. The Schedule represents an estimate of the number of Homes to be completed by Developer by the expiration of certain time periods within the eighteen (18) month time frame for commencement and completion of the Project as described further in Section 4.7 below. If Developer's construction of Homes falls short of its completion obligations under the Schedule, certain of the City Lots (and the corresponding amount of subsidies allocated to the Project pursuant to Section 4.5(b)) may be released from the terms of this Agreement and thereafter may be made available to the City for alternative redevelopment plans.

Developer covenants that the Homes shall be constructed in accordance with the Working Drawings and Specifications. Upon completion of the construction of each Home, the City shall issue to Developer the Certificate pursuant to Section 4.8.

4.2 Working Drawings and Specifications. The preliminary Working Drawings and Specifications dated _____, 2006, containing the preliminary plans and drawings with regard to the construction of each model of Home, are approved by the DOH and listed on Exhibit D attached hereto. Within thirty (30) days of the execution date of the Agreement, Developer shall submit to the DOH for its approval Developer's proposed final Working Drawings and Specifications with regard to each model of Home. The DOH shall have thirty (30) days within which to approve or reject said drawings and specifications. If the DOH rejects the Working Drawings and Specifications, Developer shall have sixty (60) days in order to correct such documents and resubmit them to the DOH for its approval. The DOH shall thereafter have thirty (30) days within which to approve or reject the corrected documents. Upon the approval of the DOH, said Working Drawings and Specifications shall constitute the final Working Drawings and Specifications.

If, after executing this Agreement, the Developer desires to construct a different type of model Home than that reflected in the Working Drawings and Specifications listed on Exhibit D attached hereto, Developer shall submit to the DOH Working Drawings and Specifications for said model. The DOH shall have thirty (30) days within which to approve or reject said Working Drawings and Specifications. If the DOH rejects the Working Drawings and Specifications, Developer shall have sixty (60) days in order to correct such documents and resubmit them to the DOH for approval. Upon the approval of the DOH, said Working Drawings and Specifications shall constitute final Working Drawings and Specifications.

The Working Drawings and Specifications shall conform to the terms of the Agreement, the New Homes Program, and all applicable federal, state and local laws, ordinances and regulations, including, without limitation, the Zoning Ordinance of the City of Chicago, Title 17, Municipal Code of Chicago, the current edition of the Model Energy Code published by the Council of American Building Officials, and the housing quality standards contained in 24 C.F.R. Section 882.109.

Any material amendment to the Working Drawings and Specifications must be submitted to the DOH for its approval, which approval shall not be unreasonably withheld or delayed.

4.3 Preparation of the Lots; General Requirements. Developer and the City acknowledge that some of the Lots may have "atypical" conditions (sunken lot and other site elevation problems, ingress and egress problems, parking problems, and/or issues concerning the location of the Homes vis-a-vis existing buildings located on the parcels adjacent to the Lots) which dictate that special consideration should be given to the construction of Homes on such Lots. These "atypical" conditions do not include matters which are routinely considered by the City's Department of Buildings with regard to the issuance of building permits. Accordingly, prior to the commencement of construction of the Project, a representative of Developer and the DOH shall conduct a site visit of each of the Lots listed on Exhibit A to determine if any special, "atypical" conditions exist. Those lots shall be deemed as "Special Lots" for purposes of the Agreement.

Prior to the commencement of construction by Developer on any Special Lot, the DOH must approve a site-specific, final plat of survey (including grading elevations) identifying the proposed location of the model type, showing the resolution of any elevation, ingress/egress, parking and location issues. Subject to the limitations in Section 4.5(b), the City may provide the assistance described therein to remedy such atypical conditions.

In addition, prior to the commencement of construction on any of the Lots, the environmental effect of the development and construction of the Project must be assessed in accordance with the provisions of the National Environmental Policy Act of 1969 and implementing regulations contained in 24 C.F.R. Parts 50 and 58. In such regard, the City may grant to Developer a right of entry to the City Lots for the purpose of allowing Developer's architects and engineers to inspect each City Lot and to investigate the soil and environmental condition existing in each City Lot.

Construction and development of any of the Homes shall be in accordance with the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4821 et seq., and the corresponding regulations contained in 24 C.F.R. Part 35. In addition, Developer shall comply with the Flood Disaster Protection Act of 1973, 42 U.S.C. 4001-4128).

4.4 Limited Applicability of DOH's Approval. Any approvals of the Working Drawings and Specifications made by the DOH are for the purposes of the Agreement only and do not affect or constitute approvals required for building permits or approvals required pursuant to any other ordinance or code of the City, nor does any approval by the DOH pursuant to the Agreement constitute approval of the quality, structural soundness or the safety of the Homes. The City, however, agrees to assist Developer in expeditiously obtaining approvals for building permits and driveways affecting the Project.

4.5 Financing and Constructing the Project.

(a) **Budget.** Concurrent with the execution of the Agreement by Developer and its delivery to the City, Developer shall deliver to the DOH for its approval a written budget ("Budget") for the construction of the Homes. Developer shall also submit to the DOH a description of Developer's financing ("Financing"), which shall include the amount of Developer's equity in the Project and evidence of: (i) a commitment for adequate financing ("Commitment") obtained from a financial

institution or lender, specifying the source and the amount of the loan, length of the term and the applicable interest rate, or (ii) evidence of a line of credit or other funding source necessary to fund the construction of the Homes. Within seven (7) business days of receipt, the DOH shall review and approve or reject the Financing, and the Commitment. The Financing shall be subject and subordinate to the terms and conditions of the Agreement.

Provided that the Commitment is approved by the City, Developer shall obtain financing from the lender identified in the Commitment ("Construction Lender") to permit the construction of the Project ("Construction Loan"). The Construction Lender shall be permitted to secure and evidence its loan by a mortgage ("First Mortgage") and mortgage note ("First Mortgage Note") encumbering the Lots. The Construction Loan funds shall be disbursed pursuant to the Escrow described in Section 4.5(c) below.

(b) City's Incentives.

(1) Sales Price. Subject to all of the terms, covenants and conditions of the Agreement, the City shall convey each City Lot for the consideration of One Dollar (\$1.00) if the fair market value of the City Lot is Fifty Thousand Dollars (\$50,000) or less. For purposes of the Agreement, the "fair market value" for each City Lot has been established as of the execution date of the Agreement and is listed on Exhibit A-1 attached hereto. The Developer acknowledges that upon the recording of this Agreement, the City shall have a lien against each City Lot conveyed pursuant hereto in the amount of the fair market value of such City Lot, as set forth on Exhibit A-1 (the "Land Value Lien"). The fair market value of a particular City Lot, up to the first \$50,000 in value (the "Land Value Lien Amount") shall be added to and included in the amount of monies secured by this Agreement and the City Junior Mortgage and potentially due and owing under such instruments. The amount by which the fair market value of a City Lot exceeds the sum of \$50,000 (if any) (such excess amount, the "Additional Land Value Lien Amount") shall also be secured by this Agreement and the City Junior Mortgage and subject to the special repayment provisions described in the following paragraph.

After the recording of this Agreement, and prior to a City Lot's conveyance to a homebuyer, the Land Value Lien Amount and any Additional Land Value Lien Amount shall not amortize and shall be immediately be due and payable to the City if the City Lot is sold, or refinanced except as expressly contemplated and permitted under this Agreement and the City Junior Mortgage. When a City Lot is conveyed to a homebuyer, the lien of this Agreement shall be released and be replaced by the lien of the City Junior Mortgage. The Land Value Lien Amount shall thereafter reduce in four equal installments on each anniversary date of such conveyance, and after the fourth anniversary date shall be zero. The Additional Land Value Lien Amount shall not amortize, but shall be an amount potentially due and owing the City calculated as the Additional Land Value Lien Amount, plus interest thereon at an annual rate of three percent (3%), from the date of such conveyance. The principal amount of and any accrued interest on the Additional Land Value Lien Amount shall become due upon the sale or refinancing (except a refinancing in an amount equal to or less than the homebuyer's purchase price for the Home) of said Home during the forty (40) year period commencing on the date of such conveyance; provided, however, that if the subsequent homebuyer meets the income eligibility requirements of the New Homes Program, such purchaser

may assume the obligations of the Land Value Lien as to such Additional Land Value Lien Amount for the balance of such forty (40) year term. The Land Value Lien, as initially evidenced by this Agreement and then evidenced by the City Junior Mortgage, shall be junior to the lien of any construction loan mortgage and any First Mortgage, and any subsequent purchase money mortgage obtained by any a homebuyer of a Home (if such homebuyer is income-eligible under the New Homes Program), and any refinancing of such purchase money mortgage, provided such refinancing is in an amount equal to or less than the homebuyer's purchase price for the Home.

(2) Purchase Price Subsidy. The City shall grant a Purchase Price Subsidy in an amount not to exceed the sum of One Hundred Twenty Thousand Dollars (\$120,000) in the aggregate to cover hard construction costs of certain of the Homes. The Purchase Price Subsidy for each Single Family Home shall not exceed the sum of Ten Thousand Dollars (\$10,000) per Home, and shall only be available to homebuyers whose household incomes are less than or equal to one hundred percent (100%) of the AMI. The specific amount of Purchase Price Subsidy to be allocated to each model type of Home is described further on Exhibit H attached hereto.

The Purchase Price Subsidy shall be disbursed to Developer at the closing of the sale of each Home to the initial homebuyer, but only if that Developer: (a) obtains from the City the Certificate; (b) conveys the Home to an eligible homebuyer as described in Section 5.3 below; (c) complies with the covenants described in Section 5.1 below; and (d) provides the initial homebuyer with an Owner's Policy ALTA form B (1987) policy of title insurance issued by the Title Company, dated as of the closing date in the amount of the purchase price.

Developer advise each initial homebuyer that such homebuyer shall be required to execute and record at the time of the homebuyer's closing (and the Developer shall attach as an exhibit to the homebuyer's sales contract) a mortgage, security and recapture agreement in favor of the City (the "City Junior Mortgage"), in the form of Exhibit I to this Agreement, which shall also include the homebuyer's covenant to use the Home as the homebuyer's principal residence, and shall secure all amounts described in this Agreement as being subject to recapture or repayment . The amount of any Purchase Price Subsidy provided with respect to a Home shall be secured by the City Junior Mortgage and shall be repaid by the homebuyer to the City in accordance with its terms if the Home is sold or refinanced (except in an amount equal to or less than the homebuyer's purchase price for the Home) by the initial homebuyer within four (4) years of purchase. The City Junior Mortgage shall be subordinate to the lien in favor of the homebuyer's permanent purchase mortgage, and any refinancing of such purchase money mortgage, provided such refinancing is in an amount equal to or less than the homebuyer's purchase price for the Home.

(3) HOME Additional Purchase Price Subsidy. Homebuyers purchasing a Single Family Home (other than an MR-Home) and whose household incomes are at or below 80% of the AMI (hereafter, a "HOME Homebuyer") may request from the City, by application to the DOH, a financial subsidy ("HOME Additional Purchase Price Subsidy") derived from an allocation to the City of HOME Investment Partnerships Program grant funds, pursuant to the Cranston-Gonzalez National Affordable Housing Act, 42 U.S.C. Section 12701 et seq. (1992) and the regulations

promulgated thereto in 24 C.F.R. Part 92 (such regulations, the "HOME Regulations"). The amount of HOME Additional Purchase Price Subsidy available for a particular HOME Homebuyer shall not exceed the amount of Twenty Thousand Dollars (\$20,000) per HOME Homebuyer whose household income range is between 61% to 80% of the AMI, and the amount of Thirty Thousand Dollars (\$30,000) per HOME Homebuyer whose household income range is up to 60% of the median income for the AMI.

Subject to the availability of HOME Additional Purchase Price Subsidy Funds, the HOME Additional Purchase Price Subsidy shall be provided to the HOME Homebuyer at the closing of the sale of the Single Family Home to the HOME Homebuyer, but only if the Developer: (a) obtains from the City the Certificate; (b) conveys the Single Family Home to a HOME Homebuyer described in this Section and Section 5.3 below; (c) complies with the covenants described in Section 5.1 below; and (d) provides the HOME Homebuyer with an Owner's Policy ALTA form B (1987) policy of title insurance issued by the Title Company, dated as of the closing date in the amount of the purchase price. The HOME Additional Purchase Price Subsidy funds provided to a particular HOME Homebuyer shall be wired to the Title Company at closing, in accordance with the Escrow Agreement.

Developer shall advise said HOME Homebuyer and it shall be a condition of such sale, that the HOME Homebuyer must execute: (a) the City Junior Mortgage in favor of the City, which shall secure, among other things, an amount equal to the HOME Additional Purchase Price Subsidy received by the HOME Homebuyer, which shall incorporate any additional requirements of the HOME Regulations, and which shall also include the HOME Homebuyer's covenant to use the Home as the homebuyer's principal residence. The HOME Additional Purchase Price Subsidy secured by the City Junior Mortgage shall be repaid in the event that the Single Family Home is sold by the HOME Homebuyer within the applicable affordability period (as prescribed by the HOME Regulations). If, however, the mortgage obtained by the HOME Homebuyer from the permanent lender is insured by the FHA, the affordability period shall be extended to conform to the terms of the FHA-insured mortgage, as is required under the HOME Regulations. The City Junior Mortgage lien shall be subordinate to the lien in favor of the HOME Homebuyer's purchase money mortgage, and any refinancing of such purchase money mortgage, provided such refinancing is in an amount equal to or less than the homebuyer's purchase price for the Home.

(4) **Waiver of City Fees.** In conjunction with the construction by Developer of the Homes the City shall waive those certain fees and deposits as described in Exhibit C attached hereto.

(5) **Perimeter Site Improvements.** In connection with the construction by Developer of the Homes, the City may expend City general obligation bond proceeds or other legally available funds, up to a maximum amount of \$5,000 per City Lot, or \$60,000 in the aggregate, to complete Perimeter Site Improvement Work if the City, in its sole discretion, determines that such work is necessary to the construction of such new Homes, and subject to the availability of such bond proceeds or other legally available funds.

(c) **Escrow.** Prior to the commencement of construction of any Home, Developer and the City shall execute an escrow agreement ("Escrow Agreement") and open an escrow account ("Escrow") held by an institutional escrowee ("Escrowee") mutually acceptable to the parties. The Escrow shall be used to convey City Lots pursuant to the terms of the Agreement. The respective rights, liabilities and duties of the Escrowee are contained in the Agreement. If any conflict exists between the terms of the Agreement and the Escrow Agreement or any other instructions or other documents affecting the Escrow, the terms and provisions of the Agreement shall govern.

(d) **Review of Construction Progress.** During the construction of the Project, Developer shall submit to the City for its review any documentation relating to the construction work, including, without limitation, all additional building permits issued, an Owner's sworn statement and the general contractor's sworn statement.

During the construction of the Project by Developer, the Construction Lender shall employ, at the sole expense of Developer, an inspecting architect ("Inspector") (other than the architect who prepared the Working Drawings and Specifications) acceptable to the DOH, to review for the parties all activities undertaken with regard to the construction of the Home. If no Construction Lender exists (or if the Construction Lender does not wish to hire the Inspector), then the DOH, at the sole expense of Developer, shall utilize an Inspector which has been previously approved by the DOH.

The scope of the Inspector's work shall be contained in the terms of the contract between the Inspector and the Construction Lender, or the Inspector and the DOH, as the case may be, and shall include *inter alia*, providing a certification for the benefit of the Construction Lender and the DOH on the form attached hereto as Exhibit J that the construction of said Home complies with the Working Drawings and Specifications. The Inspector shall notify the DOH and the Construction Lender of any discrepancies between the Working Drawings and Specifications and the actual construction of any Home, and shall provide the DOH with a copy of each and every Inspector's certification. The receipt by the DOH of the Inspector's Conditional Certificate shall be a condition precedent to the disbursement of the applicable amount of Purchase Price Subsidy to Developer and, if applicable, any HOME Additional Purchase Price Subsidy funds. A representative of the DOH shall have the right, but not the obligation, to accompany the Inspector during his inspection of the progress of the construction of the Homes .

(e) **Homebuyer Closings and Disbursement of Subsidies.** As long as Developer is not in material default in the due, prompt and complete performance or observance of any of its covenants or obligations contained in the Agreement, the conveyances of Homes and disbursement of Section 4.5(b) may proceed to closing provided the following conditions precedent are satisfied:

- (i) Developer and the homebuyer shall have complied with the applicable provisions described in Section 4.5(b), including, the execution of the City Junior Mortgage;
- (ii) The Inspector shall have delivered to the City its conditional certificate for said Home in the form of Exhibit J, conditioned and subject only to the completion of punch list items or such other items agreed to by the City, the Inspector and Developer ("Conditional Certificate");

- (iii) The City shall have issued its Certificate in accordance with Section 4.8 below;
- (iv) Developer, in the form of an owner's sworn statement and the general contractor's sworn statement, shall have submitted to the Escrowee and the Inspector affirmative proof that there are no materialmen's liens or claims exist affecting the Home, or that Developer has taken such appropriate action to cause the Title Company to insure over any title encumbrances caused by such liens or claims; provided, however, that the Title Company shall have received from Developer acceptable waivers or releases of lien covering at least seventy five percent (75%) of the hard construction costs associated with the construction of the Home;
- (v) Developer shall have submitted to the City a copy of the Owner's sworn statement and the general contractor's sworn statement describing all construction costs for the Home; and
- (vi) Developer shall have furnished to the City one (1) copy of an "as-built" survey showing the location of all completed improvements, including all walks, drives and other on-site appurtenances and improvements, showing site elevations, and showing no encroachments by any such improvements across the boundary lines of the Lot; and
- (vii) The DOH shall have issued a letter to Developer that the homebuyer meets the income eligibility requirements of the New Homes Program (unless the Home is a MR-Home).

Developer shall be obligated to complete those items listed on the Conditional Certificate (including the punch list items) in a timely and expeditious manner subsequent to the closing. The City reserves the right to request that Developer deposit or reserve with the Escrowee funds (or in lieu thereof, deliver to the Escrowee a letter of credit) in an amount to pay for the cost of such incomplete work, including, without limitation, any landscaping or other work that was not completed prior to closing because of weather-related conditions. Once such work has been completed, the Inspector shall conduct an on-site inspection in order to facilitate the issuance of a final certificate indicating that construction of the Home is complete ("Final Certificate"). Any funds retained by the Escrowee pursuant to this paragraph shall not be released until a copy of the Final Certificate is delivered to the Escrowee and the DOH.

Developer does also certify and agree that it shall not take its fee until the closing for the sale of a Home to a homebuyer.

4.6 Relocation of Utilities. If Developer requests the relocation, repair or replacement of any existing City utility lines in order to construct a Home, such utilities shall be relocated at Developer's sole expense. The DOH shall assist Developer in obtaining the cooperation of any City agency with regard to the relocation, repair or replacement of existing utility lines. Under no

circumstances shall the City pay for any such relocation, repair or replacement costs. In addition, Developer shall be solely responsible for the payment of any costs associated with the repair, replacement or relocation of any private utility lines necessary to construct a Home.

4.7 Commencement and Completion of the Project. Developer, subject to the occurrence of Permitted Delays described in Section 6.2 below, shall commence with the construction of the Project within three (3) months of the execution date of the Agreement. Except as otherwise provided in the Agreement, Developer shall complete the Project within eighteen (18) months from said execution date. Developer, its successors and assigns, shall promptly begin and diligently complete the Project within such time periods. The Commissioner of DOH, in the Commissioner's sole discretion, may extend the completion upon the Developer's written request, by executing a written extension letter.

4.8 Certificate of Compliance. As each Home is substantially completed in accordance with the Working Drawings and Specifications (as evidenced by the issuance of the Inspector's Conditional Certificate or Final Certificate, as the case may be) and Developer has performed all of its other obligations under this Agreement, including without limitation, the closing conditions precedent specified in Section 4.5(e) above, the DOH, upon written request by Developer, shall furnish Developer with an appropriate compliance certificate ("Certificate"). The Certificate shall be evidence the Developer's compliance with respect to its obligation to construct such Home in accordance with the terms of this Agreement. The Certificate, however, shall not constitute evidence that Developer has complied with any applicable provisions of federal, state and local laws, ordinances and regulations with regard to the completion of the Home and furthermore, shall not serve as any "guaranty" as to the quality of the construction of said structure.

The Certificate shall be in recordable form and shall be delivered by the DOH to the Escrowee at the closing conveying the Home from Developer to the initial homebuyer. Once the Certificate is recorded with the Recorder's Office, the Agreement shall no longer encumber the Lot.

4.9 Prohibition Against Unpermitted Encumbrances. Prior to the City's issuance of the Certificate for a Home on a particular Lot, neither Developer nor any successor in interest to the Lot shall engage in any financing or other transaction the effect of which creates an encumbrance or lien upon said Lot; provided, however, that Developer, after receiving the prior written consent of the City, may mortgage the Lot for the purpose of obtaining the Construction Loan or other financing source as described in Section 4.5(a) above to the extent necessary to construct the Home. Notwithstanding the above, no mortgage may be recorded against a City Lot until such City Lot is conveyed to Developer.

4.10 Mortgagees Not Obligated to Construct. Notwithstanding any of the provisions of the Agreement, no holder of a mortgage authorized by the Agreement (including any holder who obtains title to a City Lot as a result of foreclosure proceedings, or action in lieu therefor), shall be obligated to construct or complete the construction of any Home on the City Lot, or to guarantee such construction or completion. However, any such holder shall take its lien or hold such title subject to this Agreement and must devote the City Lot to those uses or improvements provided for

or permitted in the New Homes Program and this Agreement. If the Construction Lender, due to a default by Developer obtains possession or title to any of the City Lots by foreclosure or deed in lieu of foreclosure, the Construction Lender may request that the City make the subsidies described in Section 4.5(b) available in order to construct or to complete the Homes on said Lots and convey such homes to homebuyers, as originally contemplated. The City shall not unreasonably withhold its consent to such a request, so long as the Construction Lender complies with the terms and conditions of the Agreement. In such event, the Construction Lender shall be required to execute such economic disclosure documents as the City deems appropriate.

Whenever the City shall deliver a notice or demand pursuant to Section 6.3(a), the City shall at the same time forward a copy of such notice or demand to any Construction Lender identified in Section 8.8. After the expiration of any applicable cure period, each such Construction Lender shall have the right, at its option, to remedy such default within an additional thirty (30) day cure period.

Whenever the Construction Lender shall deliver a default notice or demand to Developer under the Construction Loan documents, it shall at the same time forward a copy of such notice or demand to the City at the addresses listed in Section 8.8 below. After the expiration of any applicable cure period, the City shall have the right, at the City's option, to remedy such default within an additional thirty (30) day cure period.

SECTION V

CONVEYANCE OF THE HOMES

5.1 Developer's Covenants for Participation in the New Homes Program.

(a) **Sales Price.** Developer acknowledges and affirms the objectives of the City with regard to the creation of the New Homes Program as a means of achieving the construction of affordable, new, high quality, owner-occupied housing within the corporate boundaries of the City. Developer affirmatively covenants that it shall sell and convey each Home for a base price per model, as set forth on Exhibit K, attached hereto, but in no event shall said base price for a particular Single Family Home exceed the sum of \$195,000, such amount being the current inflation-adjusted price limit under the New Homes Program. Developer's projected final sales pricing of the various models of the Homes to be constructed by Developer are described on Exhibit K. The parties acknowledge that said base price does not include options described on Exhibit L attached hereto which may be desired by individual homebuyers. The parties further acknowledge that said base price may further be slightly adjusted due to inflation, upon the written agreement of the parties.

(b) **Compliance with Fair Housing and Non-Discrimination Laws.** Developer shall not discriminate based upon race, color, religion, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military status, parental status or source of income in the design, marketing and sale of any Home constructed by Developer pursuant to the terms of the Agreement, and shall comply with any and all federal, state and local laws, statutes, ordinances or regulations with regard to non-discrimination in the sale and marketing of housing, including, without

limitation, the Fair Housing Act, 42 U.S.C. sec. 3601-20 et seq. (1988) and implementing regulations at 24 C.F.R. Part 100; Executive Order 11063, as amended by Executive Order 12259 (3 C.F.R., 1958-1963 Comp., p. 652 and 3 C.F.R., 1980 Comp., p. 307)(Equal Opportunity in Housing) and implementing regulations at 24 C.F.R. Part 107; and Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d)(Nondiscrimination in Federally Assisted Programs) and implementing regulations issued at 24 C.F.R. Part 1; 42 U.S.C. sec. 1982 (1988), and sections 17-19 of Article I of the Constitution of the State of Illinois; the Age Discrimination Act of 1975, 42 U.S.C. sect. 6101-07, and implementing regulations at 24 C.F.R. Part 146, Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794 and implementing regulations at 24 C.F.R. Part 8.

(c) **Warranty of Habitability.** At the closing for the conveyance of a Home from Developer to an initial homebuyer, Developer shall deliver to said homebuyer a warranty of habitability in the form of Exhibit M attached hereto. Said warranty of habitability shall have a duration of one year and shall be deemed to run with the land.

5.2 Marketing. Developer shall comply with the affirmative marketing requirements described in Section 5.1(b) above. In addition, Developer shall comply with the marketing plan which has been approved by the DOH and is attached hereto as Exhibit N, and to utilize solely those marketing materials which have been approved by the DOH either prior to or subsequent to the execution date of the Agreement with regard to the marketing of the Homes to prospective homebuyers. Developer also agrees to place on at least one of the Lots a sign stating that the Home was (or shall be) constructed by Developer pursuant to the New Homes Program.

5.3 Income Eligibility Standards. Every potential homebuyer in conjunction with the homebuyer's execution of a purchase contract for the purchase of a Home, must be approved in writing by the DOH as meeting the income eligibility standards of the New Homes Program. Developer must provide the DOH with any and all information required by the DOH to confirm such homebuyer's income eligibility. The DOH shall have ten (10) business days from the date of receipt of a "complete information package" (which shall include, by means of illustration and not limitation, the W-2 forms from the initial homebuyer's employer(s), U.S. 1040 income tax returns for the previous two years, an affidavit or verification from the homebuyer with regard to household size, and the employer verification form utilized by the Federal National Mortgage Association within which to qualify potential homebuyers.

5.4 Pre-Purchase Qualification. Developer shall refer each prospective homebuyer for pre-purchase counseling, which shall be offered either by the DOH, a qualified community organization or lending institution. Each homebuyer must participate in pre-purchase counseling, and provide the DOH with a certificate or other evidence of participation.

5.5 Review of Renters of Two-flat Buildings. [INTENTIONALLY DELETED]

SECTION VI **PERFORMANCE**

6.1 Time of the Essence. Time is of the essence of the Agreement.

6.2 Permitted Delays. Neither the City, Developer, or any successor in interest to Developer, shall be considered in breach of its obligations to commence or complete the Project in the event of delay in the performance of such obligations due to unforeseeable causes beyond such party's control and without such party's fault or negligence, including but not limited to, any delays or halts in the construction of the Homes, compelled by court order, acts of God, acts of the public enemy, acts of the United States or other governmental body, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, vandalism, embargoes and unusually severe weather or delays of subcontractors due to such cause. The time for the performance of the obligations shall be extended only for the period of the permitted delay if the party seeking the extension shall request it in writing of the other party within twenty (20) days after the beginning of any such delay.

6.3 Breach.

(a) **Generally.** If the Developer defaults in the performance of its obligations under the Agreement, the Developer shall, upon written notice from the City, commence to immediately cure or remedy such default but, in any event, by not later than thirty (30) days after receipt of such notice (or such other cure period, if any, as may be expressly provided for in Section 6.3(b)). If the default is not cured within such thirty (30) day period (or such other cure period), the City may institute such proceedings at law or in equity as may be necessary or desirable in its sole discretion to cure and remedy such default, including but not limited to, proceedings to compel specific performance and foreclosure of the City Junior Mortgage.

(b) **Event of Default.** For purposes of the Agreement, the occurrence of any one or more of the following, which is not cured by the specified cure period, if any, shall constitute an "Event of Default":

- (1) Any warranty, representation or statement made or furnished by Developer is not true and correct, or any covenant is not complied with in any material respect; (30 day cure period); or
- (2) Any petition or proceeding is filed by Developer under the Federal Bankruptcy Code or any similar state or federal law, whether now or hereafter existing (no cure period) or any such petition or proceeding is involuntarily filed and not vacated, stayed or set aside (60 day cure period); or
- (3) Failure of Developer to finalize the Working Drawings and Specifications in accordance with Section 4.2 (30 day cure period); or
- (4) If Developer fails to commence or complete construction of a Home or the Homes (including the nature of and the dates of the beginning and completion thereof) or abandons or substantially suspends construction work of any Home (30 day cure period); or

- (5) If Developer conveys any Home to a homebuyer in excess of the consideration described in Section 5.1 above, or conveys any Home to a homebuyer ineligible to participate in the New Homes Program (no cure period); or
- (6) Developer fails to comply with the non-discrimination covenants in Section 5.2 above with regard to the marketing and sale of the Homes constructed by Developer (30 day cure period); or
- (7) Failure of Developer to pay real estate taxes or assessments affecting any Lots (accruing after the date of conveyance by the City to Developer with respect to the City Lots) when due, or placing thereon any encumbrance or lien unauthorized by the Agreement, or suffering any levy or attachment to be made, or any materialmen's or mechanics' lien, or any other unauthorized encumbrance or lien to attach to the Lots or any part thereof (unless Developer has taken such appropriate action to cause the Title Company to insure over any title encumbrances caused by such liens or encumbrances), and such taxes or assessments shall not have been paid, or the encumbrance or lien removed or discharged or provision satisfactory to the City made for such payment, removal or discharge; (30 day cure period); or
- (8) The occurrence of an event of default within the context of the First Mortgage, if any, which is not cured within the applicable time periods, if any, contained therein; or
- (9) The financial statements of Developer are not complete in all material respects or do not accurately present the assets, liabilities, results of operations and financial condition of Developer or there is a material adverse change in the assets, liabilities, results of operations or financial condition of Developer since the date of Developer's most recent financial statements; (30 day cure period); or
- (10) Developer makes or causes to be made, directly or indirectly, any payment, gratuity or offer of employment in connection with this Agreement or any contract paid from the City treasury or pursuant to any City ordinance, for services to any City agency ("City Contract") as an inducement for the City to enter into the Agreement or any City Contract in violation of Chapter 2-156-120 of the Municipal Code of Chicago; (no cure period); or
- (11) Any assignment, pledge, encumbrance, transfer or other disposition is made in violation of Section 8.2 below (no cure period).

(c) **Prior to Commencement of Construction.** If prior to the commencement of construction of any Home, an Event of Default occurs, the City may immediately terminate this Agreement and institute any action or proceeding at law or in equity against Developer.

(d) After Commencement of Construction Until Issuance of Certificate. If after commencement of construction by Developer of a Home on any City Lot but before the City issues its Certificate for such Home, an Event of Default occurs, the City may immediately terminate the Agreement and institute any action or proceeding at law or in equity against Developer. In such event, Developer shall have no further right or interest regarding any City Lot not conveyed to Developer prior to the default.

In addition, the City shall have the right to re-enter and take possession of each City Lot previously conveyed, to terminate the Developer's title to such City Lots and all other rights and interests of Developer to said Lots and any improvements constructed thereon, and revest title in said City in the City without any compensation whatsoever to Developer; provided, however, that such condition subsequent and revesting of title in the City shall always be limited by, and shall not defeat, render invalid, or limit in any way, the lien of the First Mortgage.

Upon such revesting of title to the City Lots in the City, the DOH may complete the construction of any Homes on the City Lots, including, if necessary, the hiring of an alternative contractor to complete the construction. Upon completion of construction, the DOH shall employ its best efforts to convey the Homes (subject to the First Mortgage liens described above, if any) to a homebuyer under the New Homes Program, and in accordance with all applicable federal, state and local laws, ordinances and regulations. In the event a First Mortgage encumbers the City Lot on which the Home is built, then at the closing of the conveyance of such Home, the net sales proceeds from the sale of the Home shall be applied to repay an allocable share of the unpaid principal of the First Mortgage attributable to said City Lot and the interest accrued thereon due and payable as of the date of conveyance. When the City sells all of the Homes in accordance with the provisions described in this paragraph, then upon repayment of all amounts under the First Mortgage any remaining proceeds shall be distributed pursuant to Section 6.3(e) below. In the alternative, the City may allow the Construction Lender to enter into possession of such Lots and cause the completion of construction of the Homes so long as the Construction Lender complies with the terms and provisions of the Agreement.

(e) Distribution of Sale Proceeds. Upon the sale of all of the Homes by the City pursuant to Section 6.3(d) above, the proceeds from said conveyance(s) shall be utilized first to reimburse the City for:

- (1) costs and expenses incurred by the City with regard to the reconveyance of the City Lots, management of the City Lots, and the subsequent conveyance of the City Lots to the Homebuyers;
- (2) all taxes, assessments, and water and sewer charges paid with respect to the City Lots;
- (3) any payments made or necessary to be made (including attorneys' fees) to discharge or prevent from attaching or being made any subsequent encumbrances or liens against the City Lots;

- (4) any expenditures made or obligations incurred with respect to the construction and maintenance of any Homes constructed on the City Lots;
- (5) any other amounts owed to the City by Developer, its successors or transferees under this Agreement, the City Junior Mortgage or otherwise; and
- (6) any remaining sums shall be delivered to Developer.

(f) After Conveyance. If an Event of Default occurs under Section 6.3(b)(5) or Section 6.3(b)(6), then the City shall have the right to institute a suit for injunctive relief against Developer, or alternatively, at the option of the City solely with regard to an Event of Default under Section 6.3(b)(5), Developer, within twenty (20) days after the receipt of written notice of default from the City, shall deliver the sum of one and one-half times the amount by which the sales price exceeds the permitted consideration described in Section 5.1, per violation to the City, said sum representing an amount of liquidated damages and not a penalty.

6.4 Waiver and Estoppel. Any delay by the City in instituting or prosecuting any actions or proceedings or otherwise asserting its rights shall not operate as a waiver of such rights or operate to deprive the City of or limit such rights in any way. No waiver made by the City with respect to any specific default by Developer shall be construed, considered or treated as a waiver of the rights of the City with respect to any other defaults of Developer.

6.5 Indemnity. Developer hereby agrees to indemnify, defend and hold the City harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, attorneys' fees and court costs), suffered or incurred by the City (except due to the negligence of the City) arising from or in connection with: (i) the failure of Developer to perform its obligations under the Agreement; (ii) the failure of Developer or any contractor to pay contractors, subcontractors or materialmen in connection with the construction of the Homes (unless Developer has taken such appropriate action to cause the Title Company to insure over any title encumbrances caused by such liens and encumbrances); (iii) a material misrepresentation or material omission in Developer's application to participate in the New Homes Program or in the Agreement which is the result of information supplied or omitted by Developer or by agents, employees, contractors, subcontractors, or persons acting under the control or at the request of Developer; (iv) the failure of Developer to redress any misrepresentations or omissions in the Agreement or any other agreement relating hereto; (v) any activity undertaken by Developer on any of the City Lots or any part thereof; and (vi) any claim or cost relating to any soil or environmental condition existing at, or created by Developer on, any City Lot.

6.6 Access to the Lots. Any duly authorized representative of the City shall, at all reasonable times, have access to any Lot, or part thereof, from the execution date of the Agreement until the City issues its Certificate with regard to the completion of the Home on the Lot, for the purpose of confirming Developer's compliance with this Agreement.

6.7 City's Right to Inspect Records. Until the date that is three years after the date on which the City issues its Certificate with regard to the completion of the final Home, the City shall have the right and authority to review and audit, from time to time, Developer's books and records relating to the Project, including, without limitation, Developer's loan statements, the construction manager's sworn statements, general contracts, subcontracts, purchase orders, waivers of lien, paid receipts and invoices. All such books, records and other documents shall be available at the offices of Developer for inspection, copying, audit and examination by any duly authorized representative of the City; provided, however, that the City shall provide Developer with at least two (2) business days' written notice of any proposed inspection of Developer's books and records.

SECTION VII DEVELOPER'S EMPLOYMENT OBLIGATIONS

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

- A. No Employer shall discriminate against any employee or applicant for employment based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income as defined in the City of Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010 *et seq.*, Municipal Code of Chicago, except as otherwise provided by said ordinance and as amended from time to time (the "Human Rights Ordinance"). Each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income and are treated in a non-discriminatory manner with regard to all job-related matters, including without limitation: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Each Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. In addition, the Employers, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income.
- B. Each Employer shall comply with all federal, state and local equal employment and affirmative action statutes, rules and regulations, including, but not limited to, the

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

- C. Developer, in order to demonstrate compliance with the terms of this Section, shall cooperate with and promptly and accurately respond to inquiries by the City, which has the responsibility to observe and report compliance with equal employment opportunity regulations of federal, state and municipal agencies.
- D. Developer and each Employer shall include the foregoing provisions of subparagraphs A through C in every contract entered into in connection with the Project, and shall require inclusion of these provisions in every subcontract entered into by any subcontractors, and every agreement with any Affiliate operating on the Property, so that each such provision shall be binding upon each contractor, subcontractor or affiliate, as the case may be.
- E. Failure to comply with the employment obligations described in this Section 7.1 shall be a basis for the City to pursue remedies under the provisions of Section 6 above.

7.2 City Resident Employment Requirement. Developer agrees for itself and its successors and assigns, and shall contractually obligate the other Employers, as applicable, to agree, that during the construction of the Project they shall comply with the minimum percentage of total worker hours performed by actual residents of the City of Chicago as specified in Section 2-92-330 of the Municipal Code of Chicago (at least fifty percent of the total worker hours worked by persons on the site of the construction for the Project shall be performed by actual residents of the City of Chicago); provided, however, that in addition to complying with this percentage, Developer and the other Employers shall be required to make good faith efforts to utilize qualified residents of the City of Chicago in both unskilled and skilled labor positions.

Developer and the other Employers may request a reduction or waiver of this minimum percentage level of Chicagoans as provided for in Section 2-92-330 of the Municipal Code of Chicago in accordance with standards and procedures developed by the Purchasing Agent of the City of Chicago.

"Actual residents of the City of Chicago" shall mean persons domiciled within the City of Chicago. The domicile is an individual's one and only true, fixed and permanent home and principal establishment.

Developer and the other Employers shall provide for the maintenance of adequate employee residency records to ensure that actual Chicago residents are employed on the Project. Developer and the other Employers shall maintain copies of personal documents supportive of every Chicago employee's actual record of residence.

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

Developer and the other Employers shall provide full access to their employment records to the Purchasing Agent, the Commissioner of the DOH, the Superintendent of the Chicago Police Department, the Inspector General, or any duly authorized representative thereof. Developer and the other Employers shall maintain all relevant personnel data and records for a period of at least three (3) years after final acceptance of the work constituting the Project as evidenced by the issuance of the Certificate for the last Home constructed by Developer.

At the direction of the DOH, affidavits and other supporting documentation will be required of Developer and the other Employers to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.

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

When work at the Project is completed, in the event that the City has determined that Developer and the other Employers failed to ensure the fulfillment of the requirement of this Section concerning the worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this Section. Therefore, in such a case of non-compliance it is agreed that 1 / 20 of 1 percent (.05%), 0.0005, of the aggregate hard construction costs set forth in the Budget (as the same shall be evidenced by approved contract value for the actual contracts) shall be surrendered by Developer and/or the other Employers to the City in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly shall result in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the categories. The willful falsification of statements and the certification of payroll data may subject Developer and/or the other Employers or employee to prosecution. Nothing herein provided shall be construed to be a limitation upon the "Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity, Executive Order 11246" and "Standard Federal Equal Employment Opportunity, Executive Order 11246," or other affirmative action required for equal opportunity under the provisions of this Agreement.

Developer shall cause or require the provisions of this Section 7.2 to be included in all construction contracts and subcontracts related to the Project.

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

(a) Consistent with the findings which support, as applicable, (i) the Minority-Owned and Women-Owned Business Enterprise Procurement Program, Section 2-92-420 et seq., Municipal Code of Chicago (the "Procurement Program"), and (ii) the Minority- and Women-Owned Business Enterprise Construction Program, Section 2-92-650 et seq., Municipal Code of Chicago (the "Construction Program," and collectively with the Procurement Program, the "MBE/WBE Program"), and in reliance upon the provisions of the MBE/WBE Program to the extent contained in, and as qualified by, the provisions of this Section 7.3, during the course of the Project, at least the following percentages of the MBE/WBE budget to be approved by DOH's monitoring staff shall be expended for contract participation by minority-owned businesses ("MBEs") and by women-owned businesses ("WBEs"):

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

(b) For purposes of this Section 7.3 only:

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

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

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

(c) Consistent with Sections 2-92-440 and 2-92-720, Municipal Code of Chicago, the Developer's MBE/WBE commitment may be achieved in part by the Developer's status as an MBE or WBE (but only to the extent of any actual work performed on the Project by the Developer) or by a joint venture with one or more MBEs or WBEs (but only to the extent of the lesser of (i) the MBE or WBE participation in such joint venture or (ii) the amount of any actual work performed on the Project by the MBE or WBE), by the Developer utilizing a MBE or a WBE as the General

Contractor (but only to the extent of any actual work performed on the Project by the General Contractor), by subcontracting or causing the General Contractor to subcontract a portion of the Project to one or more MBEs or WBEs, or by the purchase of materials or services used in the Project from one or more MBEs or WBEs, or by any combination of the foregoing. Those entities which constitute both a MBE and a WBE shall not be credited more than once with regard to the Developer's MBE/WBE commitment as described in this Section 7.3. In accordance with Section 2-92-730, Municipal Code of Chicago, the Developer shall not substitute any MBE or WBE General Contractor or subcontractor without the prior written approval of DOH.

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

(e) Upon the disqualification of any MBE or WBE General Contractor or subcontractor, if such status was misrepresented by the disqualified party, the Developer shall be obligated to discharge or cause to be discharged the disqualified General Contractor or subcontractor, and, if possible, identify and engage a qualified MBE or WBE as a replacement. For purposes of this Section (e), the disqualification procedures are further described in Sections 2-92-540 and 2-92-730, Municipal Code of Chicago, as applicable.

(f) Any reduction or waiver of the Developer's MBE/WBE commitment as described in this Section 7.3 shall be undertaken in accordance with Sections 2-92-450 and 2-92-730, Municipal Code of Chicago, as applicable.

(g) Prior to the commencement of the Project, the Developer shall be required to meet with the City's monitoring staff with regard to the Developer's compliance with its obligations under this Section 7.3. The General Contractor and all major subcontractors shall be required to attend this pre-construction meeting. During said meeting, the Developer shall demonstrate to the City's monitoring staff its plan to achieve its obligations under this Section 7.3, the sufficiency of which shall be approved by the City's monitoring staff. During the Project, the Developer shall submit the documentation required by this Section 7.3 to the City's monitoring staff, including the following: (i) subcontractor's activity report; (ii) contractor's certification concerning labor standards and prevailing wage requirements; (iii) contractor letter of understanding; (iv) monthly utilization report; (v) authorization for payroll agent; (vi) certified payroll; (vii) evidence that MBE/WBE

contractor associations have been informed of the Project via written notice and hearings; and (viii) evidence of compliance with job creation/job retention requirements. Failure to submit such documentation on a timely basis, or a determination by the City's monitoring staff, upon analysis of the documentation, that the Developer is not complying with its obligations under this Section 7.3, shall, upon the delivery of written notice to the Developer, be deemed an Event of Default. Upon the occurrence of any such Event of Default, in addition to any other remedies provided in this Agreement, the City may: (1) issue a written demand to the Developer to halt the Project, (2) withhold any further payment of any City Funds to the Developer or the General Contractor, or (3) seek any other remedies against the Developer available at law or in equity.

SECTION VIII

MISCELLANEOUS PROVISIONS

8.1 Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the Project and supersedes all prior agreements, negotiations and discussions with respect thereto. It shall not be modified, amended or changed in any material manner whatsoever except by mutual consent of the parties as reflected by written instrument executed by the parties hereto. The term "material" for the purpose of this Section 8.1 shall be defined as any deviation from the terms of the Agreement which operates to cancel or otherwise reduce any developmental, construction or job-creating obligation of Developer by more than five percent (5%) or substantially changes the character of the Project or any activities undertaken by Developer affecting the Project, or increases any time agreed for performance by either party by more than thirty (30) days.

8.2 Assignability and Transfer. Unless permitted under Section 4.9 above, prior to the City's issuance of the Certificate with regard to the completion of a Home, the Developer shall not assign, transfer or convey any right, title or interest in the Lot on which such Home is constructed. Notwithstanding the above, Developer may sign purchase contracts with initial homebuyers prior to the issuance of the Certificate. In addition, Developer may convey its right, title and interest to any of the Lots to a land trust formed under the laws of the state of Illinois and of which Developer is the sole beneficiary; provided, however, that the City must receive prior notification of such transfer accompanied by a certified copy of the land trust agreement, and the City, Developer and the land trustee shall execute a document granting the City the irrevocable right to approve the land trust documents.

8.3 Conflict of Interest - City's Representatives Not Individually Liable. Prior to the issuance of the Certificate by the City with regard to the completion of the final Home, no member of any City board, commission or agency, or official or employee of the City shall have any personal interest, direct or indirect, in Developer, the Agreement or the Project; nor shall any such member, official or employee participate in any decision relating to the Agreement which affects his or her personal interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. This prohibition shall include those public officials who have exercised any functions or responsibilities with respect to this Project or the New Homes Program or who are in a position to participate in a decision making process or gain inside information with

regard to the Project or the New Homes Program or may obtain a financial interest or benefit from this Project, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds therefore, either for themselves or those with whom the officials have family or business ties, during the tenure or employment of said public officials and for a period of one year thereafter. The foregoing shall not be deemed to exclude employees of the City who meet the requirements of the New Homes Program from purchasing Homes for their primary residences, and who are able to do so pursuant to an ordinance passed by the City Council of the City. No member, official or employee of the City shall be personally liable to Developer, or any successor in interest, to perform any commitment or obligation of the City under the Agreement nor shall any such person be personally liable in the event of any default or breach by the City.

8.4 Survival. All representations and warranties contained in the Agreement shall survive execution date of the Agreement and the execution, delivery and acceptance hereof by the parties shall not constitute a waiver of rights arising by reasons of any misrepresentation.

8.5 Mutual Assistance. The parties agree to perform their respective obligations, including the execution and delivery of any documents, instruments, petitions and certifications, as may be necessary or appropriate, consistent with the terms and provisions of the Agreement.

8.6 Cumulative Remedies. The remedies of the City hereunder are cumulative and the exercise of any one or more of the remedies provided by the Agreement shall not be construed as a waiver of any of the other remedies of the City unless specifically so provided herein.

8.7 Disclaimer. No provision of the Agreement, nor any act of the City, shall be deemed or construed by any of the parties, or by third persons, to create any relationship of third-party beneficiary, or of principal or agent, or of limited or general partnership, or of joint venture, or of any association or relationship involving the City.

8.8 Notices. Any notice called for herein shall be in writing and shall be mailed postage prepaid by registered or certified mail with return receipt requested, or hand delivered and receipted, as follows:

If to the City: Commissioner
 Department of Housing
 33 N. LaSalle Street
 Chicago, Illinois 60602
 Attn: Deputy Commissioner, Developer Services

with a copy to: Corporation Counsel
 City of Chicago
 121 North LaSalle Street, Room 600
 Chicago, Illinois 60602
 Attn: Real Estate & Land Use Division

If to Developer: Gen One Group, Inc.
5904 W. Race Street
Chicago, Illinois 60644
Attn: David Doig

Notices are deemed to have been received by the parties three (3) days after mailing. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

8.9 Headings. The headings of the various sections and Sections of the Agreement have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending or affecting in any way the express terms and provisions hereof.

8.10 Governing Law. The Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and, where applicable, the laws of the United States of America.

8.11 References to Statutes. All references herein to statutes, regulations, rules, executive orders, ordinances, resolutions, rulings, notices or circulars issued by any governmental body shall be deemed to include any and all amendments, supplements and restatements from time to time to or of such statutes, regulations, rules, executive orders, ordinances, resolutions, rulings, notices or circulars.

8.12 Recordation of the Agreement. Upon execution of the Agreement by the parties, the City shall promptly record one original of the Agreement with the Office of the Recorder of Deeds of Cook County, Illinois.

8.13 No Third Party Beneficiary. The approvals given by the City pursuant to the Agreement and the Certificate when issued by the City shall be only for the benefit of Developer, the First Mortgagee, and their successors in interest in the Project and no other person or party may assert against the City or claim the benefit of such approval or certificate.

8.14 Successors and Assigns. The terms of the Agreement shall be binding upon the City and Developer, and the Developer's successors and assigns.

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

8.16 Counterparts. The Agreement shall be executed in triplicate, each of which shall constitute an original instrument.

8.17 Executive Order 2005-1. Developer agrees that Developer, any person or entity who directly or indirectly has an ownership or beneficial interest in Developer of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, Developer's contractors (i.e., any person or entity in direct contractual privity with Developer regarding the subject matter of this Agreement) ("Contractors"), any person or entity who directly or indirectly has an ownership or beneficial interest in any Contractor of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (Developer and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee (i) after execution of this Agreement by Developer, (ii) while this Agreement or any Other Contract is executory, (iii) during the term of this Agreement or any Other Contract between Developer and the City, or (iv) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

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

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

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

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

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

For purposes of this provision:

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

"Other Contract" means any other agreement with the City of Chicago to which Developer is a party that is (i) formed under the authority of chapter 2-92 of the Municipal Code of Chicago;

(ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the City Council of the City of Chicago.

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

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

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

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

8.18. Patriot Act Certification. The Developer represents and warrants that neither the Developer nor any Affiliate thereof (as defined in the next paragraph) is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List

As used in the above paragraph, an "Affiliate" shall be deemed to be a person or entity related to the Developer that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with Developer, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

8.19. Business Relationships. The Developer acknowledges (A) receipt of a copy of Section 2-156-030 (b) of the Municipal Code of Chicago, (B) that it has read such provision and understands that pursuant to such Section 2-156-030 (b) it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (c) notwithstanding anything to the contrary contained in this Amendment, that a violation of Section 2-156-030 (b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Amendment shall be grounds for termination of this Amendment and the transactions contemplated hereby. The Developer hereby represents and warrants that no violation of Section 2-145-030 (b) has occurred with respect to this Amendment or the transactions contemplated hereby.

8.20. Waste Ordinance Provisions. In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Developer warrants and represents that it, and to the best of its knowledge, its contractors and subcontractors, have not violated and are not in violation of any provisions of Section 7-28 or Section 11-4 of the Municipal Code (the "Waste Sections"). During the period while this Amendment is executory, Developer's, any general contractor's or any subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Amendment, constitutes a breach of and an event of default under this Amendment, for which the opportunity to cure, if curable, will be granted only at the sole designation of the Chief Procurement Officer. Such breach and default entitles the City to all remedies under the Amendment, at law or in equity. This section does not limit the Developer's, general contractor's and its subcontractors' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Amendment. Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Amendment, and may further affect the Developer's eligibility for future contract awards.

IN WITNESS WHEREOF, the parties hereto have executed or caused the Agreement to be executed, all as of the date first written above.

(Sub)Exhibit "F".
(To Redevelopment Agreement
With Gen One Group, Inc.)

Form Of Deed.

Quitclaim Deed.

(New Homes For Chicago -- West Monroe Street Development)

Grantor, the City of Chicago, an Illinois municipal corporation ("Grantor"), having its principal office at 121 North LaSalle Street, Chicago, Illinois 60602, for and in consideration of One and no/100 Dollars (\$1.00), conveys and quitclaims, pursuant to ordinance adopted _____ Gen One Group, Inc., an Illinois corporation _____, 2006 (*Journal of the Proceedings of the City Council of the City of Chicago*, pages _____), to ("Grantee"), having its principal office at 5904 West Race Street, Chicago, Illinois 60644, all interest and title of Grantor in the following described real property ("Property"):

[Insert Legal Description]

Commonly Known As: [Insert Address], Chicago, Illinois

Permanent Index Number: [Insert Permanent Index Number]

This Transfer Is Exempt Under The Provisions Of The Real State Transfer Tax Act, 35 ILCS 200/31-45(B) and 35 ILCS 200/31-45(E) and Section 3-33-060.B and Section 3-33-060.E Of The Municipal Code Of Chicago.

Further, this quitclaim deed ("Deed") is made and executed upon, and is subject to certain express conditions and covenants hereinafter contained, said conditions and covenants being a part of the consideration for the Property and are to be taken and construed as running with the land, and Grantee hereby binds itself and its successors, assigns, grantees and lessees to these covenants and conditions, which covenants and conditions are as follows:

First: Grantee shall devote the Property only to the uses authorized by Grantor and specified in the applicable provisions of: (i) The New Homes For Chicago Program, initially approved by the City Council of the City of Chicago by ordinance adopted June 7, 1990, as amended from time to time, ("Program"), and (ii) that certain agreement known as "Redevelopment Agreement, New Homes For Chicago Program, West Monroe Street Development" entered into between Grantor and Grantee as of _____, 2006 and recorded with the Office of the Recorder of Deeds of Cook County, Illinois on _____, 2006 as document

Number _____ ("Agreement"). Specifically, in accordance with the terms of the Agreement, Grantee shall construct a single-family home ("Single-Family Home") on the Property to be sold to the initial homebuyer for a price not to exceed the ceiling base price (excluding options or extras) of One Hundred Ninety-five Thousand Dollars (\$195,000) all as further described in Section 4.5(b)(1) and Section 5.1 of the Agreement. Grantee shall advise each initial homebuyer and such homebuyer shall be required to execute and record at the time of the homebuyer's closing the City Junior Mortgage described in the Agreement.

Second: Grantee shall pay real estate taxes and assessments on the Property or any part thereof when due. Prior to the issuance by Grantor of a Certificate of Compliance (as hereafter defined) with regard to the Property, Grantee shall not encumber the Property, or portion thereof except to secure financing solely to obtain the First Mortgage (as such term is defined in the Agreement). Grantee shall not suffer or permit any levy or attachment to be made or any other encumbrance or lien to attach to the Property or portion thereof until Grantor issues a Certificate of Compliance with respect to the completion of the Single-Family Home on the Property (unless Grantee has taken such appropriate action to cause the Title Company (as such term is described in the Agreement) to insure over any title encumbrances caused by such liens or claims).

Third: Grantee shall construct the Single-Family Home on the Property in accordance with the terms of the Agreement. Grantee shall diligently proceed with the construction of such Single-Family Home to completion, which construction shall commence within three (3) months from the date of conveyance of the Deed by Grantor to Grantee, and shall be completed by Grantee within the time frame described in the Agreement.

Fourth: Until Grantor issues the Certificate with regard to the completion of the Single-Family Home, Grantee shall have no right to convey any right, title or interest in the Property without the prior written approval of Grantor, excepting as provided for in Section 8.2 of the Agreement.

Fifth: Grantee agrees for itself and any successor in interest not to discriminate based upon race, religion, color, sex, national origin or ancestry, age, handicap, sexual orientation, military status, parental status or source of income in the sale of the Single-Family Home improving the Property.

Sixth: Grantee shall comply with those certain employment obligations described in Section VII of the Agreement.

The covenants and agreements contained in the covenant numbered Fifth shall remain without any limitation as to time. The covenants and agreements contained in covenants numbered First, Second, Third, Fourth and Sixth shall terminate on the date Grantor issues the Certificate of Compliance with respect to the Property upon which the pertinent Single-Family Home is constructed, except that the termination of the covenant numbered Second shall in no way be construed to release Grantee

from its obligation to pay real estate taxes and assessments on the Property or any part thereof.

In the event that subsequent to the conveyance of the Property and prior to delivery of the Certificate of Compliance by Grantor with regard to the completion of the Single-Family Home on the Property, Grantee defaults in or breaches any of the terms or conditions described in Section 6.3(b) of the Agreement or covenants First and Third in the Deed which have not been cured or remedied within the period and in the manner provided for in the Agreement, Grantor may re-enter and take possession of the Property or portion thereof, terminate the estate conveyed by the Deed to Grantee as well as Grantee's right of title and all other rights and interests in and to the Property conveyed by the Deed to Grantee, and revest title in said Property or portion thereof with the City; provided, however, that said revesting of title in the City shall always be limited by, and shall not defeat, render invalid, or limit in any way, the lien of the First Mortgage (as defined in the Agreement) for the protection of the holders of the First Mortgage. The Property shall thereafter be developed in accordance with the terms of the Program and the Agreement, including but not limited to, Section 6.3(d) of the Agreement.

Notwithstanding any of the provisions of the Deed or the Agreement, including but not limited to those which are intended to be covenants running with the land, the holder of the First Mortgage or a holder who obtains title to the Property as a result of foreclosure of the First Mortgage shall not be obligated by the provisions of the Deed or the Agreement to construct or complete the construction of the pertinent Single-Family Home or guarantee such construction or completion, nor shall any covenant or any other provision in the Deed or the Agreement be construed to so obligate such holder. Nothing in this section or any section or provision of the Agreement or the Deed shall be construed to permit any such holder to devote the Property or any part thereof to a use or to construct improvements thereon other than those permitted in the Program.

In accordance with Section 4.8 of the Agreement, after the substantial completion of construction of the Single-Family Home improving the Property (as evidenced by, and based solely on, the issuance of the Conditional Certificate or Final Certificate by the Inspector), and provided that Developer has performed all of its other contractual obligations pursuant to the provisions contained in the Agreement and the objectives of the Program, Grantor shall furnish Grantee with an appropriate instrument in accordance with the terms of the Agreement ("Certificate of Compliance"). The Certificate of Compliance shall be issued by the City as a conclusive determination of satisfaction and termination of the covenants contained in the Agreement and Deed with respect to the obligations of Developer and its successors and assigns to complete such Single-Family Home and the dates for beginning and completion thereof. The Certificate shall not constitute evidence that Developer has complied with any applicable provisions of federal, state or local laws, ordinances and regulations with regard to the completion of the Single-Family Home in question, and shall not serve as any "guaranty" as to the quality of the construction of said structure.

(Sub)Exhibit "H".
(To Redevelopment Agreement
With Gen One Group, Inc.)

Allocation Of City Subsidy Per Unit Type.

1. Up to One Hundred Twenty Thousand Dollars (\$120,000) in Corporate funds. For household incomes at or below one hundred percent (100%) A.M.I., Ten Thousand Dollars (\$10,000) in "Purchase Price Assistance" for each of the twelve (12) single-family homes.

2. Up to Three Hundred Sixty Thousand Dollars (\$360,000) in HOME funds. For each of the twelve (12) single-family homes, buyers with household incomes between eighty percent (80%) and sixty-one percent (61%) A.M.I. will be eligible to receive up to Twenty Thousand Dollars (\$20,000) in Additional Purchase Price Assistance. Buyers with household incomes at or below sixty percent (60%) A.M.I. will be eligible to receive up to Thirty Thousand Dollars (\$30,000) in Additional Purchase Price Assistance.

(Sub)Exhibit "J".
(To Redevelopment Agreement
With Gen One Group, Inc.)

Inspector's Certificate.

Architect's Certificate For Payment.

In accordance with the Contract Documents, based on-site observations and the date comprising the above application, the undersigned Architect certifies to the City of Chicago that to the best of the Architect's knowledge, information and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment in the Amount Certified. This Certificate is not negotiable. The Amount Certified is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Amount Certified: \$_____

Architect:

By: _____

(Sub)Exhibit "K".
 (To Redevelopment Agreement
 With Gen One Group, Inc.)

Final Sales Pricing Of Units.

Cost Summary For A Homebuyer At Or Below 100% A.M.I.

Total Development Cost:	\$195,000
Available Purchase Price Assistance:	<u>10,000</u>
Total Sales Price:	\$185,000

Cost Summary For A Homebuyer Between 80% And 61% A.M.I.

Total Development Cost:	\$195,000
Available Purchase Price Assistance:	10,000
Available Additional Purchase Price Assistance:	<u>20,000</u>
Total Sales Price:	\$165,000

Cost Summary For A Homebuyer Between 80% And 61% A.M.I.

Total Development Cost:	\$195,000
Available Purchase Price Assistance:	10,000
Available Addition Purchase Price Assistance:	<u>30,000</u>
Total Sales Price:	\$155,000

(Sub)Exhibit "B".
(To Ordinance)

City Lots.

(Subject To Final Survey And Title Commitment)

List Of City Lots.

5448 West Monroe Street	16-16-101-024
5244 West Monroe Street	16-16-102-016
5218 West Monroe Street	16-16-102-024
5425 West Monroe Street	16-16-104-010
5421 West Monroe Street	16-16-104-011
5339 West Monroe Street	16-16-104-023
5301 West Monroe Street	16-16-104-036
5259 West Monroe Street	16-16-105-002
5233 West Monroe Street	16-16-105-010
5300 West Van Buren Street	16-16-115-047

Exhibit "C".
(To Ordinance)

Fee Waivers.

(New Homes For Chicago And City
Lots For City Living Programs)

Department Of Construction And Permits.

Plan review permit and field inspection fees are to be paid in full for the first (1st)

unit of each unit type; the fees paid for each successive unit type would be reduced by fifty percent (50%). The fee reduction is not applicable to the electrical permit.

Department Of Housing.

Trees and sod in parkways are provided on an as-needed basis in coordination with the Department of Transportation's reconstruction of sidewalks, curbs and gutters.

Department Of Planning And Development.

Open Space Impact fees are not waived. For the New Homes for Chicago or City Lots for City Living programs, an Open Space Impact fee of One Hundred Dollars (\$100) per unit shall be assessed to the Developer to be paid to the City of Chicago as a condition of issuance of a building permit.

Department Of Water Management.

Connection fees are waived. Inspection fees are waived. Tap fees are waived. Demolition fees for existing water tap are waived. Water liens against City-owned lots only are waived. (B-boxes, meters and remote readouts are not waived and need to be purchased.)

Department Of Streets And Sanitation.

Street opening or patching fees, deposits or bonds are not waived at this time.

Department Of Transportation.

Curbs, gutters and sidewalks are provided on an as-needed basis. Street and alley repairs or repaving are not provided through the New Homes for Chicago or City Lots for City Living programs.

Department Of Zoning.

Zoning approval is required as part of the building permit process and is covered under the building permit fee schedule described above. However, any private legal work, such as giving notice to nearby property owners if a zoning change is requested, is not waived.

SELECTION OF COMMUNITY MALE EMPOWERMENT PROJECT
CORPORATION AS PROJECT DEVELOPER AND AUTHORIZATION
FOR EXECUTION OF REDEVELOPMENT AGREEMENT FOR
CONSTRUCTION OF AFFORDABLE HOUSING WITHIN
EAST GARFIELD PARK COMMUNITY AREA
UNDER CITY LOTS FOR CITY
LIVING PROGRAM.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Housing authorizing a sale of city-owned property to the

Community Male Empowerment Project Corporation, having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed transmitted herewith.

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

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois and may exercise any power related to its local governmental affairs; and

WHEREAS, The City Council of the City ("City Council"), by Ordinance first adopted October 2, 1995 and published in the *Journal of Proceedings of the City Council of the City of Chicago* for such date at pages 8086 -- 8089, as most recently amended and restated by that certain Ordinance adopted April 26, 2006 and published in the *Journal of Proceedings of the City Council of the City of Chicago* for such date at pages 75201 -- 75212, established the City Lots For City

Living Program ("City Lots Program") to assist with the construction of affordable single-family housing ("Single-Family Homes") and two (2) flat buildings ("Two-Flat Buildings") on lots to be provided by the City ("City Lots"); and

WHEREAS, Pursuant to the City Lots Program, the City, acting by and through the Department of Housing ("D.O.H.") may sell City Lots with a fair market value of Fifty Thousand Dollars (\$50,000) or less to developers for One and no/100 Dollar (\$1.00) per City Lot (or, at the recommendation of the Commissioner of D.O.H., at a greater discount in the event that multiple housing units will be built upon a single City Lot), and in addition, may grant waivers of City fees and deposits related to new construction work, and may also expend City general obligation bond proceeds or other legally available funds to complete certain perimeter site improvement work, ("Perimeter Site Improvement Work") if the City determines that such Perimeter Site Improvement Work is necessary, and subject to the availability of such bond proceeds or other legally available funds; and

WHEREAS, In accordance with the City Lots Program guidelines, D.O.H. has solicited proposals for the construction of Single-Family Homes and Two-Flat Buildings on City Lots; and

WHEREAS, D.O.H. has recommended the selection of Community Male Empowerment Project Corporation, an Illinois not-for-profit corporation (together with any single purpose entity owned and controlled by Community Male Empowerment Project Corporation, the "Developer"), to participate as a developer under the City Lots Program, subject to this ordinance and the guidelines and restrictions of the City Lots Program; and

WHEREAS, Pursuant to ordinances adopted by the City Council on May 17, 2000, a certain redevelopment plan and project ("Plan") for the Midwest Tax Increment Financing Redevelopment Project Area ("Area") was approved pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1, et seq. ("Act"), the Area was designated as a "redevelopment area" ("Area") pursuant to the Act, and tax increment allocation financing was adopted pursuant to the Act as a means of financing certain Area redevelopment project costs incurred pursuant to the Plan; and

WHEREAS, The City Lots to be conveyed to the Developer are located in the Area and are consistent with the goals and objectives of the Plan, which include, among other things, facilitating residential development and developing new housing targeted to all income levels; now, therefore,

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

SECTION 1. The above findings and recitals are hereby incorporated by reference and constitute a material part of this ordinance.

SECTION 2. The following proposal for construction of Single-Family Homes and Two-Flat Buildings under the City Lots Program is hereby approved (such proposal, the "Project"):

Developer: Community Male Empowerment Project Corporation, an Illinois not-for-profit corporation, or a single purpose entity owned and controlled by Community Male Empowerment Project Corporation.

Aggregate Number of Buildings: Up to ten (10) Two-Flat Buildings, each of which shall have one (1) owner-occupied unit constituting a Single-Family Home and one (1) rental unit.

Location: East Garfield Park community area.

SECTION 3. The Commissioner of D.O.H., on behalf of the City, is authorized to enter into a redevelopment agreement with the Developer in substantially the form of (Sub)Exhibit A attached hereto (the "Redevelopment Agreement"), and to execute such other documents, subject to approval of the Corporation Counsel, as may be necessary to provide for the construction of new housing units by Developer pursuant to the City Lots Program. If the Developer fails to execute the Redevelopment Agreement within six (6) months of the date of passage of this ordinance, then this ordinance will be rendered null and void and of no further effect.

SECTION 4. The new housing units shall be constructed on those City Lots identified on (Sub)Exhibit B attached hereto, which shall be conveyed to Developer in accordance with the City Lots Program. The conveyance of such City Lots to Developer is hereby approved, subject to the Developer's execution, delivery and recording of the Redevelopment Agreement described in Section 3. In conjunction with the construction by Developer of the housing units described herein, the City: (a) shall waive those certain fees and deposits as more fully described in (Sub)Exhibit C attached hereto with respect to all Two-Flat Buildings and all housing units therein, and, in addition, shall deem all Two-Flat Buildings and all housing units therein to qualify as "Affordable Housing" for purposes of Section 16-18 of the Municipal Code of Chicago; (b) may expend City general obligation bond proceeds or other legally available funds to complete Perimeter Site Improvement Work, up to a maximum amount of Five Thousand Dollars (\$5,000) per City Lot, or Fifty Thousand Dollars (\$50,000) in the aggregate, if the City, in its sole discretion, determines that such Perimeter Site Improvement Work is necessary to the

construction of such new homes, and subject to the availability of such bond proceeds or other legally available funds.

SECTION 5. The Two-Flat Buildings to be constructed by Developer pursuant to this ordinance must be developed and sold (a) to homebuyers for a base sales price not to exceed Two Hundred Sixty-five Thousand Dollars (\$265,000), (b) homebuyers whose household income is at or below one hundred percent (100%) of the median income for the Chicago primary metropolitan statistical area, and (c) otherwise in conformance with the City Lots Program. No household income limitation or rent restriction shall apply to the rental units in each Two-Flat Building or the occupancy thereof.

SECTION 6. The Mayor or his proxy is authorized to execute, and the City Clerk or Deputy City Clerk is authorized to attest, quitclaim deeds conveying the City Lots to the Developer or to a land trust of which the Developer is the sole beneficiary, or to a business entity of which the Developer is the sole controlling party or is comprised of the same principal parties, subject to the Developer's execution of the Redevelopment Agreement.

SECTION 7. The Department of Zoning of the City is hereby authorized to permit any administrative reduction or waiver of any required yard restriction concerning the City Lots to the extent such administrative relief is permitted under the Zoning Ordinance of the City, which may be redeveloped by Developer pursuant to the City Lots Program.

SECTION 8. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 9. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict. Given the applicable restrictions with respect to maximum sales price and maximum income for the purchaser of City Lots Program and under this ordinance, Section 2-44-090 of the Municipal Code of Chicago shall not apply to the Project or the City Lots.

SECTION 10. This ordinance shall take effect immediately upon its passage and approval.

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

Exhibit "A"
(To Ordinance)

Redevelopment Agreement

City Lots For City Living Program

*Community Male Empowerment Project
Corporation.*

(Two-Flat Buildings, No Market Rate)

This Agreement ("Agreement"), dated as of _____, 2006 is made by and between the City of Chicago, an Illinois municipal corporation ("City"), acting by and through its Department of Housing ("DOH") and Community Male Empowerment Project Corporation, an Illinois not-for-profit corporation, having its principal office at 3120 W. Madison Street, Suite 304, Chicago, Illinois 60612 ("Developer"). Capitalized terms not otherwise defined herein shall have the meaning given in the Definitions Section.

RECITALS

A. The City, as a home rule unit under the 1970 Constitution of the State of Illinois, has the authority to promote the health, safety and welfare of its inhabitants, to prevent the spread of blight and to encourage private development in order to enhance the local tax base and create employment, and to enter into contractual agreements with third parties for the purpose of achieving the aforesaid purposes.

B. The City Council of the City, by Ordinance first adopted October 2, 1995 and published in the Journal of Proceedings of the City Council ("J.O.P.") for such date at pages 8086-8089, and most recently amended and restated by that certain Ordinance adopted April 26, 2006 and published in the J.O.P. for such date at pages 75201 - 75212, has established the City Lots For City Living Chicago Program (as amended, the "City Lots Program") to assist with the construction of affordable, new, high-quality, owner-occupied housing.

C. Developer has previously submitted an application package to DOH describing its proposal for participation in the City Lots Program by constructing single family housing in the Austin neighborhood.

D. Based in part on the representations and proposals contained in Developer's application package, the City Council of the City, by Ordinance adopted _____, 2006 and published in the J.O.P. for such date at pages _____ (the "Project Ordinance"), approved the selection of Developer for participation in the City Lots Program and approved the

financial assistance described in Section 4.5(b) to subsidize certain development costs associated with the Project and homebuyers' purchase of Two-Flat Buildings (as defined in Recital E).

E. Developer, subject to the terms of the Agreement, shall construct up to twenty (20) housing units in two-flat buildings ("Two-Flat Buildings"). The owner-occupied housing unit in each such Two-Flat Building is hereinafter sometimes referred to as a "Single Family Home" and the rental unit in such Two-Flat Building is hereinafter sometimes referred to as a "Rental Unit." Both such housing units, together with the Two-Flat Building in which they are located, are sometimes hereafter referred to as "Home(s)". All of the Two-Flat Buildings must be (i) sold for a base sales price not to exceed Two Hundred Sixty-Five Thousand Dollars (\$265,000), (ii) sold to a household having a household income at or below one hundred percent (100%) of the AMI, and (iii) otherwise developed and sold in conformance with the City Lots Program and this Agreement (collectively, the "Project"). No household income limitation or rent restriction shall apply to the Rental Unit in each Two-Flat Building or the occupancy thereof.

F. The Homes shall be constructed on the parcels presently owned by the City ("City Lots") and listed on Exhibit A attached hereto. The City Lots are located within the boundaries of the Midwest Tax Increment Financing Redevelopment Project Area, which was established by ordinances adopted by the City Council on May 17, 2000. The development of such lots shall be in accordance with all laws, rules and regulations concerning tax increment financing, including, without limitation, Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., as amended from time to time. The City Lots are legally described on Exhibit B attached hereto.

G. City Lots with a fair market value of Fifty Thousand Dollars (\$50,000) or less may be conveyed by the City to Developer for the sum of One Dollar (\$1.00) per City Lot. City Lots with a fair market value in excess of Fifty Thousand Dollars (\$50,000) may also be conveyed by the City to Developer in accordance with the procedures described in Section 4.5(b)(1) below. Furthermore, Developer shall also receive waivers of certain City fees and deposits relating to new construction of Homes as described on Exhibit C attached hereto.

H. In connection with the development and sale of the Homes, and subject to the terms of this Agreement, the City shall also make available the assistance described in Section 4.5(b), provided, however, that the maximum aggregate subsidies to be made available pursuant to the Agreement shall not exceed the amount set forth therein.

I. Developer and the City acknowledge that the implementation of the policies and provisions described in the Agreement will be of mutual benefit to the Developer and the City.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

DEFINITIONS

The following terms shall have the meaning set forth below:

Additional Land Value Lien Amount: Shall have the meaning given in Section 4.5(b)(1).

Affidavits: Those certain affidavits executed by Developer at time of submission of the Project Ordinance, as re-certified to the City, consisting of an economic disclosure statement and affidavit as required by the City in connection with the City Lots Program.

Agreement: Shall have the meaning given in the preamble.

AMI: the Chicago Primary Metropolitan Statistical Area Median income, as determined by DOH.

Budget: Shall have the meaning given in Section 4.5(a).

Certificate: Shall have the meaning given in Section 4.8.

City: Shall have the meaning given in the preamble.

City Junior Mortgage: Shall have the meaning given in Section 4.5(b)(1).

City Lots: Shall have the meaning given in Recital F.

City Lots Program: Shall have the meaning given in Recital B.

Commissioner: The Commissioner of DOH.

Conditional Certificate: Shall have the meaning given in Section 4.5(e)(ii).

Construction Lender: Shall have the meaning given in Section 4.5(a).

Construction Loan: Shall have the meaning given in Section 4.5(a).

Deed: Shall have the meaning given in Section 3.1.

Developer: Shall have the meaning given in the preamble, and shall also include the Developer's successors and assigns, as permitted under this Agreement.

DOH: Shall have the meaning given in the preamble.

Escrow: Shall have the meaning given in Section 4.5(c).

Escrow Agreement: Shall have the meaning given in Section 4.5(c).

Escrowee: Shall have the meaning given in Section 4.5(c).

Event of Default: Shall have the meaning given in Section 6.3(b).

Final Certificate: Shall have the meaning given in Section 4.5(e).

Financing: Shall have the meaning given in Section 4.5(a).

First Mortgage: Shall have the meaning given in Section 4.5(a).

First Mortgage Note: Shall have the meaning given in Section 4.5(a).

Home(s): Shall have the meaning given in Recital E.

Inspector: Shall have the meaning given in Section 4.5(d).

Land Value Lien: Shall have the meaning given in Section 4.5(b)(1).

Land Value Lien Amount: Shall have the meaning given in Section 4.5(b)(1).

Lot: A City Lot.

P.M.S.A.: The Chicago Primary Metropolitan Statistical Area.

Project: Shall have the meaning given in Recital E.

Project Ordinance: Shall have the meaning given in Recital D.

Recorder's Office: Shall have the meaning given in Section 3.6.

Rental Unit: Shall have the meaning given in Recital E.

Schedule: Shall have the meaning given in Section 4.1.

Single Family Home(s): Shall have the meaning given in Recital E.

Title Company: That certain title company selected by Developer and the City pursuant to the terms of the Agreement.

Two-Flat Building: Shall have the meaning given in Recital E.

Working Drawings and Specifications: The final working drawings and specifications prepared for Developer with regard to the construction of the Two-Flat Buildings, a list of which is attached hereto as Exhibit D.

SECTION I
INCORPORATION OF RECITALS AND DEFINITIONS

The recitations and definitions set forth above constitute an integral part of the Agreement and are incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the parties.

SECTION II
COVENANTS, REPRESENTATIONS AND WARRANTIES

2.1 Covenants, Representations and Warranties of Developer. To induce the City to execute the Agreement and perform the obligations of the City hereunder, Developer hereby covenants, represents and warrants to the City as follows:

(a) Developer is a duly organized and existing not-for-profit corporation in good standing under the laws of the State of Illinois. Developer agrees that the Articles of Incorporation, inasmuch as it affects the performance of Developer pursuant to the terms of this Agreement, shall not be modified or amended without the express written consent of the DOH.

(b) No litigation or proceedings are pending, or are threatened against Developer, or any party affiliated with Developer, which could: (i) adversely affect the ability of Developer to perform its obligations pursuant to and as contemplated by the terms and provisions of the Agreement; or (ii) adversely materially affect the operation or financial condition of Developer.

(c) The execution, delivery and performance by Developer of the Agreement have not constituted or will not, upon the giving of notice or lapse of time, or both, constitute a breach or default under any other agreement to which Developer or any party affiliated with Developer is a party or may be bound or affected, or a violation of any law, regulation or court order which currently affects the Project, any part thereof, any interest therein or the use thereof.

(d) The parties executing the Agreement on behalf of Developer have been duly authorized by all appropriate action to enter into, execute and deliver the Agreement and to cause Developer to perform the terms and obligations contained herein.

(e) The construction of the Homes and the development of the Project pursuant to the terms of this Agreement will not violate: (i) any statute, law, regulation, rule, ordinance or executive or judicial order of any kind (including, without limitation, zoning and building laws, ordinances, codes or approvals and environmental protection laws or regulations); or (ii) any building permit, restriction of record or any agreement affecting any City Lot or any part thereof.

(f) Except as otherwise provided in the Agreement, Developer shall not, without the prior written consent of the DOH, which the DOH may withhold in its sole discretion: (i) grant, suffer or permit any lien, claim or encumbrance upon any City Lot or any portion thereof (unless Developer has taken such appropriate action to cause the Title Company to insure over any title encumbrances caused by such liens or claims); (ii) permit or suffer any levy, attachment, claim or restraint to be made affecting any City Lot or any portion thereof; or (iii) enter into any transaction

not in the ordinary course of business of Developer which materially or adversely affects Developer's ability to perform its obligations under the terms of the Agreement.

(g) Developer has and shall maintain all government permits, certificates and consents (including, without limitation, appropriate environmental approvals) necessary to conduct its business and to construct and complete the Homes.

(h) Developer has not made or caused to be made, directly or indirectly, any payment, gratuity or offer of employment in connection with this Agreement or any contract paid from the City treasury or pursuant to City ordinance, for services to any City agency ("City Contract") as an inducement for the City to enter into the Agreement or any City Contract with Developer in violation of Chapter 2-156-020 of the Municipal Code of Chicago.

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

(j) Neither Developer nor any Affiliate thereof is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment: The Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List. As used herein, an "Affiliate" shall be deemed to be a person or entity related to Developer that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with Developer, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

(k) Developer has agreed to comply with the terms of: (1) those certain covenants described in Section V below; (2) the Affidavits; and (3) the employment obligations described in section VII below.

(l) Developer shall at all times prior to the issuance of a Final Certificate carry and maintain the insurance coverages and amounts described on Exhibit E.

2.2 Representations and Warranties of the City. To induce Developer to execute the Agreement and perform its obligations hereunder, the City hereby represents and warrants to Developer that the City has authority under its home rule powers granted in the Constitution of the State of Illinois and the Project Ordinance to enter into, execute and deliver the Agreement and perform the terms and obligations contained herein.

2.3 Survival of Covenants, Representations and Warranties. Developer agrees that all of its covenants, representations and warranties, and the City agrees that all of its representations and warranties, set forth in this Section II or elsewhere in the Agreement are true as of the execution date of the Agreement and will be true in all material respects at all times hereafter, except with respect to matters which from time to time are or have been disclosed in writing to and approved by the other party.

SECTION III CONVEYANCE OF THE CITY LOTS

3.1 Form of Deed. The City shall convey to Developer fee simple title to each City Lot (upon the request of Developer pursuant to the terms of the Agreement) by quitclaim deed substantially in the form attached hereto as Exhibit F ("Deed"). The conveyance and title of each City Lot, in addition to the provisions of the Agreement, shall, without limiting the quitclaim nature of the Deed, be subject to the following ("Permitted Exceptions"):

1. Covenants and restrictions set forth in the Deed.
2. Schedule B exceptions in the title policy described in Section 3.3.
3. General real estate taxes.
4. Easements of record and not shown of record.
5. Such defects which cannot reasonably be cured but will not affect the use, marketability and insurability of the City Lots.
6. Title objections caused by Developer.
7. The Land Value Lien, this Agreement and the right of reverter retained in this Agreement.

In addition, each City Lot shall be conveyed to Developer with no warranty, express or implied, by the City as to the condition of the soil, its geology, or the presence of known or unknown faults. It shall be the sole responsibility of Developer, at its sole expense, to investigate and determine the soil and environmental condition existing in each City Lot. At the City's request, such investigation shall at the minimum consist of a Phase I environmental assessment and a soil test or, in the alternative, an engineering test subsequent to excavation of the City Lot. If the soil conditions are not in all respects entirely suitable for construction of a Home, then if the Developer elects to nonetheless take title to such City Lot, it shall be the sole responsibility and obligation of Developer to take such action as may be necessary to place the soil and environmental condition of each City Lot in a condition entirely suitable for such intended use. However, in the alternative, the Developer may elect to not take title to such City Lot, in which instance neither the City nor the Developer shall have any further rights or obligations with respect to such City Lot under this Agreement. If the Developer does any soil testing and elects to not take title to a City Lot, then the Developer agrees to: (a) restore the City Lot to its condition immediately prior to the commencement of any testing conducted by or on behalf of Developer (said obligation to restore the City Lot does not include any requirement of Developer to undertake any landscaping of the City Lot), and (b) provide the City with copies of any and all soil and environmental reports prepared on behalf of Developer with regard to the City Lot.

3.2 Conveyance of the City Lots. Before the City shall deliver a Deed to Developer for any City Lot, and before any construction may commence on any City Lot, DOH shall have reviewed and approved the following closing deliveries (fully executed and acknowledged, where applicable), each of which, unless waived in writing by DOH, shall be a condition precedent to the City's obligation to deliver any Deed:

- (a) Working Drawings and Specifications for each model of Home to be constructed (as described in Section 4.2 below);
- (b) Developer's Budget;
- (c) Developer's Financing;
- (d) the building permit received by the Developer with regard to the construction of the Home on the Lot;
- (e) this Agreement, which shall constitute the Land Value Lien instrument securing the Land Value Lien Amount and any Additional Land Value Lien Amount;
- (f) a certified copy of the contract between Developer and its general contractor, and all executed contracts covering the completion of the Project from the major subcontractors, if available;
- (g) the condition of title with regard to the Lot;
- (h) a final plat of survey for the Lot certified by a licensed engineer showing all easements, encroachments and containing a legal description of the Lot;
- (i) a certificate of good standing for the Developer from the State of Illinois, a certificate of incumbency identifying Developer's current officers and including specimen signatures, copy of the Developer's bylaws and resolutions authorizing the Developer's performance of its obligations under this Agreement;
- (j) Internal Revenue Service taxpayer identification numbers;
- (k) originals of the Construction Loan documents or evidence of Financing acceptable to the DOH;
- (l) Developer's written request for the conveyance of the specified City Lot(s);
- (m) such transfer tax declarations, ALTA statements and similar customary transaction documents as may be necessary to consummate the conveyance; and
- (n) the Escrow Agreement.

The Escrowee shall also have received the following documents submitted by the City (if required by the Escrowee): (a) one copy of this Agreement; and (b) a certified copy of the Project Ordinance Subject to the Developer's satisfaction of the conditions precedent described above in Section 3.2(a) through (n) above, the City shall deliver to the Escrowee the Deed.

If the conditions described in this Section 3.2 (a) through (n) are not achieved by Developer for the construction of the first Home in the Project within three (3) months of the execution date of this Agreement (except in the instance of the occurrence of any Permitted Delay described in Section 6.2 below), then the Agreement, at the option of the City, shall become null and void and the City shall be under no further obligation to Developer. The City shall have no obligation to

convey any further City Lots pursuant to this Agreement after the date that is twenty-four (24) months after the execution date of this Agreement.

3.3 Title Insurance. Upon the conveyance of each City Lot, the Developer shall obtain at the Developer's sole expense, title insurance from the Title Company, consisting of an Owner's Policy ALTA form B (1987), dated as of the date of conveyance, insuring the title of Developer with regard to the City Lot, subject only to the reservations and exceptions provided in this Section 3 and such endorsements as it may require. The City agrees to use reasonable efforts to assist Developer in obtaining said endorsements.

3.4 Real Estate Taxes. The City shall take all appropriate steps to secure the exemption or waiver of general real estate taxes due and payable prior to the date of recording of the Deed to the extent such an exemption or waiver may be obtained through the City's preparation of a so-called "216(e) Letter" or the filing to vacate a tax sale in error. If any general real estate taxes for a City Lot cannot be so cleared, the City shall be under no further obligation and the Developer may either elect to close and accept conveyance of the City Lot subject to such general real estate taxes or decline to accept such City Lot. Developer shall also be responsible for payment of all real estate taxes payable after the recording of said Deed.

3.5 No Substitution of Lots. If the City cannot clear tax liens or other exceptions to title in a manner suitable for purposes of the Agreement, or Developer's investigation of the soil and environmental condition leads Developer to refuse the conveyance of said Lots (or to re-convey said City Lots to the City) then the City shall have no duty to provide substitute lots for development under this Agreement. Moreover, under no circumstances, shall the City be compelled by Developer, with regard to any City Lot, to remedy any tax lien, title exception, or soil or environmental condition described in this Section 3.

3.6 Recordation of Deed. The Developer shall promptly file each Deed for recordation with the Office of the Recorder of Deeds of Cook County, Illinois ("Recorder's Office") and pay all recording costs.

SECTION IV THE CONSTRUCTION OF THE PROJECT

4.1 Schedule of Construction Progress. Developer shall construct the Homes on the City Lots in accordance with that certain construction timetable schedule dated as of _____, 2006 ("Schedule"), prepared by Developer, approved by the DOH, and attached hereto as Exhibit G. The Schedule represents an estimate of the number of Homes to be completed by Developer by the expiration of certain time periods within the twenty-four (24) month time frame for commencement and completion of the Project as described further in Section 4.7 below. If Developer's construction of Homes falls short of its completion obligations under the Schedule, certain of the City Lots (and the corresponding amount of subsidies allocated to the Project pursuant to Section 4.5(b)) may be released from the terms of this Agreement and thereafter may be made available to the City for alternative redevelopment plans.

Developer covenants that the Homes shall be constructed in accordance with the Working Drawings and Specifications. Upon completion of the construction of each Home, the City shall issue to Developer the Certificate pursuant to Section 4.8.

4.2 Working Drawings and Specifications. The preliminary Working Drawings and Specifications dated _____, 2006, containing the preliminary plans and drawings with regard to the construction of each model of Home, are approved by the DOH and listed on Exhibit D attached hereto. Within thirty (30) days of the execution date of the Agreement, Developer shall submit to the DOH for its approval Developer's proposed final Working Drawings and Specifications with regard to each model of Home. The DOH shall have thirty (30) days within which to approve or reject said drawings and specifications. If the DOH rejects the Working Drawings and Specifications, Developer shall have sixty (60) days in order to correct such documents and resubmit them to the DOH for its approval. The DOH shall thereafter have thirty (30) days within which to approve or reject the corrected documents. Upon the approval of the DOH, said Working Drawings and Specifications shall constitute the final Working Drawings and Specifications.

If, after executing this Agreement, the Developer desires to construct a different type of model Home than that reflected in the Working Drawings and Specifications listed on Exhibit D attached hereto, Developer shall submit to the DOH Working Drawings and Specifications for said model. The DOH shall have thirty (30) days within which to approve or reject said Working Drawings and Specifications. If the DOH rejects the Working Drawings and Specifications, Developer shall have sixty (60) days in order to correct such documents and resubmit them to the DOH for approval. Upon the approval of the DOH, said Working Drawings and Specifications shall constitute final Working Drawings and Specifications.

The Working Drawings and Specifications shall conform to the terms of the Agreement, the City Lots Program, and all applicable federal, state and local laws, ordinances and regulations, including, without limitation, the Zoning Ordinance of the City of Chicago, Title 17, Municipal Code of Chicago, the current edition of the Model Energy Code published by the Council of American Building Officials, and the housing quality standards contained in 24 C.F.R. Section 882.109.

Any material amendment to the Working Drawings and Specifications must be submitted to the DOH for its approval, which approval shall not be unreasonably withheld or delayed.

4.3 Preparation of the Lots; General Requirements. Developer and the City acknowledge that some of the Lots may have "atypical" conditions (sunken lot and other site elevation problems, ingress and egress problems, parking problems, and/or issues concerning the location of the Homes vis-a-vis existing buildings located on the parcels adjacent to the Lots) which dictate that special consideration should be given to the construction of Homes on such Lots. These "atypical" conditions do not include matters which are routinely considered by the City's Department of Buildings with regard to the issuance of building permits. Accordingly, prior to the commencement of construction of the Project, a representative of Developer and the DOH shall conduct a site visit of each of the Lots listed on Exhibit A to determine if any special, "atypical" conditions exist. Those lots shall be deemed as "Special Lots" for purposes of the Agreement.

Prior to the commencement of construction by Developer on any Special Lot, the DOH must approve a site-specific, final plat of survey (including grading elevations) identifying the proposed location of the model type, showing the resolution of any elevation, ingress/egress, parking and location issues. Subject to the limitations in Section 4.5(b), the City may provide the assistance described therein to remedy such atypical conditions.

In addition, prior to the commencement of construction on any of the Lots, the environmental effect of the development and construction of the Project must be assessed in accordance with the provisions of the National Environmental Policy Act of 1969 and implementing regulations contained in 24 C.F.R. Parts 50 and 58. In such regard, the City may grant to Developer a right of entry to the City Lots for the purpose of allowing Developer's architects and engineers to inspect each City Lot and to investigate the soil and environmental condition existing in each City Lot.

Construction and development of any of the Homes shall be in accordance with the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4821 et seq., and the corresponding regulations contained in 24 C.F.R. Part 35. In addition, Developer shall comply with the Flood Disaster Protection Act of 1973, 42 U.S.C. 4001-4128).

4.4 Limited Applicability of DOH's Approval. Any approvals of the Working Drawings and Specifications made by the DOH are for the purposes of the Agreement only and do not affect or constitute approvals required for building permits or approvals required pursuant to any other ordinance or code of the City, nor does any approval by the DOH pursuant to the Agreement constitute approval of the quality, structural soundness or the safety of the Homes. The City, however, agrees to assist Developer in expeditiously obtaining approvals for building permits and driveways affecting the Project.

4.5 Financing and Constructing the Project.

(a) Budget. Concurrent with the execution of the Agreement by Developer and its delivery to the City, Developer shall deliver to the DOH for its approval a written budget ("Budget") for the construction of the Homes. Developer shall also submit to the DOH a description of Developer's financing ("Financing"), which shall include the amount of Developer's equity in the Project and evidence of: (i) a commitment for adequate financing ("Commitment") obtained from a financial institution or lender, specifying the source and the amount of the loan, length of the term and the applicable interest rate, or (ii) evidence of a line of credit or other funding source necessary to fund the construction of the Homes. Within seven (7) business days of receipt, the DOH shall review and approve or reject the Financing, and the Commitment. The Financing shall be subject and subordinate to the terms and conditions of the Agreement.

Provided that the Commitment is approved by the City, Developer shall obtain financing from the lender identified in the Commitment ("Construction Lender") to permit the construction of the Project ("Construction Loan"). The Construction Lender shall be permitted to secure and evidence its loan by a mortgage ("First Mortgage") and mortgage note ("First Mortgage Note") encumbering the Lots. The Construction Loan funds shall be disbursed pursuant to the Escrow described in Section 4.5(c) below.

(b) City's Incentives.

(1) Sales Price. Subject to all of the terms, covenants and conditions of the Agreement, the City shall convey each City Lot for the consideration of One Dollar (\$1.00) if the fair market value of the City Lot is Fifty Thousand Dollars (\$50,000) or less, subject to the recapture and repayment provisions provided for herein. For purposes of the Agreement, the "fair market value" for each City Lot has been established as of the execution date of the Agreement and is listed on Exhibit A-1 attached hereto. The Developer acknowledges that upon the recording of this Agreement, the City shall have a lien against each City Lot conveyed pursuant hereto in the amount of the fair market value of such City Lot, as set forth on Exhibit A-1 (the "Land Value Lien"). The fair market value of a particular City Lot, up to the first \$50,000 in value (the "Land Value Lien Amount") shall be added to and included in the amount of monies secured by this Agreement and the City Junior Mortgage and potentially due and owing under such instruments. The amount by which the fair market value of a City Lot exceeds the sum of \$50,000 (if any) (such excess amount, the "Additional Land Value Lien Amount") shall also be secured by this Agreement and the City Junior Mortgage and subject to the special repayment provisions described in the final paragraph of this Section 4.5(b)(1).

Developer advise each initial homebuyer that such homebuyer shall be required to execute and record at the time of the homebuyer's purchase of the Two-Flat Building (and the Developer shall attach as an exhibit to the homebuyer's sales contract) a mortgage, security and recapture agreement in favor of the City (the "City Junior Mortgage"), in the form of Exhibit I to this Agreement, which shall also include the homebuyer's covenant to use the Two-Flat Building (or one unit therein) as the homebuyer's principal residence, and shall secure all amounts described in this Agreement as being subject to recapture or repayment . The amount of Land Value Lien Amount and any Additional Land Value Lien Amount shall be secured by the City Junior Mortgage and shall be repaid by the homebuyer to the City in accordance with its terms if the Two-Flat Building is sold or refinanced (except if such refinancing is in an amount equal to or less than the homebuyer's purchase price for the Home) by the initial homebuyer within four (4) years of purchase. The City Junior Mortgage shall be subordinate to the lien in favor of the homebuyer's permanent purchase mortgage, and any refinancing of such purchase money mortgage, provided such refinancing is in an amount equal to or less than the homebuyer's purchase price for the Two-Flat Building.

After the recording of this Agreement, and prior to a City Lot's conveyance to a homebuyer, the Land Value Lien Amount and any Additional Land Value Lien Amount shall not amortize and shall be immediately be due and payable to the City if the City Lot is sold except as expressly contemplated and permitted under this Agreement and the City Junior Mortgage. When a City Lot is conveyed to a homebuyer, the lien of this Agreement shall be released and be replaced by the lien of the City Junior Mortgage. The Land Value Lien Amount shall thereafter reduce in four equal installments on each anniversary date of such conveyance, and after the fourth anniversary date shall be zero. The Additional Land Value Lien Amount shall not amortize, but shall be an amount potentially due and owing the City calculated as the Additional Land Value Lien Amount, plus interest thereon at an annual rate of three percent (3%), from the date of such conveyance. The principal amount of and any accrued interest on the Additional Land Value Lien Amount shall become due upon the sale or refinancing (except a refinancing in an amount equal to or less than the

homebuyer's purchase price for the Home) of said Home during the forty (40) year period commencing on the date of such conveyance; provided, however, that if the subsequent homebuyer meets the income eligibility requirements of the City Lots Program, such purchaser may assume the obligations of the Land Value Lien as to such Additional Land Value Lien Amount for the balance of such forty (40) year term. The Land Value Lien, as initially evidenced by this Agreement and then evidenced by the City Junior Mortgage, shall be junior to the lien of any construction loan mortgage and any First Mortgage, and any subsequent purchase money mortgage obtained by any a homebuyer of a Home (if such homebuyer is income-eligible under the City Lots Program), and any refinancing of such purchase money mortgage, provided such refinancing is in an amount equal to or less than the homebuyer's purchase price for the Home.

(2) **Waiver of City Fees.** In conjunction with the construction by Developer of the Homes the City shall waive those certain fees and deposits as described in Exhibit C attached hereto.

(3) **Perimeter Site Improvements.** In connection with the construction by Developer of the Homes, the City may expend City general obligation bond proceeds or other legally available funds, up to a maximum amount of \$5,000 per City Lot, or \$50,000 in the aggregate, to complete Perimeter Site Improvement Work if the City, in its sole discretion, determines that such work is necessary to the construction of such new Homes, and subject to the availability of such bond proceeds or other legally available funds.

(c) **Escrow.** Prior to the commencement of construction of any Home, Developer and the City shall execute an escrow agreement ("Escrow Agreement") and open an escrow account ("Escrow") held by an institutional escrowee ("Escrowee") mutually acceptable to the parties. The Escrow shall be used to convey City Lots pursuant to the terms of the Agreement. The respective rights, liabilities and duties of the Escrowee are contained in the Agreement. If any conflict exists between the terms of the Agreement and the Escrow Agreement or any other instructions or other documents affecting the Escrow, the terms and provisions of the Agreement shall govern.

(d) **Review of Construction Progress.** During the construction of the Project, Developer shall submit to the City for its review any documentation relating to the construction work, including, without limitation, all additional building permits issued, an Owner's sworn statement and the general contractor's sworn statement.

During the construction of the Project by Developer, the Construction Lender shall employ, at the sole expense of Developer, an inspecting architect ("Inspector") (other than the architect who prepared the Working Drawings and Specifications) acceptable to the DOH, to review for the parties all activities undertaken with regard to the construction of the Home. If no Construction Lender exists (or if the Construction Lender does not wish to hire the Inspector), then the DOH, at the sole expense of Developer, shall utilize an Inspector which has been previously approved by the DOH.

The scope of the Inspector's work shall be contained in the terms of the contract between the Inspector and the Construction Lender, or the Inspector and the DOH, as the case may be, and shall include inter alia, providing a certification for the benefit of the Construction Lender and the DOH on the form attached hereto as Exhibit I that the construction of said Home complies with the Working Drawings and Specifications. The Inspector shall notify the DOH and the Construction

Lender of any discrepancies between the Working Drawings and Specifications and the actual construction of any Home, and shall provide the DOH with a copy of each and every Inspector's certification. A representative of the DOH shall have the right, but not the obligation, to accompany the Inspector during his inspection of the progress of the construction of the Homes .

(e) Homebuyer Closings and Disbursement of Subsidies. As long as Developer is not in material default in the due, prompt and complete performance or observance of any of its covenants or obligations contained in the Agreement, the conveyances of Homes and disbursement of Section 4.5(b) may proceed to closing provided the following conditions precedent are satisfied:

- (i) Developer and the homebuyer shall have complied with the applicable provisions described in Section 4.5(b), including, the execution of the City Junior Mortgage;
- (ii) The Inspector shall have delivered to the City its conditional certificate for said Home in the form of Exhibit I, conditioned and subject only to the completion of punch list items or such other items agreed to by the City, the Inspector and Developer ("Conditional Certificate");
- (iii) The City shall have issued its Certificate in accordance with Section 4.8 below;
- (iv) Developer, in the form of an owner's sworn statement and the general contractor's sworn statement, shall have submitted to the Escrowee and the Inspector affirmative proof that there are no materialmen's liens or claims exist affecting the Home, or that Developer has taken such appropriate action to cause the Title Company to insure over any title encumbrances caused by such liens or claims; provided, however, that the Title Company shall have received from Developer acceptable waivers or releases of lien covering at least seventy five percent (75%) of the hard construction costs associated with the construction of the Home;
- (v) Developer shall have submitted to the City a copy of the Owner's sworn statement and the general contractor's sworn statement describing all construction costs for the Home; and
- (vi) Developer shall have furnished to the City one (1) copy of an "as-built" survey showing the location of all completed improvements, including all walks, drives and other on-site appurtenances and improvements, showing site elevations, and showing no encroachments by any such improvements across the boundary lines of the Lot; and
- (vii) The DOH shall have issued a letter to Developer that the homebuyer meets the income eligibility requirements of the City Lots Program.

Developer shall be obligated to complete those items listed on the Conditional Certificate (including the punch list items) in a timely and expeditious manner subsequent to the closing. The City reserves the right to request that Developer deposit or reserve with the Escrowee funds (or in lieu thereof, deliver to the Escrowee a letter of credit) in an amount to pay for the cost of such

incomplete work, including, without limitation, any landscaping or other work that was not completed prior to closing because of weather-related conditions. Once such work has been completed, the Inspector shall conduct an on-site inspection in order to facilitate the issuance of a final certificate indicating that construction of the Home is complete ("Final Certificate"). Any funds retained by the Escrowee pursuant to this paragraph shall not be released until a copy of the Final Certificate is delivered to the Escrowee and the DOH.

Developer does also certify and agree that it shall not take its fee until the closing for the sale of a Home to a homebuyer.

4.6 Relocation of Utilities. If Developer requests the relocation, repair or replacement of any existing City utility lines in order to construct a Home, such utilities shall be relocated at Developer's sole expense. The DOH shall assist Developer in obtaining the cooperation of any City agency with regard to the relocation, repair or replacement of existing utility lines. Under no circumstances shall the City pay for any such relocation, repair or replacement costs. In addition, Developer shall be solely responsible for the payment of any costs associated with the repair, replacement or relocation of any private utility lines necessary to construct a Home.

4.7 Commencement and Completion of the Project. Developer, subject to the occurrence of Permitted Delays described in Section 6.2 below, shall commence with the construction of the Project within three (3) months of the execution date of the Agreement. Except as otherwise provided in the Agreement, Developer shall complete the Project within twenty-four (24) from said execution date. Developer, its successors and assigns, shall promptly begin and diligently complete the Project within such time periods. The Commissioner of DOH, in the Commissioner's sole discretion, may extend the completion upon the Developer's written request, by executing a written extension letter.

4.8 Certificate of Compliance. As each Home is substantially completed in accordance with the Working Drawings and Specifications (as evidenced by the issuance of the Inspector's Conditional Certificate or Final Certificate, as the case may be) and Developer has performed all of its other obligations under this Agreement, including without limitation, the closing conditions precedent specified in Section 4.5(e) above, the DOH, upon written request by Developer, shall furnish Developer with an appropriate compliance certificate ("Certificate"). The Certificate shall be evidence the Developer's compliance with respect to its obligation to construct such Home in accordance with the terms of this Agreement. The Certificate, however, shall not constitute evidence that Developer has complied with any applicable provisions of federal, state and local laws, ordinances and regulations with regard to the completion of the Home and furthermore, shall not serve as any "guaranty" as to the quality of the construction of said structure.

The Certificate shall be in recordable form and shall be delivered by the DOH to the Escrowee at the closing conveying the Home from Developer to the initial homebuyer. At such closing, the Developer shall provide the initial homebuyer with an Owner's Policy ALTA form B (1987) policy of title insurance issued by the Title Company, dated as of the closing date in the amount of the purchase price. Once the Certificate is recorded with the Recorder's Office, the Agreement shall no longer encumber the Lot.

4.9 Prohibition Against Unpermitted Encumbrances. Prior to the City's issuance of the Certificate for a Home on a particular Lot, neither Developer nor any successor in interest to the Lot shall engage in any financing or other transaction the effect of which creates an encumbrance or lien upon said Lot; provided, however, that Developer, after receiving the prior written consent of the City, may mortgage the Lot for the purpose of obtaining the Construction Loan or other financing source as described in Section 4.5(a) above to the extent necessary to construct the Home. Notwithstanding the above, no mortgage may be recorded against a City Lot until such City Lot is conveyed to Developer.

4.10 Mortgagees Not Obligated to Construct. Notwithstanding any of the provisions of the Agreement, no holder of a mortgage authorized by the Agreement (including any holder who obtains title to a City Lot as a result of foreclosure proceedings, or action in lieu therefor), shall be obligated to construct or complete the construction of any Home on the City Lot, or to guarantee such construction or completion. However, any such holder shall take its lien or hold such title subject to this Agreement and must devote the City Lot to those uses or improvements provided for or permitted in the City Lots Program and this Agreement, i.e., it may only complete the Homes on said Lots and convey such homes to homebuyers, as originally contemplated. The City shall not unreasonably withhold its consent to such a request, so long as the Construction Lender complies with the terms and conditions of the Agreement. In such event, the Construction Lender shall be required to execute such economic disclosure documents as the City deems appropriate.

Whenever the City shall deliver a notice or demand pursuant to Section 6.3(a), the City shall at the same time forward a copy of such notice or demand to any Construction Lender identified in Section 8.8. After the expiration of any applicable cure period, each such Construction Lender shall have the right, at its option, to remedy such default within an additional thirty (30) day cure period.

Whenever the Construction Lender shall deliver a default notice or demand to Developer under the Construction Loan documents, it shall at the same time forward a copy of such notice or demand to the City at the addresses listed in Section 8.8 below. After the expiration of any applicable cure period, the City shall have the right, at the City's option, to remedy such default within an additional thirty (30) day cure period.

SECTION V **CONVEYANCE OF THE HOMES**

5.1 Developer's Covenants for Participation in the City Lots Program.

(a) **Sales Price.** Developer acknowledges and affirms the objectives of the City with regard to the creation of the City Lots Program as a means of achieving the construction of affordable, new, high quality, owner-occupied housing within the corporate boundaries of the City. Developer affirmatively covenants that it shall sell and convey each Two-Flat Building for a base price per model, as set forth on Exhibit J, attached hereto, but in no event shall said base price for a particular Two-Flat Building exceed the sum of Two Hundred Sixty-Five Thousand Dollars (\$265,000), such amount being the current inflation-adjusted price limit under the City Lots Program. Developer's projected final sales pricing of the various models of the Two-Flat Buildings to be constructed by Developer are described on Exhibit J. The parties acknowledge that said base price does not include

options described on Exhibit K attached hereto which may be desired by individual homebuyers. The parties further acknowledge that said base price may further be slightly adjusted due to inflation, upon the written agreement of the parties.

(b) Compliance with Fair Housing and Non-Discrimination Laws. Developer shall not discriminate based upon race, color, religion, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military status, parental status or source of income in the design, marketing and sale of any Two-Flat Building constructed by Developer pursuant to the terms of the Agreement, and shall comply with any and all federal, state and local laws, statutes, ordinances or regulations with regard to non-discrimination in the sale and marketing of housing, including, without limitation, the Fair Housing Act, 42 U.S.C. sec. 3601-20 et seq. (1988) and implementing regulations at 24 C.F.R. Part 100; Executive Order 11063, as amended by Executive Order 12259 (3 C.F.R., 1958-1963 Comp., p. 652 and 3 C.F.R., 1980 Comp., p. 307)(Equal Opportunity in Housing) and implementing regulations at 24 C.F.R. Part 107; and Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d)(Nondiscrimination in Federally Assisted Programs) and implementing regulations issued at 24 C.F.R. Part 1; 42 U.S.C. sec. 1982 (1988), and sections 17-19 of Article I of the Constitution of the State of Illinois; the Age Discrimination Act of 1975, 42 U.S.C. sect. 6101-07, and implementing regulations at 24 C.F.R. Part 146, Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794 and implementing regulations at 24 C.F.R. Part 8.

(c) Warranty of Habitability. At the closing for the conveyance of a Two-Flat Building from Developer to an initial homebuyer, Developer shall deliver to said homebuyer a warranty of habitability in the form of Exhibit L attached hereto. Said warranty of habitability shall have a duration of one year and shall be deemed to run with the land.

5.2 Marketing. Developer shall comply with the affirmative marketing requirements described in Section 5.1(b) above. In addition, Developer shall comply with the marketing plan which has been approved by the DOH and is attached hereto as Exhibit M, and to utilize solely those marketing materials which have been approved by the DOH either prior to or subsequent to the execution date of the Agreement with regard to the marketing of the Two-Flat Buildings to prospective homebuyers. Developer also agrees to place on at least one of the Lots a sign stating that the Two-Flat Building was (or shall be) constructed by Developer pursuant to the City Lots Program.

5.3 Income Eligibility Standards. Every potential homebuyer in conjunction with the homebuyer's execution of a purchase contract for the purchase of a Two-Flat Building, must be approved in writing by the DOH as meeting the income eligibility standards of the City Lots Program. Developer must provide the DOH with any and all information required by the DOH to confirm such homebuyer's income eligibility. The DOH shall have ten (10) business days from the date of receipt of a "complete information package" (which shall include, by means of illustration and not limitation, the W-2 forms from the initial homebuyer's employer(s), U.S. 1040 income tax returns for the previous two years, an affidavit or verification from the homebuyer with regard to household size, and the employer verification form utilized by the Federal National Mortgage Association within which to qualify potential homebuyers.

5.4 Pre-Purchase Qualification. Developer shall refer each prospective homebuyer for pre-purchase counseling, which shall be offered either by the DOH, a qualified community organization or lending institution. Each homebuyer must participate in pre-purchase counseling, and provide the DOH with a certificate or other evidence of participation.

5.5 Rental Units. Prior to the fourth anniversary date of the Two-Flat Building to a homebuyer, the homebuyer shall at all times rent the Rental Unit and is expressly prohibited from selling the Rental Unit as a condominium unit, townhome unit, a cooperative unit or under any other form of separate ownership, and is expressly prohibited from entering into a lease for such Rental Unit for a period longer than one year.

SECTION VI **PERFORMANCE**

6.1 Time of the Essence. Time is of the essence of the Agreement.

6.2 Permitted Delays. Neither the City, Developer, or any successor in interest to Developer, shall be considered in breach of its obligations to commence or complete the Project in the event of delay in the performance of such obligations due to unforeseeable causes beyond such party's control and without such party's fault or negligence, including but not limited to, any delays or halts in the construction of the Two-Flat Buildings, compelled by court order, acts of God, acts of the public enemy, acts of the United States or other governmental body, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, vandalism, embargoes and unusually severe weather or delays of subcontractors due to such cause. The time for the performance of the obligations shall be extended only for the period of the permitted delay if the party seeking the extension shall request it in writing of the other party within twenty (20) days after the beginning of any such delay.

6.3 Breach.

(a) Generally. If the Developer defaults in the performance of its obligations under the Agreement, the Developer shall, upon written notice from the City, commence to immediately cure or remedy such default but, in any event, by not later than thirty (30) days after receipt of such notice (or such other cure period, if any, as may be expressly provided for in Section 6.3(b)). If the default is not cured within such thirty (30) day period (or such other cure period), the City may institute such proceedings at law or in equity as may be necessary or desirable in its sole discretion to cure and remedy such default, including but not limited to, proceedings to compel specific performance and foreclosure of the City Junior Mortgage.

(b) Event of Default. For purposes of the Agreement, the occurrence of any one or more of the following, which is not cured by the specified cure period, if any, shall constitute an "Event of Default":

- (1) Any warranty, representation or statement made or furnished by Developer is not true and correct, or any covenant is not complied with in any material respect; (30 day cure period); or

- (2) Any petition or proceeding is filed by Developer under the Federal Bankruptcy Code or any similar state or federal law, whether now or hereafter existing (no cure period) or any such petition or proceeding is involuntarily filed and not vacated, stayed or set aside (60 day cure period); or
- (3) Failure of Developer to finalize the Working Drawings and Specifications in accordance with Section 4.2 (30 day cure period); or
- (4) If Developer fails to commence or complete construction of a Two-Flat Building (including the nature of and the dates of the beginning and completion thereof) or abandons or substantially suspends construction work of any Two-Flat Building (30 day cure period); or
- (5) If Developer conveys any Two-Flat Building to a homebuyer in excess of the consideration described in Section 5.1 above, or conveys any Two-Flat Building to a homebuyer ineligible to participate in the City Lots Program (no cure period); or
- (6) Developer fails to comply with the non-discrimination covenants in Section 5.2 above with regard to the marketing and sale of the Two-Flat Buildings constructed by Developer (30 day cure period); or
- (7) Failure of Developer to pay real estate taxes or assessments affecting any Lots (accruing after the date of conveyance by the City to Developer with respect to the City Lots) when due, or placing thereon any encumbrance or lien unauthorized by the Agreement, or suffering any levy or attachment to be made, or any materialmen's or mechanics' lien, or any other unauthorized encumbrance or lien to attach to the Lots or any part thereof (unless Developer has taken such appropriate action to cause the Title Company to insure over any title encumbrances caused by such liens or encumbrances), and such taxes or assessments shall not have been paid, or the encumbrance or lien removed or discharged or provision satisfactory to the City made for such payment, removal or discharge; (30 day cure period); or
- (8) The occurrence of an event of default within the context of the First Mortgage, if any, which is not cured within the applicable time periods, if any, contained therein; or
- (9) The financial statements of Developer are not complete in all material respects or do not accurately present the assets, liabilities, results of operations and financial condition of Developer or there is a material adverse change in the assets, liabilities, results of operations or financial condition of Developer since the date of Developer's most recent financial statements; (30 day cure period); or
- (10) Developer makes or causes to be made, directly or indirectly, any payment, gratuity or offer of employment in connection with this Agreement or any contract paid from the City treasury or pursuant to any City ordinance, for services to any City agency ("City Contract") as an inducement for the City to enter into the Agreement or any

City Contract in violation of Chapter 2-156-120 of the Municipal Code of Chicago; (no cure period); or

- (11) Any assignment, pledge, encumbrance, transfer or other disposition is made in violation of Section 8.2 below (no cure period).

(c) **Prior to Commencement of Construction.** If prior to the commencement of construction of any Two-Flat Building, an Event of Default occurs, the City may immediately terminate this Agreement and institute any action or proceeding at law or in equity against Developer.

(d) **After Commencement of Construction Until Issuance of Certificate.** If after commencement of construction by Developer of a Two-Flat Building on any City Lot but before the City issues its Certificate for such Two-Flat Building, an Event of Default occurs, the City may immediately terminate the Agreement and institute any action or proceeding at law or in equity against Developer. In such event, Developer shall have no further right or interest regarding any City Lot not conveyed to Developer prior to the default.

In addition, the City shall have the right to re-enter and take possession of each City Lot previously conveyed, to terminate the Developer's title to such City Lots and all other rights and interests of Developer to said Lots and any improvements constructed thereon, and revert title in said City in the City without any compensation whatsoever to Developer; provided, however, that such condition subsequent and reversion of title in the City shall always be limited by, and shall not defeat, render invalid, or limit in any way, the lien of the First Mortgage.

Upon such reversion of title to the City Lots in the City, the DOH may complete the construction of any Two-Flat Buildings on the City Lots, including, if necessary, the hiring of an alternative contractor to complete the construction. Upon completion of construction, the DOH shall employ its best efforts to convey the Two-Flat Building (subject to the First Mortgage liens described above, if any) to a homebuyer under the City Lots Program, and in accordance with all applicable federal, state and local laws, ordinances and regulations. In the event a First Mortgage encumbers the City Lot on which the Two-Flat Building is built, then at the closing of the conveyance of such Two-Flat Building, the net sales proceeds from the sale of the Two-Flat Building shall be applied to repay an allocable share of the unpaid principal of the First Mortgage attributable to said City Lot and the interest accrued thereon due and payable as of the date of conveyance. When the City sells all of the Two-Flat Buildings in accordance with the provisions described in this paragraph, then upon repayment of all amounts under the First Mortgage any remaining proceeds shall be distributed pursuant to Section 6.3(e) below. In the alternative, the City may allow the Construction Lender to enter into possession of such Lots and cause the completion of construction of the Two-Flat Buildings so long as the Construction Lender complies with the terms and provisions of the Agreement.

(e) **Distribution of Sale Proceeds.** Upon the sale of all of the Two-Flat Buildings by the City pursuant to Section 6.3(d) above, the proceeds from said conveyance(s) shall be utilized first to reimburse the City for:

- (1) costs and expenses incurred by the City with regard to the reconveyance of the City Lots, management of the City Lots, and the subsequent conveyance of the City Lots to the homebuyers;
- (2) all taxes, assessments, and water and sewer charges paid with respect to the City Lots;
- (3) any payments made or necessary to be made (including attorneys' fees) to discharge or prevent from attaching or being made any subsequent encumbrances or liens against the City Lots;
- (4) any expenditures made or obligations incurred with respect to the construction and maintenance of any Two-Flat Buildings constructed on the City Lots;
- (5) any other amounts owed to the City by Developer, its successors or transferees under this Agreement, the City Junior Mortgage or otherwise; and
- (6) any remaining sums shall be delivered to Developer.

(f) After Conveyance. If an Event of Default occurs under Section 6.3(b)(5) or Section 6.3(b)(6), then the City shall have the right to institute a suit for injunctive relief against Developer, or alternatively, at the option of the City solely with regard to an Event of Default under Section 6.3(b)(5), Developer, within twenty (20) days after the receipt of written notice of default from the City, shall deliver the sum of one and one-half times the amount by which the sales price exceeds the permitted consideration described in Section 5.1, per violation to the City, said sum representing an amount of liquidated damages and not a penalty.

6.4 Waiver and Estoppel. Any delay by the City in instituting or prosecuting any actions or proceedings or otherwise asserting its rights shall not operate as a waiver of such rights or operate to deprive the City of or limit such rights in any way. No waiver made by the City with respect to any specific default by Developer shall be construed, considered or treated as a waiver of the rights of the City with respect to any other defaults of Developer.

6.5 Indemnity. Developer hereby agrees to indemnify, defend and hold the City harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, attorneys' fees and court costs), suffered or incurred by the City (except due to the negligence of the City) arising from or in connection with: (i) the failure of Developer to perform its obligations under the Agreement; (ii) the failure of Developer or any contractor to pay contractors, subcontractors or materialmen in connection with the construction of the Two-Flat Buildings (unless Developer has taken such appropriate action to cause the Title Company to insure over any title encumbrances caused by such liens and encumbrances); (iii) a material misrepresentation or material omission in Developer's application to participate in the City Lots Program or in the Agreement which is the result of information supplied or omitted by Developer or by agents, employees, contractors, subcontractors, or persons acting under the control or at the request of Developer; (iv) the failure of Developer to redress any misrepresentations or omissions in the Agreement or any other agreement relating hereto; (v) any activity undertaken by

Developer on any of the City Lots or any part thereof; and (vi) any claim or cost relating to any soil or environmental condition existing at, or created by Developer on, any City Lot.

6.6 Access to the Lots. Any duly authorized representative of the City shall, at all reasonable times, have access to any Lot, or part thereof, from the execution date of the Agreement until the City issues its Certificate with regard to the completion of the Two-Flat Building on the Lot, for the purpose of confirming Developer's compliance with this Agreement.

6.7 City's Right to Inspect Records. Until the date that is three years after the date on which the City issues its Certificate with regard to the completion of the final Two-Flat Building, the City shall have the right and authority to review and audit, from time to time, Developer's books and records relating to the Project, including, without limitation, Developer's loan statements, the construction manager's sworn statements, general contracts, subcontracts, purchase orders, waivers of lien, paid receipts and invoices. All such books, records and other documents shall be available at the offices of Developer for inspection, copying, audit and examination by any duly authorized representative of the City; provided, however, that the City shall provide Developer with at least five (5) business days' written notice of any proposed inspection of Developer's books and records.

SECTION VII DEVELOPER'S EMPLOYMENT OBLIGATIONS

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

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

shall receive consideration for employment without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income.

- B. Each Employer shall comply with all federal, state and local equal employment and affirmative action statutes, rules and regulations, including, but not limited to, the Human Rights Ordinance, and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1993), and any subsequent amendments and regulations promulgated thereto.
- C. Developer, in order to demonstrate compliance with the terms of this Section, shall cooperate with and promptly and accurately respond to inquiries by the City, which has the responsibility to observe and report compliance with equal employment opportunity regulations of federal, state and municipal agencies.
- D. Developer and each Employer shall include the foregoing provisions of subparagraphs A through C in every contract entered into in connection with the Project, and shall require inclusion of these provisions in every subcontract entered into by any subcontractors, and every agreement with any Affiliate operating on the Property, so that each such provision shall be binding upon each contractor, subcontractor or affiliate, as the case may be.
- E. Failure to comply with the employment obligations described in this Section 7.1 shall be a basis for the City to pursue remedies under the provisions of Section 6 above.

7.2 City Resident Employment Requirement. Developer agrees for itself and its successors and assigns, and shall contractually obligate the other Employers, as applicable, to agree, that during the construction of the Project they shall comply with the minimum percentage of total worker hours performed by actual residents of the City of Chicago as specified in Section 2-92-330 of the Municipal Code of Chicago (at least fifty percent of the total worker hours worked by persons on the site of the construction for the Project shall be performed by actual residents of the City of Chicago); provided, however, that in addition to complying with this percentage, Developer and the other Employers shall be required to make good faith efforts to utilize qualified residents of the City of Chicago in both unskilled and skilled labor positions.

Developer and the other Employers may request a reduction or waiver of this minimum percentage level of Chicagoans as provided for in Section 2-92-330 of the Municipal Code of Chicago in accordance with standards and procedures developed by the Purchasing Agent of the City of Chicago.

"Actual residents of the City of Chicago" shall mean persons domiciled within the City of Chicago. The domicile is an individual's one and only true, fixed and permanent home and principal establishment.

Developer and the other Employers shall provide for the maintenance of adequate employee residency records to ensure that actual Chicago residents are employed on the Project. Developer and the other Employers shall maintain copies of personal documents supportive of every Chicago employee's actual record of residence.

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

Developer and the other Employers shall provide full access to their employment records to the Purchasing Agent, the Commissioner of the DOH, the Superintendent of the Chicago Police Department, the Inspector General, or any duly authorized representative thereof. Developer and the other Employers shall maintain all relevant personnel data and records for a period of at least three (3) years after final acceptance of the work constituting the Project as evidenced by the issuance of the Certificate for the last Two-Flat Building constructed by Developer.

At the direction of the DOH, affidavits and other supporting documentation will be required of Developer and the other Employers to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.

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

When work at the Project is completed, in the event that the City has determined that Developer and the other Employers failed to ensure the fulfillment of the requirement of this Section concerning the worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this Section. Therefore, in such a case of non-compliance it is agreed that 1 / 20 of 1 percent (.05%), 0.0005, of the aggregate hard construction costs set forth in the Budget (as the same shall be evidenced by approved contract value for the actual contracts) shall be surrendered by Developer and/or the other Employers to the City in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly shall result in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the categories. The willful falsification of statements and the certification of payroll data may subject Developer and/or the other Employers or employee to prosecution. Nothing herein provided shall be construed to be a limitation upon the "Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity, Executive Order 11246" and "Standard Federal Equal Employment Opportunity, Executive Order 11246," or other affirmative action required for equal opportunity under the provisions of this Agreement.

Developer shall cause or require the provisions of this Section 7.2 to be included in all construction contracts and subcontracts related to the Project.

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

(a) Consistent with the findings which support, as applicable, (i) the Minority-Owned and Women-Owned Business Enterprise Procurement Program, Section 2-92-420 et seq., Municipal Code of Chicago (the "Procurement Program"), and (ii) the Minority- and Women-Owned Business Enterprise Construction Program, Section 2-92-650 et seq., Municipal Code of Chicago (the "Construction Program," and collectively with the Procurement Program, the "MBE/WBE Program"), and in reliance upon the provisions of the MBE/WBE Program to the extent contained in, and as qualified by, the provisions of this Section 7.3, during the course of the Project, at least the following percentages of the MBE/WBE budget to be approved by DOH's monitoring staff shall be expended for contract participation by minority-owned businesses ("MBEs") and by women-owned businesses ("WBEs"):

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

(b) For purposes of this Section 7.3 only:

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

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

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

(c) Consistent with Sections 2-92-440 and 2-92-720, Municipal Code of Chicago, the Developer's MBE/WBE commitment may be achieved in part by the Developer's status as an MBE or WBE (but only to the extent of any actual work performed on the Project by the Developer) or by a joint venture with one or more MBEs or WBEs (but only to the extent of the lesser of (i) the MBE or WBE participation in such joint venture or (ii) the amount of any actual work performed

on the Project by the MBE or WBE), by the Developer utilizing a MBE or a WBE as the General Contractor (but only to the extent of any actual work performed on the Project by the General Contractor), by subcontracting or causing the General Contractor to subcontract a portion of the Project to one or more MBEs or WBEs, or by the purchase of materials or services used in the Project from one or more MBEs or WBEs, or by any combination of the foregoing. Those entities which constitute both a MBE and a WBE shall not be credited more than once with regard to the Developer's MBE/WBE commitment as described in this Section 7.3. In accordance with Section 2-92-730, Municipal Code of Chicago, the Developer shall not substitute any MBE or WBE General Contractor or subcontractor without the prior written approval of DOH.

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

(e) Upon the disqualification of any MBE or WBE General Contractor or subcontractor, if such status was misrepresented by the disqualified party, the Developer shall be obligated to discharge or cause to be discharged the disqualified General Contractor or subcontractor, and, if possible, identify and engage a qualified MBE or WBE as a replacement. For purposes of this Section (e), the disqualification procedures are further described in Sections 2-92-540 and 2-92-730, Municipal Code of Chicago, as applicable.

(f) Any reduction or waiver of the Developer's MBE/WBE commitment as described in this Section 7.3 shall be undertaken in accordance with Sections 2-92-450 and 2-92-730, Municipal Code of Chicago, as applicable.

(g) *Prior to the commencement of the Project, the Developer shall be required to meet with the City's monitoring staff with regard to the Developer's compliance with its obligations under this Section 7.3. The General Contractor and all major subcontractors shall be required to attend this pre-construction meeting. During said meeting, the Developer shall demonstrate to the City's monitoring staff its plan to achieve its obligations under this Section 7.3, the sufficiency of which shall be approved by the City's monitoring staff. During the Project, the Developer shall submit the documentation required by this Section 7.3 to the City's monitoring staff, including the following:* (i) subcontractor's activity report; (ii) contractor's certification concerning labor standards and prevailing wage requirements; (iii) contractor letter of understanding; (iv) monthly utilization report; (v) authorization for payroll agent; (vi) certified payroll; (vii) evidence that MBE/WBE contractor associations have been informed of the Project via written notice and hearings; and (viii)

evidence of compliance with job creation/job retention requirements. Failure to submit such documentation on a timely basis, or a determination by the City's monitoring staff, upon analysis of the documentation, that the Developer is not complying with its obligations under this Section 7.3, shall, upon the delivery of written notice to the Developer, be deemed an Event of Default. Upon the occurrence of any such Event of Default, in addition to any other remedies provided in this Agreement, the City may: (1) issue a written demand to the Developer to halt the Project, (2) withhold any further payment of any City Funds to the Developer or the General Contractor, or (3) seek any other remedies against the Developer available at law or in equity.

SECTION VIII **MISCELLANEOUS PROVISIONS**

8.1 Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the Project and supersedes all prior agreements, negotiations and discussions with respect thereto. It shall not be modified, amended or changed in any material manner whatsoever except by mutual consent of the parties as reflected by written instrument executed by the parties hereto. The term "material" for the purpose of this Section 8.1 shall be defined as any deviation from the terms of the Agreement which operates to cancel or otherwise reduce any developmental, construction or job-creating obligation of Developer by more than five percent (5%) or substantially changes the character of the Project or any activities undertaken by Developer affecting the Project, or increases any time agreed for performance by either party by more than thirty (30) days, subject to Section 4.7.

8.2 Assignability and Transfer. Unless permitted under Section 4.9 above, prior to the City's issuance of the Certificate with regard to the completion of a Two-Flat Building, the Developer shall not assign, transfer or convey any right, title or interest in the Lot on which such Two-Flat Building is constructed. Notwithstanding the above, Developer may sign purchase contracts with initial homebuyers prior to the issuance of the Certificate. In addition, Developer may convey its right, title and interest to any of the Lots to a land trust formed under the laws of the state of Illinois and of which Developer is the sole beneficiary; provided, however, that the City must receive prior notification of such transfer accompanied by a certified copy of the land trust agreement, and the City, Developer and the land trustee shall execute a document granting the City the irrevocable right to approve the land trust documents.

8.3 Conflict of Interest - City's Representatives Not Individually Liable. Prior to the issuance of the Certificate by the City with regard to the completion of the final Two-Flat Building, no member of any City board, commission or agency, or official or employee of the City shall have any personal interest, direct or indirect, in Developer, the Agreement or the Project; nor shall any such member, official or employee participate in any decision relating to the Agreement which affects his or her personal interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. This prohibition shall include those public officials who have exercised any functions or responsibilities with respect to this Project or the City Lots Program or who are in a position to participate in a decision making process or gain inside information with regard to the Project or the City Lots Program or may obtain a financial interest or benefit from this Project, or have an interest in any contract, subcontract, or agreement with

respect thereto, or the proceeds therefore, either for themselves or those with whom the officials have family or business ties, during the tenure or employment of said public officials and for a period of one year thereafter. The foregoing shall not be deemed to exclude employees of the City who meet the requirements of the City Lots Program from purchasing Two-Flat Buildings for their primary residences, and who are able to do so pursuant to an ordinance passed by the City Council of the City. No member, official or employee of the City shall be personally liable to Developer, or any successor in interest, to perform any commitment or obligation of the City under the Agreement nor shall any such person be personally liable in the event of any default or breach by the City.

8.4 Survival. All representations and warranties contained in the Agreement shall survive execution date of the Agreement and the execution, delivery and acceptance hereof by the parties shall not constitute a waiver of rights arising by reasons of any misrepresentation.

8.5 Mutual Assistance. The parties agree to perform their respective obligations, including the execution and delivery of any documents, instruments, petitions and certifications, as may be necessary or appropriate, consistent with the terms and provisions of the Agreement.

8.6 Cumulative Remedies. The remedies of the City hereunder are cumulative and the exercise of any one or more of the remedies provided by the Agreement shall not be construed as a waiver of any of the other remedies of the City unless specifically so provided herein.

8.7 Disclaimer. No provision of the Agreement, nor any act of the City, shall be deemed or construed by any of the parties, or by third persons, to create any relationship of third-party beneficiary, or of principal or agent, or of limited or general partnership, or of joint venture, or of any association or relationship involving the City.

8.8 Notices. Any notice called for herein shall be in writing and shall be mailed postage prepaid by registered or certified mail with return receipt requested, or hand delivered and receipted, as follows:

If to the City: Commissioner
 Department of Housing
 33 N. LaSalle Street
 Chicago, Illinois 60602
 Attn: Deputy Commissioner,
 Developer Services

with a copy to: Corporation Counsel
 City of Chicago
 121 North LaSalle Street, Room 600
 Chicago, Illinois 60602
 Attn: Real Estate & Land Use Division

If to Developer: Community Male Empowerment Project
3120 W. Madison Street, Suite 304
Chicago, Illinois 60612
Attn: Melvin Bailey

Notices are deemed to have been received by the parties three (3) days after mailing. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

8.9 Headings. The headings of the various sections and Sections of the Agreement have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending or affecting in any way the express terms and provisions hereof.

8.10 Governing Law. The Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and, where applicable, the laws of the United States of America.

8.11 References to Statutes. All references herein to statutes, regulations, rules, executive orders, ordinances, resolutions, rulings, notices or circulars issued by any governmental body shall be deemed to include any and all amendments, supplements and restatements from time to time to or of such statutes, regulations, rules, executive orders, ordinances, resolutions, rulings, notices or circulars.

8.12 Recordation of the Agreement. Upon execution of the Agreement by the parties, the City shall promptly record one original of the Agreement with the Office of the Recorder of Deeds of Cook County, Illinois.

8.13 No Third Party Beneficiary. The approvals given by the City pursuant to the Agreement and the Certificate when issued by the City shall be only for the benefit of Developer, the First Mortgagee, and their successors in interest in the Project and no other person or party may assert against the City or claim the benefit of such approval or certificate.

8.14 Successors and Assigns. The terms of the Agreement shall be binding upon the City and Developer, and the Developer's successors and assigns.

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

8.16 Counterparts. The Agreement shall be executed in triplicate, each of which shall constitute an original instrument.

8.17 Executive Order 2005-1. Developer agrees that Developer, any person or entity who directly or indirectly has an ownership or beneficial interest in Developer of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, Developer's contractors (i.e., any person or entity in direct contractual privity with Developer regarding the subject matter of this Agreement) ("Contractors"), any person or entity who directly or indirectly has an ownership or beneficial interest in any Contractor of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (Developer and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee (i) after execution of this Agreement by Developer, (ii) while this Agreement or any Other Contract is executory, (iii) during the term of this Agreement or any Other Contract between Developer and the City, or (iv) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

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

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

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

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

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

For purposes of this provision:

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

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

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

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

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

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

8.18. Patriot Act Certification. The Developer represents and warrants that neither the Developer nor any Affiliate thereof (as defined in the next paragraph) is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List

As used in the above paragraph, an "Affiliate" shall be deemed to be a person or entity related to the Developer that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with Developer, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

8.19. Business Relationships. The Developer acknowledges (A) receipt of a copy of Section 2-156-030 (b) of the Municipal Code of Chicago, (B) that it has read such provision and understands that pursuant to such Section 2-156-030 (b) it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (c) notwithstanding anything to the contrary contained in this Amendment, that a violation of Section 2-156-030 (b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Amendment shall be grounds for termination of this Amendment and the transactions contemplated hereby. The Developer hereby represents and warrants that no violation of Section 2-145-030 (b) has occurred with respect to this Amendment or the transactions contemplated hereby.

8.20. Waste Ordinance Provisions. In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Developer warrants and represents that it, and to the best of its knowledge, its contractors and subcontractors, have not violated and are not in violation of any provisions of Section 7-28 or Section 11-4 of the Municipal Code (the "Waste Sections"). During the period while this Amendment is executory, Developer's, any general contractor's or any subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Amendment, constitutes a breach of and an event of default under this Amendment, for which the opportunity to cure, if curable, will be granted only at the sole designation of the Chief Procurement Officer. Such breach and default entitles the City to all remedies under the Amendment, at law or in equity. This section does not limit the Developer's, general contractor's and its subcontractors' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Amendment. Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Amendment, and may further affect the Developer's eligibility for future contract awards.

(Sub)Exhibit "F".
(To Redevelopment Agreement With
Community Male Empowerment
Project Corporation)

Form Of Deed.

Quitclaim Deed.

(City Lots For City Living Program -- Community
Male Empowerment Project)

Grantor, the City of Chicago, an Illinois municipal corporation ("Grantor"), having its principal office at 121 North LaSalle Street, Chicago, Illinois 60602, for and in consideration of one and no/100 Dollars (\$1.00), conveys and quitclaims, pursuant to ordinance adopted _____ Community Male Empowerment Project Corporation, an Illinois not-for-profit corporation _____, 2006 (*Journal of the Proceedings of the City Council of the City of Chicago*, pages _____ to Community Male Empowerment Project Corporation, an Illinois not-for-profit corporation ("Grantee"), having its principal office at 3120 West Madison Street, Suite 304, Chicago, Illinois 60612, all interest and title of Grantor in the following described real property ("Property"):

[Insert Legal Description]

Commonly Known As: [Insert Address], Chicago, Illinois

Permanent Index Number: [Insert Permanent Index Number]

This Transfer Is Exempt Under The Provisions Of The Real State Transfer Tax Act, 35 ILCS 200/31-45(b) and 35 ILCS 200/31-45(e) and Section 3-33-060.B and Section 3-33-060.E Of The Municipal Code Of Chicago.

Further, this quitclaim deed ("Deed") is made and executed upon, and is subject to certain express conditions and covenants hereinafter contained, said conditions and covenants being a part of the consideration for the Property and are to be taken and construed as running with the land, and Grantee hereby binds itself and its successors, assigns, grantees and lessees to these covenants and conditions, which covenants and conditions are as follows:

First: Grantee shall devote the Property only to the uses authorized by Grantor and specified in the applicable provisions of: (i) the City Lots For City Living Program ordinance, first adopted October 2, 1995 and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages 8086 -- 8089, as most recently amended and restated by that certain ordinance adopted April 26, 2006 and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages 75201 -- 75212 ("Program"), and (ii) that certain agreement known as "Redevelopment Agreement, City Lots For City Living Program, Community Male Empowerment Project" entered into between Grantor and Grantee as of _____, 2006 and recorded with the Office of the Recorder of Deeds of Cook County, Illinois on _____, 2006 as Document Number _____ ("Agreement"). Specifically, in accordance with the terms of the Agreement, Grantee shall construct a Two-Flat Building on the Property to be sold to the initial homebuyer for a price not to exceed the ceiling base price (excluding options or extras) of Two Hundred Sixty-five Thousand Dollars (\$265,000) all as further described in Section 4.5(b)(1) and Section 5.1 of the Agreement. Grantee shall advise each initial homebuyer and such homebuyer shall be required to execute and record at the time of the homebuyer's closing the City Junior Mortgage described in the Agreement.

Second: Grantee shall pay real estate taxes and assessments on the Property or any part thereof when due. Prior to the issuance by Grantor of a Certificate of Compliance (as hereafter defined) with regard to the Property, Grantee shall not encumber the Property, or portion thereof except to secure financing solely to obtain the First Mortgage (as such term is defined in the Agreement). Grantee shall not suffer or permit any levy or attachment to be made or any other encumbrance or lien to attach to the Property or portion thereof until Grantor issues a Certificate of Compliance with respect to the completion of the Two-Flat Buildings on the Property (unless Grantee has taken such appropriate action to cause the Title Company (as such term is described in the Agreement) to insure over any title encumbrances caused by such liens or claims).

Third: Grantee shall construct the Two-Flat Building on the Property in accordance with the terms of the Agreement. Grantee shall diligently proceed with the construction of such Two-Flat Building to completion, which construction shall commence within three (3) months from the date of conveyance of the Deed by Grantor to Grantee, and shall be completed by Grantee within the time frame described in the Agreement.

Fourth: Until Grantor issues the Certificate with regard to the completion of the Two-Flat Building, Grantee shall have no right to convey any right, title or interest in the Property without the prior written approval of Grantor, excepting as provided for in Section 8.2 of the Agreement.

Fifth: Grantee agrees for itself and any successor in interest not to discriminate based upon race, religion, color, sex, national origin or ancestry, age, handicap, sexual orientation, military status, parental status or source of income in the sale of the Two-Flat Building improving the Property.

Sixth: Grantee shall comply with those certain employment obligations described in Section VII of the Agreement.

The covenants and agreements contained in the covenant numbered Fifth shall remain without any limitation as to time. The covenants and agreements contained in covenants numbered First, Second, Third, Fourth and Sixth shall terminate on the date Grantor issues the Certificate of Compliance with respect to the Property upon which the pertinent Two-Flat Building is constructed, except that the termination of the covenant numbered Second shall in no way be construed to release Grantee from its obligation to pay real estate taxes and assessments on the Property or any part thereof.

In the event that subsequent to the conveyance of the Property and prior to delivery of the Certificate of Compliance by Grantor with regard to the completion of the Two-Flat Building on the Property, Grantee defaults in or breaches any of the terms or conditions described in Section 6.3(b) of the Agreement or covenants First and Third in the Deed which have not been cured or remedied within the period and in the manner provided for in the Agreement, Grantor may re-enter and take possession of the Property or portion thereof, terminate the estate conveyed by the Deed to Grantee as well as Grantee's right of title and all other rights and interests in and to the Property conveyed by the Deed to Grantee, and revert title in said Property or portion thereof with the City; provided, however, that said reversion of title in the City shall always be limited by, and shall not defeat, render invalid, or limit in any way, the lien of the First Mortgage (as defined in the Agreement) for the protection of the holders of the First Mortgage. The Property shall thereafter be developed in accordance with the terms of the Program and the Agreement, including but not limited to, Section 6.3(d) of the Agreement.

Notwithstanding any of the provisions of the Deed or the Agreement, including but not limited to those which are intended to be covenants running with the land, the holder of the First Mortgage or a holder who obtains title to the Property as a result of foreclosure of the First Mortgage shall not be obligated by the provisions of the Deed or the Agreement to construct or complete the construction of the pertinent Two-Flat Building or guarantee such construction or completion, nor shall any covenant or any other provision in the Deed or the Agreement be construed to so obligate such holder. Nothing in this section or any section or provision of the Agreement or the Deed shall be construed to permit any such holder to devote the Property or any part thereof to a use or to construct improvements thereon other than those permitted in the Program.

In accordance with Section 4.8 of the Agreement, after the substantial completion of construction of the Two-Flat Building improving the Property (as evidenced by, and based solely on, the issuance of the Conditional Certificate or Final Certificate by the Inspector), and provided that Developer has performed all of its other contractual obligations pursuant to the provisions contained in the Agreement and the objectives of the Program, Grantor shall furnish Grantee with an appropriate instrument in accordance with the terms of the Agreement ("Certificate of Compliance"). The Certificate of Compliance shall be issued by the City as a conclusive determination of satisfaction and termination of the covenants contained in the Agreement and Deed with respect to the obligations of Developer and its successors and assigns to complete such Two-Flat Building and the dates for beginning and completion thereof. The Certificate shall not constitute evidence that Developer has complied with any applicable provisions of federal, state or local laws, ordinances and regulations with regard to the completion of the Two-Flat Building in question, and shall not serve as any "guaranty" as to the quality of the construction of said structure.

In Witness Whereof, Grantor has caused this instrument to be duly executed in its name and behalf and its seal to be hereunto duly affixed and attested, by the Mayor and by the City Clerk, on or as of the ____ day of _____, 2006.

City of Chicago, a municipal
corporation

By: Richard M. Daley, Mayor

Attest:

City Clerk

State of Illinois)
)SS.
County of Cook)

I, _____, a notary public in and for said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the City Clerk of the City of Chicago, a municipal corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me

acknowledged that as Clerk, he signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the City of Chicago, as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this ____ day of _____, 2006.

Notary Public

[Seal]

My commission expires: _____

(Sub)Exhibit "I".
(To Redevelopment Agreement With
Community Male Empowerment
Project Corporation)

Inspector's Certificate.

Architect's Certificate For Payment.

In accordance with the Contract Documents, based on-site observations and the date comprising the above application, the undersigned Architect certifies to the City of Chicago that to the best of the Architect's knowledge, information and belief, the Work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment in the Amount Certified. This Certificate is not negotiable. The Amount Certified is payable only to the contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Amount Certified: \$ _____

Architect:

By: _____

Exhibit "B".
(To Ordinance)

City Lots.

(Subject To Final Survey And Title Commitment)

Common Address	Permanent Index Number
15 South Whipple Street	16-13-102-010
21 South Whipple Street	16-13-102-012
23 South Whipple Street	16-13-102-013
25 South Whipple Street	16-13-102-014
43 South Whipple Street	16-13-102-038 (double lot)
18 South Whipple Street	16-13-101-024
20 South Whipple Street	16-13-101-025
22 South Whipple Street	16-13-101-026
26 South Whipple Street	16-13-101-028

Exhibit "C".
(To Ordinance)

Fee Waivers.

(New Homes For Chicago And City Lots For
City Living Programs Per 2006 Ordinance).

Department Of Construction And Permits.

Plan review, permit and field inspection fees are to be paid in full for the first (1st) unit of each unit type; the fees paid for each successive unit type would be reduced by fifty percent (50%). The fee reduction is not applicable to the electrical permit.

Department Of Housing.

Trees and sod in parkways are provided on an as-needed basis in coordination with the Department of Transportation's reconstruction of sidewalks, curbs and gutters.

Department Of Planning And Development.

Open Space Impact fees are not waived. For the New Homes for Chicago or City Lots for City Living Programs, an open space Impact Fee of One Hundred Dollars (\$100) per unit will be assessed to the developer to be paid to the City of Chicago as a condition of issuance of a building permit.

Department Of Water Management.

Connection fees are waived. Inspection fees are waived. Tap fees are waived. Demolition fees for existing water tap are waived. Water liens against City-owned

lots only are waived. (B-boxes, meters and remote readouts are not waived and need to be purchased.)

Department Of Streets And Sanitation.

Street opening or patching fees, deposits or bonds are not waived at this time.

Department Of Transportation.

Curbs, gutters and sidewalks are provided on an as-needed basis. Street and alley repairs or repaving are not provided through the New Homes for Chicago or City Lots for City Living programs.

Department Of Zoning.

Zoning approval is required as part of the building permit process and is covered under the building permit fee schedule described above. However, any private legal work, such as giving notice to nearby property owners if a zoning change is requested, is not waived.

SELECTION OF THROOP STREET PROJECT, L.L.C. AS PROJECT
DEVELOPER, AUTHORIZATION FOR EXECUTION OF
REDEVELOPMENT AGREEMENT AND WAIVER OF
CERTAIN PERMIT FEES FOR CONSTRUCTION
OF SINGLE-FAMILY HOMES AT
7840 SOUTH THROOP STREET
UNDER CITY LOTS FOR
CITY LIVING PROGRAM.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Housing authorizing a conveyance of property at 7840 South Throop Street to Throop Street Project, L.L.C., having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schuller, Stone -- 45.

Nays -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois and may exercise any power related to its local governmental affairs; and

WHEREAS, The City Council of the City ("City Council"), by ordinance first adopted October 2, 1995 and published in the *Journal of the Proceedings of the*

City Council of the City of Chicago for such date at pages 8086 -- 8089, as most recently amended and restated by that certain ordinance adopted April 26, 2006 and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages 75201 -- 75212, established the City Lots For City Living Program ("City Lots Program") to assist with the construction of affordable single-family housing ("Single-Family Homes") and two-flat buildings ("Two-Flat Buildings") on lots to be provided by the City ("City Lots"); and

WHEREAS, Pursuant to the City Lots Program, the City, acting by and through the Department of Housing ("D.O.H.") may sell City Lots with a fair market value of Fifty Thousand Dollars (\$50,000) or less to developers for One and no/100 Dollars (\$1.00) per City Lot (or, at the recommendation of the Commissioner of D.O.H., at a greater discount in the event that multiple housing units will be built upon a single City Lot), and in addition, may grant waivers of City fees and deposits related to new construction work, and may also expend City general obligation bond proceeds or other legally available funds to complete certain perimeter site improvement work, ("Perimeter Site Improvement Work") if the City determines that such Perimeter Site Improvement Work is necessary, and subject to the availability of such bond proceeds or other legally available funds; and

WHEREAS, In accordance with the City Lots Program guidelines, D.O.H. has solicited proposals for the construction of Single-Family Homes and Two-Flat Buildings on City Lots; and

WHEREAS, D.O.H. has recommended the selection of The Throop Project, L.L.C., an Illinois limited liability company (together with any single purpose entity owned and controlled by The Beloved Community, an Illinois not-for-profit corporation, the "Developer"), to participate as a developer under the City Lots Program, subject to this ordinance and the guidelines and restrictions of the City Lots Program; and

WHEREAS, D.O.H. desires to convey to the Developer one (1) City Lot, commonly known at 7840 South Throop Street (Permanent Index Number 20-29-321-032) (subject to final title and survey, the "Property"), which Property is not located in a redevelopment area, for the Developer's construction of one (1) detached single-family home on the Property; and

WHEREAS, Public notices advertising D.O.H.'s intent to enter into convey the Property to the Developer for development under the City Lots Program and requesting alternative proposals appeared in the *Chicago Sun-Times*; and

WHEREAS, No alternative proposals were received by the deadline indicated in the aforesaid notices; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The above findings and recitals are hereby incorporated by reference and constitute a material part of this ordinance.

SECTION 2. The following proposal for construction of Single-Family Homes under the City Lots Program is hereby approved (such proposal, the "Project"):

Developer: The Throop Project, L.L.C., an Illinois limited liability company (together with any single purpose entity owned and controlled by The Beloved Community, an Illinois not-for-profit corporation, the "Developer").

Aggregate Number of Buildings: One (1) Single-Family Home.

Location: Auburn-Gresham community area.

SECTION 3. The Commissioner of D.O.H., on behalf of the City, is authorized to enter into a redevelopment agreement with the Developer in the customary form of agreement applicable to City Lots Program redevelopment projects (the "Redevelopment Agreement") and to execute such other documents, subject to approval of the Corporation Counsel, as may be necessary to provide for the construction of new housing units by Developer pursuant to the City Lots Program. If the Developer fails to execute the Redevelopment Agreement within six (6) months of the date of passage of this ordinance, then this ordinance will be rendered null and void and of no further effect.

SECTION 4. The conveyance of the Property to the Developer under the City Lots Program is hereby approved, subject to the Developer's execution, delivery and recording of the Redevelopment Agreement described in Section 3. In conjunction with the construction by Developer of the one (1) single-family home, the City: (a) shall waive those certain fees and deposits as more fully described in Exhibit A attached hereto, and, in addition, such Single-Family Home shall qualify as "Affordable Housing" for purposes of Section 16-18 of the Municipal Code of Chicago; (b) may expend City general obligation bond proceeds or other legally available funds to complete Perimeter Site Improvement Work, up to a maximum amount of Five Thousand Dollars (\$5,000) for the one (1) City Lot being conveyed, if the City, in its sole discretion, determines that such Perimeter Site Improvement Work is necessary to the construction of such new home, and subject to the availability of such bond proceeds or other legally available funds.

SECTION 5. The Single-Family Home to be constructed by Developer pursuant to this ordinance must be developed and sold (a) to homebuyers for a base sales price not to exceed One Hundred Ninety-Five Thousand Dollars (\$195,000), (b) to homebuyers whose household income is at or below one hundred percent (100%) of the median income for the Chicago primary metropolitan statistical area, and (c) otherwise in conformance with the City Lots Program.

SECTION 6. The Mayor or his proxy is authorized to execute, and the City Clerk or Deputy City Clerk is authorized to attest, quitclaim deeds conveying the Property to the Developer or to a land trust of which the Developer is the sole beneficiary, or to a business entity of which the Developer is the sole controlling party or is comprised of the same principal parties, subject to the Developer's execution of the Redevelopment Agreement.

SECTION 7. The Department of Zoning of the City is hereby authorized to permit any administrative reduction or waiver of any required yard restriction concerning the Property to the extent such administrative relief is permitted under the Zoning Ordinance of the City, which may be redeveloped by Developer pursuant to the City Lots Program.

SECTION 8. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 9. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict. Given the applicable restrictions with respect to maximum sales price and maximum income for the purchaser of City Lots Program and under this ordinance, Section 2-44-090 of the Municipal Code of Chicago shall not apply to the Project or the Property.

SECTION 10. This ordinance shall take effect immediately upon its passage and approval.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Fee Waivers.

(New Homes For Chicago And City Lots For City Living
Programs Per 2006 Ordinance)

Department Of Construction And Permits.

Plan review, permit and field inspection fees are to be paid in full for the first (1st)

unit of each unit type; the fees paid for each successive unit type would be reduced by fifty percent (50%). The fee reduction is not applicable to the electrical permit.

Department Of Housing.

Trees and sod in parkways are provided on an as-needed basis in coordination with the Department of Transportation's reconstruction of sidewalks, curbs and gutters.

Department Of Planning And Development.

Open Space Impact fees are not waived. For the New Homes for Chicago or City Lots for City Living Programs, an Open Space Impact fee of One Hundred Dollars (\$100) per unit will be assessed to the Developer to be paid to the City of Chicago as a condition of issuance of a building permit.

Department Of Water Management.

Connection fees are waived. Inspection fees are waived. Tap fees are waived. Demolition fees for existing water tap are waived. Water liens against City-owned lots only are waived. (B-boxes, meters and remote readouts are not waived and need to be purchased.)

Department Of Streets And Sanitation.

Street opening or patching fees, deposits or bonds are not waived at this time.

Department Of Transportation.

Curbs, gutters and sidewalks are provided on an as-needed basis. Street and alley repairs or repaving are not provided through the New Homes for Chicago or City Lots for City Living Programs.

Department Of Zoning.

Zoning approval is required as part of the building permit process and is covered under the building permit fee schedule described above. However, any private legal work, such as giving notice to nearby property owners if a zoning change is requested, is not waived.

APPROVAL FOR SALE OF CITY-OWNED PROPERTY
AT 4616 SOUTH DREXEL BOULEVARD TO AND
AUTHORIZATION FOR EXECUTION OF
REDEVELOPMENT AGREEMENT
WITH MAKTUB CHICAGO
DEVELOPMENT, L.L.C.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Planning and Development authorizing the sale of city-owned property at 4616 South Drexel Boulevard to Maktub Chicago Development, L.L.C., having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a vote of the members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

On motion of Alderman Suarez, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 45.

Nays -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City has established the Community Development Commission ("C.D.C.") to, among other things, designate conservation areas, approve conservation plans and recommend the sale of parcels located in conservation areas, subject to the approval of the City Council; and

WHEREAS, Pursuant to an ordinance adopted by the City Council ("City Council") of the City on October 14, 1992, and published at pages 22258 through 22287 in the *Journal of the Proceedings of the City Council of the City of Chicago* ("*Journal*") of such date, the City approved the North Kenwood-Oakland Conservation Plan ("Conservation Plan") for the North Kenwood-Oakland Conservation Area ("Conservation Area"); and

WHEREAS, The City is the owner of the vacant parcel of land commonly known as 4616 South Drexel Boulevard, Chicago, Illinois and legally described on Exhibit A attached hereto (the "Property"), which is located in the Conservation Area; and

WHEREAS, Maktub Chicago Development, L.L.C., an Illinois limited liability company (the "Developer") has submitted a proposal to the Department of Planning and Development (the "Department") to purchase the Property, which has an

appraised fair market value of Four Hundred Seventy-five Thousand Dollars (\$475,000) for Three Hundred Forty-eight Thousand Five Hundred Dollars (\$348,500) and construct on the Property a three and a half (3½) story, eight (8) unit condominium building with eight (8) parking spaces, which shall include one (1) affordable housing unit that shall be sold at a base purchase price (not including upgrades) not to exceed One Hundred Eighty-five Thousand Dollars (\$185,500) to a household having a household income of not more than one hundred percent (100%) of the Chicago area median income (the "Project"), which Project is consistent with the goals and objectives of the Conservation Plan; and

WHEREAS, By Resolution Number 2006-CDC-52, adopted on June 13, 2006, the C.D.C. authorized the Department to advertise its intention to enter into a negotiated sale with the Developer for the redevelopment of the Property, approved the Department's request to advertise for alternative proposals, and approved the sale of the Property to the Developer if no alternative proposals were received; and

WHEREAS, Public notices advertising the Department's intent to enter into a negotiated sale of the Property with the Developer and requesting alternative proposals appeared in the *Chicago Sun-Times* on June 16, 18 and 19, 2006; and

WHEREAS, No alternative proposals were received by the deadline indicated in the aforesaid notices; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The foregoing recitals are hereby adopted as the findings of the City Council.

SECTION 2. The sale of the Property to the Developer for Three Hundred Forty-eight Thousand Five Hundred Dollars (\$348,500) is hereby approved. This approval is expressly conditioned upon the City entering into a redevelopment agreement with the Developer substantially in the form attached hereto as Exhibit B (the "Redevelopment Agreement"). The Commissioner of the Department (the "Commissioner") or a designee of the Commissioner is each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver the Redevelopment Agreement, and such other supporting documents as may be necessary or appropriate to carry out and comply with the provisions of the Redevelopment Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Redevelopment Agreement.

SECTION 3. The Mayor or his proxy is authorized to execute, and the City Clerk or Deputy City Clerk is authorized to attest, a quitclaim deed conveying the Property

to the Developer, or to a land trust of which the Developer is the sole beneficiary, or to an entity of which the Developer is the sole controlling party, subject to those covenants, conditions and restrictions set forth in the Redevelopment Agreement.

SECTION 4. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 5. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 6. This ordinance shall take effect immediately upon its passage and approval.

Exhibits "A" and "B" referred to in this ordinance read as follows:

Exhibit "A".
(To Ordinance)

Legal Description Of Property.

(Subject To Final Survey And Title Commitment)

Commonly Known As:

4616 South Drexel Boulevard
Chicago, Illinois 60653.

Permanent Index Number:

20-02-315-011-0000.

*Exhibit "B".
(To Ordinance)*

*Agreement For The Sale And
Redevelopment Of Land.*

This **AGREEMENT FOR THE SALE AND REDEVELOPMENT OF LAND** ("Agreement") is made on or as of the ___ day of _____, _____, by and between the **CITY OF CHICAGO**, an Illinois municipal corporation ("City"), acting by and through its Department of Planning and Development ("DPD"), having its principal offices at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602 and **MAKTUB CHICAGO DEVELOPMENT, LLC**, an Illinois limited liability company ("Developer") whose offices are located at 4554 South Lake Park Avenue, Chicago, Illinois 60653, Attention: Ghian Forman.

RECITALS

WHEREAS, the Developer desires to purchase from the City the real property commonly known as 4616 South Drexel Boulevard, Chicago, Illinois 60653, which is located within a redevelopment area known as the North Kenwood-Oakland Conservation Area ("Area") and which is legally described on Exhibit A attached hereto and made apart hereof ("Property"); and

WHEREAS, pursuant to an ordinance adopted by the City Council of the City on October 14, 1992, and published at pages 22258 through 22287 in the Journal of the Proceedings of the City Council of such date, the City approved the North Kenwood-Oakland Conservation Plan (the "Plan") for the Area; and

WHEREAS, the Developer intends to construct one (1), 3 ½ story, eight (8) unit, all masonry residential condominium building on the Property, as more fully described on Exhibit B attached hereto ("Improvements" or "Project") which Improvements are consistent with the Plan for the Area; and

WHEREAS, the Developer has agreed to make certain cash payments to the City as partial consideration for the transfer of the Property; and

WHEREAS, as additional consideration for the transfer of the Property, the Developer has agreed to sell one (1) of the condominium units to be constructed on Property for a sum not to exceed One Hundred Eighty-Five Thousand Five Hundred and 00/100 Dollars (\$185,500.00); and

WHEREAS, the City Council by ordinance adopted _____, _____, authorized the sale of the Property to the Developer, subject to the execution, delivery and recording of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. INCORPORATION OF RECITALS.

The recitals set forth above constitute an integral part of this Agreement and are incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the parties.

SECTION 2. SALE AND PURCHASE PRICE.

Subject to the terms, covenants and conditions of this Agreement, the City agrees to sell the Property to Developer, and Developer agrees to purchase the Property from the City, for the sum of Three Hundred Forty-Eight Thousand Five Hundred and 00/100 Dollars (\$348,500.00) ("Purchase Price"), to be paid to the City at the Closing by cashier's or certified check or wire transfer of immediately available funds or such other form of payment as acceptable to the City at its sole discretion, less the Earnest Money (as defined in Section 3.A). Except as specifically provided herein to the contrary, the Developer shall pay all closing costs. The Developer acknowledges that the Purchase Price is approximately One Hundred Twenty-Six Thousand Five Hundred and 00/100 Dollars (\$126,500.00) less than the fair market value of the Property and that the City has only agreed to sell the Property to the Developer for the Purchase Price because the Developer has agreed to execute this Agreement and comply with its terms and conditions, including, without limitation, Section 10.

SECTION 3. EARNEST MONEY AND PERFORMANCE DEPOSIT.

A. **Earnest Money.** Upon execution of this Agreement, the Developer shall deposit with the City the amount of Seventeen Thousand Five Hundred and 00/100 Dollars (\$17,500.00) which will be credited against the Purchase Price ("Earnest Money") at the Closing (as defined in Section 4.D. below).

B. **Performance Deposit.** Upon execution of this Agreement, the Developer shall also deposit with the City an additional amount of Seventeen Thousand Five Hundred and 00/100 Dollars (\$17,500.00) as security for the performance of its obligations of this Agreement ("Performance

Deposit") which will be retained by the City until a Final Certificate of Completion (as described in Section 9 below) has been issued by the City for the Project.

C. Interest. The City will pay no interest to the Developer on the Earnest Money or Performance Deposit.

SECTION 4. CONVEYANCE OF PROPERTY.

A. Form of Deed. The City shall convey the Property to Developer by quitclaim deed ("Deed"), subject to the terms of this Agreement and the following:

- (i) the Plan for the Area;
- (ii) the standard exceptions in an ALTA title insurance policy;
- (iii) general real estate taxes and any special assessments or other taxes;
- (iv) easements, encroachments, covenants and restrictions of record and not shown of record;
- (v) such other title defects as may exist; and
- (vi) any and all exceptions caused by the acts of the Developer or its agents.

B. Title Commitment and Insurance. The Developer acknowledges that the City has delivered to the Developer a commitment for an owner's policy of title insurance from Greater Illinois Title Company ("Title Company") showing the City in title to the Property. Any updated title commitment shall be obtained at Developer's expense. The Developer shall be solely responsible for and shall pay all costs associated with obtaining any title insurance, extended coverage or other endorsements it deems necessary.

C. Survey. The Developer shall be responsible for obtaining, at its sole cost and expense, any survey it deems necessary; provided, however, that in the event such survey discloses any title matters other than the Permitted Exceptions which the Title Company will not remove or insure over to the Developer's reasonable satisfaction prior to the Closing (as defined in Section 4.D below), the Developer may terminate this Agreement by delivery of written notice to the City, in which event the City shall return the Earnest Money and Performance Deposit to the Developer and this Agreement shall be null and void and, except as otherwise specifically provided herein, neither party shall have any further right, duty or obligation hereunder.

D. Closing. The closing of the transaction contemplated by this Agreement ("Closing") shall take place at the downtown offices of the Title Company, 120 N. LaSalle Street, Suite 900,

Chicago, Illinois 60602, on _____, 200__, or on such later date and at such place as the parties mutually agree to in writing (the "Closing Date"); provided, however, notwithstanding the parties' execution of this Agreement, in no event shall the Closing occur (i) unless and until the conditions precedent set forth in Sections 4, 5 and 8 are all satisfied, and (ii) any later than March 31, 2007 (the "Outside Closing Date"). Failure by the Developer to close by the aforementioned Outside Closing Date shall be considered an "Event of Default" as defined in Section 15 below. Notwithstanding the foregoing, the Commissioner of DPD shall have the right to unilaterally extend the Outside Closing Date one time by up to six (6) months for good cause shown.

E. **Building Permits.** The Developer shall apply for all necessary building permits and zoning approvals for the Project no later than fourteen (14) days after the City Council authorizes the sale of the Property and shall deliver evidence of all such permits and approvals to DPD at least fourteen (14) days prior to the Closing.

F. **Real Estate Taxes.** The City shall use reasonable efforts to obtain the waiver of any delinquent real estate tax liens on the Property prior to the Closing, to the extent such tax liens can be waived or released by the City's writing of an abatement letter to the Cook County Treasurer or a motion to vacate a tax sale. If the City is unable to obtain the waiver of any such tax liens, the Developer shall have the option to do one of the following: (i) accept title to the Property subject to the tax liens, without reduction in the Purchase Price; or (ii) terminate this Agreement by delivery of written notice to the City, in which event the City shall return the Earnest Money and Performance Deposit to the Developer and this Agreement shall be null and void. If the Developer elects to close, the Developer shall assume the responsibility for any such delinquent real estate taxes. The Developer shall also be responsible for all taxes accruing after the Closing. Until the City issues a Final Certificate of Completion (as defined in Section 9), the Developer shall notify the City that the real estate taxes have been paid in full within ten (10) days of such payment.

G. **Recording Costs.** The Developer shall pay to record the Deed and this Agreement and any other documents incident to the conveyance of the Property to the Developer.

H. **Escrow.** If the Developer requires conveyance through escrow, Developer shall pay all escrow fees.

I. **Insurance.** The Developer shall procure and maintain or cause to be maintained by its contractors, subcontractors, agents, and/or employees, at all times throughout the term of this Agreement, the following insurance coverages:

- (i) commercial general liability insurance with a combined single limit of not less than \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage liability. Coverages shall include the following: all premises and operations, products/completed operations, independent contractors, separation of insureds, defense, and contractual liability (with no limitation endorsement). The City is to be

named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the Project on the Property.

- (ii) Automobile Liability Insurance (Primary and Umbrella). When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Developer shall provide automobile liability insurance with limits of not less than \$1,000,000.00 per occurrence, for bodily injury and property damage. The City shall be named as an additional insured on a primary non-contributory basis. Any contractors doing environmental remediation work shall endorse their automobile liability insurance policy to include the MSC90 Endorsement.
- (iii) Workers Compensation and Employers Liability Insurance. Workers compensation and employers liability insurance, as prescribed by applicable law covering all employees who are to provide a service under this Agreement and employers liability coverage with limits of not less than \$100,000.00 each accident or illness.

Evidence of such insurance, in the form of an Accord 27 Certificate or actual insurance policy or binder, shall be provided to the City. This Section 4.I. shall survive the Closing.

J. Due Diligence. The Developer shall deliver to DPD at least fourteen (14) days prior to the Closing due diligence searches in its name (UCC, state and federal tax lien, pending litigation and judgment in Cook County and N.D. Ill., and bankruptcy in Cook County and U.S. Bankr. Ct.), showing no unacceptable liens, litigation, judgments or filings, as reasonably determined by the Corporation Counsel.

K. Organization and Authority Documents. The Developer shall deliver to DPD at least fourteen (14) days prior to the Closing certified articles of organization, operating agreement, resolutions authorizing the Developer to enter into this transaction and such other corporate authority and organizational documents as the City may reasonably request.

SECTION 5. PROJECT BUDGET; PROOF OF FINANCING.

The total project budget is currently estimated to be Two Million Five Hundred Eight Thousand Three and 00/100 Dollars (\$2,508,003.00) (the "Preliminary Project Budget"). Not less than thirty (30) days prior to the Closing, the Developer shall submit to DPD for approval a final project budget materially consistent with the Preliminary Project Budget ("Budget") and evidence of equity and loan funds committed and available and adequate to finance the purchase of the Property and the construction of the Improvements. If the Developer fails to provide the City with a Budget or proof of financing to the City's reasonable satisfaction within the time period provided for herein, the City may, at its option, declare this Agreement null and void or delay the Closing until such time as the Developer complies with this Section 5.

SECTION 6. SITE PLANS AND ARCHITECTURAL DRAWINGS.

A. Site Plans. The Developer shall construct the Improvements in accordance with the renderings prepared by Atelier'7, Inc., 3340 Dundee Road, Northbrook, Illinois 60062, dated _____, and the site plans and architectural drawings prepared pursuant thereto, which have been approved by DPD and which are listed on Exhibit C attached hereto and incorporated herein by reference ("Drawings"). Parking spaces shall be made available to the dwelling units as per Exhibit C and shall be included in the purchase price for such units. The Project will comply with Leadership in Energy and Environmental Design (LEED) standards. In addition, the Developer shall comply with the City's Landscape Ordinance and shall install a green roof covering 50% of the net roof area which shall be Energy-Star certified. No material deviation from the Drawings may be made without the prior written approval of DPD, which shall be in DPD's sole discretion. A deviation that changes the square footage of any dwelling unit by more than 5%, changes the number of dwelling units in the Project or changes the basic use of the Property shall be deemed material. In the event the Developer submits and DPD approves revised site plans and/or architectural drawings after the date of this Agreement, the term "Drawings" as used herein shall refer to the revised site plans and/or architectural drawings upon DPD's written approval of the same.

B. Subsidized Units. The Developer shall sell one of the condominium units to be constructed on Property for a sum not to exceed One Hundred Eighty-Five Thousand Five Hundred and 00/100 Dollars (\$185,500.00) to households earning no more than 100% of the median income for the Chicago Primary Metropolitan Statistical Area ("PMSA"). Throughout this Agreement, the above-referenced subsidized unit shall be referred to as "Affordable Unit" and households qualifying for the Affordable Unit shall be referred to as "Qualified Household" or "Qualified Households".

C. Relocation of Utilities, Curb Cuts and Driveways. The Developer shall be solely responsible for and shall pay all costs associated with: (i) the relocation, installation or construction of public or private utilities, curb cuts and driveways; (ii) the repair or reconstruction of any curbs, vaults, sidewalks or parkways required in connection with or damaged as a result of the Developer's redevelopment; (iii) the removal of existing pipes, utility equipment or building foundations; and (iv) the termination of existing water or other services. The City shall have the right to approve any streetscaping, including any paving of sidewalks, landscaping and lighting provided by the Developer as part of the Project.

D. Inspection by the City. During the construction of the Project, the Developer shall permit any duly authorized representative of the City to enter onto the Property and the Developer Parcel for the purpose of determining whether the work is being performed in accordance with the terms of this Agreement and all applicable laws and codes.

E. Barricades and Signs. The Developer shall, at its sole cost and expense, erect and maintain such signs as the City may reasonably require identifying the Property as a City

redevelopment project. Prior to the commencement of any construction activity requiring barricades, the Developer shall install barricades of a type and appearance satisfactory to the City and constructed in compliance with all applicable federal, state and local laws, ordinances and regulations. The City shall have the right to approve the maintenance, appearance, color scheme, painting, nature, type, content and design of all signage and barricades, which approval shall not be unreasonably withheld or delayed. Upon start of construction, and with DPD's consent, a sales trailer may also be erected on the property.

F. Survival. The provisions of this Section 6 shall survive the Closing.

SECTION 7. LIMITED APPLICABILITY.

DPD's approval of the Drawings is for the purposes of this Agreement only and does not constitute the approval required by the City's Department of Construction and Permits ("DCAP") or any other City department; nor does the approval by DPD pursuant to this Agreement constitute an approval of the quality, structural soundness or safety of any improvements located or to be located on the Property or the Developer Parcel. DPD's approval shall be only for the benefit of the Developer and any lienholder authorized by this Agreement.

SECTION 8. COMMENCEMENT AND COMPLETION OF IMPROVEMENTS.

The Closing shall not occur unless and until the Developer is prepared to immediately commence construction of the Improvements. In no instance shall (a) construction commence later than March 31, 2007, or (b) construction be completed later than June 30, 2008. DPD shall have discretion to extend the dates in (a) and (b) by up to six (6) months each (i.e., no more than twelve (12) months in the aggregate) for good cause shown by issuing a written extension letter. The Developer shall give written notice to the City within five (5) days after it commences construction. The Improvements shall be constructed in accordance with the Drawings and all applicable laws, regulations, codes, and recorded encumbrances and restrictions.

SECTION 9. CERTIFICATE OF COMPLETION.

Upon completion of each of the residential units comprising the Project, the Developer shall deliver to the City a notice of closing ("Notice of Closing") in substantially the form attached hereto as Exhibit D. The Notice of Closing must include a Certificate of Substantial Completion from the project architect in substantially the form attached hereto as Exhibit E. Within thirty (30) days after receipt of a Notice of Closing and the accompanying Certificate of Substantial Completion, the City shall inspect the subject unit to determine whether it is substantially complete (i.e., complete except for punch list items) and constructed in accordance with this Agreement, and shall thereafter deliver to the Developer either a Partial Certificate of Completion for the unit ("Partial Certificate of Completion") or a written statement indicating in adequate detail how the Developer has failed to complete the unit in compliance with this Agreement or is otherwise in default, and what measures

or acts are necessary, in the sole opinion of the City, for the Developer to take or perform in order to obtain the Partial Certificate of Completion. If the City requires additional measures or acts to assure compliance, the Developer shall have thirty (30) days to correct any deficiencies and resubmit a Notice of Closing. The Partial Certificate of Completion shall be in recordable form, and shall, upon recording, constitute a conclusive determination of satisfaction and termination of the covenants in this Agreement and the Deed with respect to the Developer's obligations to construct any single dwelling unit. The Partial Certificate of Completion shall not, however, constitute evidence that the Developer has complied with any Laws relating to the construction of the subject unit, nor shall it serve as any guaranty as to the quality of the construction.

Upon completion of the entire Project, the Developer shall deliver to the City a Notice of Closing. The Notice of Closing must include a Certificate of Substantial Completion from the project architect. Within thirty (30) days after receipt of a Notice of Closing and the accompanying Certificate of Substantial Completion, the City shall inspect the entire Project to determine whether it is substantially complete (i.e., complete except for punch list items) and constructed in accordance with this Agreement, and shall thereafter deliver to the Developer either a Final Certificate of Completion ("Final Certificate of Completion") or a written statement indicating in adequate detail how the Developer has failed to complete the unit in compliance with this Agreement or is otherwise in default, and what measures or acts are necessary, in the sole opinion of the City, for the Developer to take or perform in order to obtain the Final Certificate of Completion. If the City requires additional measures or acts to assure compliance, the Developer shall have thirty (30) days to correct any deficiencies and resubmit a Notice of Closing. The Final Certificate of Completion shall be in recordable form, and shall, upon recording, constitute a conclusive determination of satisfaction and termination of the covenants in this Agreement and the Deeds with respect to the Developer's obligations construct the Project. The Final Certificate of Completion shall not, however, constitute evidence that the Developer has complied with any Laws relating to the construction of the Project, nor shall it serve as any guaranty as to the quality of the construction. Upon recordation of a Final Certificate of Completion for the Project and the sale of all Affordable Units to Qualified Households in accordance with Section 10.C hereof, the City shall return the Performance Deposit to the Developer.

SECTION 10. RESTRICTIONS ON USE.

The Developer agrees that it:

- A. Shall devote the Property to a use approved by Plan until October 14, 2032.
- B. Shall not discriminate based upon race, color, religion, sex, national origin or ancestry, military status, sexual orientation, gender identity, source of income, age, handicap or disability, in the sale of the Property or the dwelling units comprising the Improvements to be constructed on the Property. This covenant shall have no expiration date.

C. Shall develop and sell the Affordable Unit in accordance with the following provisions:

- (i) The Developer shall design and construct the Affordable Unit comparably to the market-rate units in the Project. The purchase price for the Affordable Unit shall not exceed One Hundred Eighty-Five Thousand Five Hundred and 00/100 Dollars (\$185,500.00) per unit, excluding any upgrades selected by the unit purchaser.
- (ii) The Developer shall sell the Affordable Unit to Qualified Households, as per Section 6.B above. The Developer shall attach the Mortgage (as hereinafter defined) as an exhibit to the purchase agreement for the Affordable Unit and such purchase agreement shall advise the purchaser of its obligation to execute such mortgage at the closing for the purchase of such Affordable Unit.
- (iii) The City must approve the income eligibility of the buyer of the Affordable Unit to confirm that the buyer is a Qualified Household. Toward this end, the Developer shall deliver to DPD any information required by DPD in order to determine the buyers income eligibility. DPD shall have ten (10) business days from the date of receipt of a "complete information package" to qualify buyers. A "complete information package" shall include, by means of illustration and not limitation, the fully-executed real estate sales contract, the W-2 forms from the buyer's employers, U.S. 1040 income tax returns from the previous two (2) years, an affidavit or verification from the buyer with regard to household size, and the employer verification form utilized by the Federal National Mortgage Association ("Fannie Mae"). The City shall not issue a Partial Certificate of Completion for the Affordable Unit until it has reviewed and approved said documentation.
- (iv) At the closing of the Affordable Unit, the Developer shall require the buyer to execute an Affidavit in substantially the form attached hereto as Exhibit F and a Mortgage, Security and Recapture Agreement ("Mortgage") in substantially the form attached hereto as Exhibit G, securing the difference between the market rate sales price for a similar type of unit and the sales price for the Affordable Unit in favor of the City to be dated as of the date of the closing. The Mortgage shall have a term of thirty (30) years commencing on the date of closing in an amount representing the difference between the market rate sales price for a similar type of unit and the sales price for the Affordable Unit. The indebtedness subject to recapture under the Mortgage shall be due and payable by the Affordable Unit buyer if, during the Mortgage Term, the Affordable Unit buyer sells the Affordable Unit for an amount that renders the Affordable Unit not affordable or to a buyer who does not meet the income eligibility requirements set forth herein. The Mortgage shall also be due and payable if the Affordable Unit buyer leases the Affordable Unit or refinances its first mortgage in an amount greater than the initial principal indebtedness secured thereby, or obtains home equity or other financing secured by the Affordable Unit which,

when added to the then-outstanding balance of such first mortgage, exceeds the original principal amount of such first mortgage indebtedness. The City, in its sole discretion, shall have the right to waive or modify such mandatory pre-payment provisions in the event the enforcement thereof would be inequitable or cause undue hardship. The Mortgage shall be subordinate to the lien in favor of the permanent lender, if any.

The Developer acknowledges and agrees that the use restrictions set forth in this Section 10 constitute material, bargained for consideration for the City and are intended to further the public policy of creating long-term affordable housing, and that, but for such use and affordability restrictions, the City would not have agreed to convey the Property to the Developer.

SECTION 11. PROHIBITION AGAINST TRANSFER OF PROPERTY.

Prior to the issuance of the Final Certificate of Completion, the Developer may not, without the prior written consent of DPD, which consent shall be in DPD's sole discretion: (a) directly or indirectly sell or convey (except for the sale and conveyance of the residential units to bona fide purchasers) the Property or any part thereof or any interest therein or the Developer's controlling interests therein; or (b) directly or indirectly assign this Agreement. If the Developer is a business entity, no principal party of the Developer (e.g., a general partner, member, manager or shareholder) may sell, transfer or assign any of its interest in the Developer prior to the issuance of the Final Certificate of Completion to anyone other than another principal party of the Developer without the prior written consent of DPD, which consent shall be in DPD's sole discretion. The Developer must disclose the identity of all members to the City at the time such members obtain an interest in the Developer. In the event of a proposed sale (except for the sale and conveyance of the residential units to private purchasers), the Developer shall provide DPD copies of any and all sales contracts, legal descriptions, descriptions of intended use, certifications from the proposed buyer regarding this Agreement and such other information as the City may reasonably request. The proposed buyer must be qualified to do business with the City (including, without limitation, the anti-scofflaw requirement).

SECTION 12. LIMITATION UPON ENCUMBRANCE OF PROPERTY.

Except as otherwise provided herein, prior to the issuance of the Final Certificate of Completion, the Developer shall not, without DPD's prior written consent, which shall be in DPD's sole discretion, engage in any financing or other transaction which creates an encumbrance or lien on the Property, except for the initial construction financing approved by DPD pursuant to Section 5.

SECTION 13. MORTGAGEES NOT OBLIGATED TO CONSTRUCT.

Notwithstanding any other provision of this Agreement or of the Deed, the holder of any mortgage on the Property authorized by Section 12 of this Agreement shall not itself be obligated

to construct or complete the Improvements but shall be bound by the covenants running with the land specified in Section 14 and, at Closing, shall execute a subordination agreement to such effect. If any such mortgagee succeeds to the Developer's interest in the Property prior to issuance of a Final Certificate of Completion, whether by foreclosure, deed-in-lieu of foreclosure or otherwise, and thereafter transfers its interest in the Property to another party, such transferee shall be obligated to complete the Improvements, and shall also be bound by the other covenants running with the land specified in Section 14.

SECTION 14. COVENANTS RUNNING WITH THE LAND.

The parties agree, and the Deed shall so expressly provide, that the covenants provided in Sections 8, 10, 11 and 12 will be covenants running with the land, binding on the Developer and its successors and assigns (subject to the limitation set forth in Section 13 above as to any permitted mortgagee) to the fullest extent permitted by law and equity for the benefit and in favor of the City, and shall be enforceable by the City. The covenants provided in Sections 8, 11 and 12 shall terminate for each of the dwelling units comprising the Project upon the issuance of the Partial Certificate of Completion for such unit and the subsequent sale of such unit to a bon fide purchaser. The covenants provided in Section 10 shall expire as set forth in said Section 10. The covenants provided in Sections 8, 11 and 12 shall terminate for any portions of the Project for which Partial Certificates of Completion have not been issued upon the issuance of the Final Certificate of Completion

SECTION 15. PERFORMANCE AND BREACH.

A. Time of the Essence. Time is of the essence in the Developer's performance of its obligations under this Agreement.

B. Permitted Delays. The Developer shall not be considered in breach of its obligations under this Agreement in the event of a delay due to unforeseeable causes beyond the Developer's control and without the Developer's fault or negligence, including, without limitation, acts of God, acts of the public enemy, acts of the United States government, fires, floods, epidemics, quarantine restrictions, strikes, embargoes and unusually severe weather or delays of subcontractors due to such causes. The time for the performance of the obligations shall be extended only for the period of the delay and only if the Developer requests an extension in writing within twenty (20) days after the beginning of any such delay.

C. Cure. If the Developer defaults in the performance of its obligations under this Agreement, the Developer shall have sixty (60) days after written notice of default from the City to cure the default, or such longer period as shall be reasonably necessary to cure such default provided the Developer promptly commences such cure and thereafter diligently pursues such cure to completion (so long as continuation of the default does not create material risk to the Project or to persons using the Project). If the default is not cured in the time period provided for herein, the City may institute such proceedings at law or in equity as may be necessary or desirable in its sole discretion to cure and remedy the default, including, without limitation, proceedings to compel

specific performance. Notwithstanding the preceding two sentences, no notice or cure period shall apply to defaults under Sections 15.D.(iv), (vi) and (ix). Any default under Sections 15.D.(iv), (vi), and (ix) shall constitute an immediate "Event of Default" and shall entitle the City to terminate this Agreement, retain the Earnest Money and Performance Deposit, and exercise such other remedies at law and at equity as may be available to recover the City's land write-down subsidy and attain the City's affordable housing objectives.

D. Default. The occurrence of any one or more of the following shall constitute an "Event of Default" under this Agreement:

- (i) The Developer fails to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations under this Agreement; or
- (ii) The Developer makes or furnishes a warranty, representation, statement or certification to the City (whether in this Agreement, an Economic Disclosure Form, or another document) which is not true and correct; or
- (iii) A petition is filed by or against the Developer under the Federal Bankruptcy Code or any similar state or federal law, whether now or hereafter existing, which is not vacated, stayed or set aside within thirty (30) days after filing; or
- (iv) The Developer abandons or substantially suspends construction of the Improvements; or
- (v) The Developer fails to timely pay real estate taxes or assessments affecting the Property or suffers or permits any levy or attachment, material suppliers' or mechanics' lien, or any other lien or encumbrance unauthorized by this Agreement to attach to the Property; or
- (vi) The Developer makes an assignment, pledge, unpermitted financing, encumbrance, transfer or other disposition in violation of this Agreement; or
- (vii) There is a change in Developer's financial condition or operations that would materially affect the Developer's ability to complete the Improvements; or
- (viii) The Developer fails to comply with the terms of any other written agreement entered into with the City with respect to the Project; or
- (ix) The Developer fails to close by the Outside Closing Date.

E. Prior to Closing. If an Event of Default occurs prior to the Closing, the City may terminate this Agreement and retain the Earnest Money and Performance Deposit as liquidated damages.

F. After Closing. If an Event of Default occurs after the Closing but prior to the issuance of the Final Certificate of Completion for the Project, and the default is not cured in the time period provided for herein, the City may exercise any and all remedies available to it at law or in equity, including, without limitation, the right to re-enter and take possession of the Property, terminate the estate conveyed to the Developer, and re-vest title to the Property in the City; provided, however, the re-vesting of title in the City shall be subject to, limited by, and shall not defeat, render invalid, or limit in any way, the lien of any mortgage authorized by this Agreement. Notwithstanding the foregoing, after the issuance of a Partial Certificate of Completion for any individual dwelling unit, the City's right of reverter shall no longer be enforceable with respect to that unit, but the City shall be entitled to all other remedies, including, without limitation, specific enforcement of the covenants that run with the land. The Commissioner of DPD, at her sole discretion, may amend the terms of this Section 15.F.

G. Resale of the Property. Upon the re-vesting in the City of title to the Property as provided in Section 15.F., the City shall employ its best efforts to convey the Property (subject to any first mortgage lien described in this Section 15) to a qualified and financially responsible party (reasonably acceptable to the first mortgagee) who shall assume the obligation of completing the construction of the Improvements or such other improvements as shall be satisfactory to the City, and complying with the covenants that run with the land, as specified in Section 14.

H. Disposition of Resale Proceeds. If the City sells the Property as provided for in Section 15.G., the proceeds from the sale shall be utilized to reimburse the City for:

- (i) costs and expenses incurred by the City (including, without limitation, salaries of personnel) in connection with the recapture, management and resale of the Property (less any income derived by the City from the Property in connection with such management); and
- (ii) all unpaid taxes, assessments, and water and sewer charges assessed against the Property; and
- (iii) any payments made (including, without limitation, reasonable attorneys' fees and court costs) to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of the Developer; and
- (iv) any expenditures made or obligations incurred by the City with respect to construction or maintenance of the Improvements; and

- (v) the fair market value of the land comprising the Property (without any Improvements or partially constructed Improvements thereon) as determined by such sale, less the Purchase Price previously paid to the City on the Closing Date;
- (vi) any other amounts owed to the City by the Developer.

The Developer shall be entitled to receive any remaining proceeds up to the amount of the Developer's equity investment in the Property.

In addition to, and without in any way limiting the City's rights under this Section 15, the City shall have the right to retain the Performance Deposit in the event of a default by the Developer.

I. Waiver and Estoppel. Any delay by the City in instituting or prosecuting any actions or proceedings or otherwise asserting its rights shall not operate as a waiver of such rights or operate to deprive the City of or limit such rights in any way. No waiver made by the City with respect to any specific default by the Developer shall be construed, considered or treated as a waiver of the rights of the City with respect to any other defaults of the Developer.

J. No Remedies Against Bona Fide Purchasers. Notwithstanding anything in this Section 15 or otherwise, the City shall have no rights or remedies against a buyer of a dwelling unit, or against such dwelling unit, after the sale of such unit to such buyer except such rights as may be secured by the Mortgage in the case of a purchaser of an Affordable Unit. By operation of this Section 15.J., each dwelling unit shall be released from the encumbrance of this Agreement at the time of such unit's sale to a bona fide purchaser.

SECTION 16. CONFLICT OF INTEREST; CITY'S REPRESENTATIVES NOT INDIVIDUALLY LIABLE.

The Developer warrants that no agent, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement or the Property, nor shall any such agent, official or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any entity or association in which he or she is directly or indirectly interested. No agent, official or employee of the City shall be personally liable to the Developer or any successor in interest in the event of any default or breach by the City or for any amount which may become due to the Developer or successor or on any obligation under the terms of this Agreement.

SECTION 17. INDEMNIFICATION.

The Developer agrees to indemnify, defend and hold the City harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including,

without limitation, reasonable attorneys' fees and court costs) suffered or incurred by the City arising from or in connection with: (a) the failure of the Developer to perform its obligations under this Agreement; (b) the failure of the Developer or any contractor to pay contractors, subcontractors or material suppliers in connection with the construction of the Improvements; (c) any material misrepresentation or omission in the Plan which is the result of information supplied or omitted by the Developer or agents, employees, contractors or other persons acting under the control or at the request of Developer; (d) the failure of the Developer to redress any misrepresentations or omissions in this Agreement or any other agreement relating hereto; and (e) any activity undertaken by the Developer on the Property prior to or after the Closing. This indemnification shall survive the Closing or any termination of this Agreement (regardless of the reason for such termination).

SECTION 18. ENVIRONMENTAL MATTERS.

A. "As Is" Sale. The City makes no covenant, representation or warranty as to the environmental condition of the Property or the suitability of the Property for any purpose whatsoever, and the Developer agrees to accept the Property "as is."

B. Right of Entry. It shall be the responsibility of the Developer, at its sole cost and expense, to investigate and determine the soil and environmental condition of the Property. The Developer shall have the right to request a right of entry for the purpose of conducting environmental tests on the Property. If the Developer makes such a request within thirty (30) days after the date of this Agreement, the City shall grant the Developer the right to enter the Property for a period of thirty (30) days (the "Inspection Period") pursuant to a Right of Entry Agreement in form and substance acceptable to the City. The granting of the right of entry shall be contingent upon the Developer obtaining all necessary permits and the following types and amounts of insurance: (i) commercial general liability insurance with a combined single limit of not less than \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage liability with the City named as an additional insured; (ii) automobile liability insurance with a combined single limit of not less than \$1,000,000.00 per occurrence for bodily injury and property damage; and (iii) worker's compensation and occupational disease insurance in statutory amounts covering all employees and agents who are to do any work on the Property. All insurance policies shall be from insurance companies authorized to do business in the State of Illinois, and shall remain in effect until completion of all environmental testing activity on the Property. The Developer shall deliver duplicate policies or certificates of insurance to the City prior to commencing any activity on the Property. The Developer expressly understands and agrees that any coverage and limits furnished by the Developer shall in no way limit the Developer's liabilities and responsibilities set forth in this Agreement.

The Developer agrees to carefully inspect the Property prior to the commencement of any activity on the Property to make sure that such activity shall not damage surrounding property, structures, utility lines or any subsurface lines or cables. The Developer shall be solely responsible for the safety and protection of the public. The City reserves the right to inspect any work being

done on the Property. The Developer's activities on the Property shall be limited to those reasonably necessary to perform the environmental testing. Upon completion of the work, the Developer agrees to restore the Property to its original condition. The Developer shall keep the Property free from any and all liens and encumbrances arising out of any work performed, materials supplied or obligations incurred by or for the Developer, and agrees to indemnify and hold the City harmless against any such liens. The foregoing indemnification shall survive the Closing or any termination of this Agreement (regardless of the reason for such termination).

The Developer agrees to deliver to the City a copy of each report prepared by or for the Developer regarding the environmental condition of the Property within fourteen (14) days after receipt. If, prior to the Closing, the Developer's environmental consultant determines that contamination exists on the Property to such an extent that the parties agree that the estimated cost of remediation (such estimated cost being determined by the consultant) is too excessive for the Developer, the Developer may declare this Agreement null and void by giving written notice thereof to the City within thirty (30) days after the expiration of the Inspection Period, whereupon the City shall return the Earnest Money and Performance Deposit to the Developer. The Developer agrees that it will not exercise its right to terminate this Agreement until the City has reviewed all reports concerning the condition of the Property and the parties have had an opportunity to try to resolve the issue. If the Developer elects not to terminate this Agreement pursuant to this Section 18, Developer shall be deemed satisfied with the condition of the Property.

If, after the Closing, the environmental condition of the Property is not in all respects entirely suitable for its intended use, it shall be the Developer's sole responsibility and obligation to take such action as is necessary to put the Property in a condition which is suitable for its intended use. The Developer hereby waives, releases and indemnifies the City from any claims and liabilities relating to or arising from the environmental condition of the Property, including, without limitation, claims arising under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA"), and shall undertake and discharge all liabilities of the City arising from any environmental condition which existed on the Property prior to the Closing, including, without limitation, liabilities arising under CERCLA. The provisions of this paragraph shall survive the Closing or any termination of this Agreement (regardless of the reason for such termination).

The Developer hereby acknowledges that, in purchasing the Property, Developer is relying solely upon its environmental due diligence activities and not upon any information (including, without limitation, environmental studies or reports of any kind) provided by or on behalf of the City or its agents or employees with respect thereto.

SECTION 19. DEVELOPER'S EMPLOYMENT OBLIGATIONS.

A. **Employment Opportunity.** The Developer agrees, and shall contractually obligate its various contractors, subcontractors and any affiliate of the Developer operating on the Property and the Developer Parcel (collectively, the "Employers" and individually, an "Employer") to agree that

with respect to the provision of services in connection with the construction of the Improvements or occupation of the Property or the Developer Parcel during the construction period:

- (i) Neither the Developer nor any Employer shall discriminate against any employee or applicant for employment based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, gender identity, military discharge status, marital status, parental status or source of income as defined in the City of Chicago Human Rights Ordinance, Section 2-160-010 et seq. of the Municipal Code of Chicago, as amended from time to time (the "Human Rights Ordinance"). The Developer and each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, gender identity, military discharge status, marital status, parental status or source of income and are treated in a non-discriminatory manner with regard to all job-related matters, including, without limitation: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Developer and each Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. In addition, the Developer and each Employer, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, gender identity, military discharge status, marital status, parental status or source of income.
- (ii) To the greatest extent feasible, the Developer and each Employer shall present opportunities for training and employment of low and moderate income residents of the City, and provide that contracts for work in connection with the construction of the Improvements be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the City.
- (iii) The Developer and each Employer shall comply with all federal, state and local equal employment and affirmative action statutes, rules and regulations, including, without limitation, the Human Rights Ordinance, and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1993), and any subsequent amendments and regulations promulgated thereto.
- (iv) The Developer, in order to demonstrate compliance with the terms of this Section, shall cooperate with and promptly and accurately respond to inquiries by the City, which has the responsibility to observe and report compliance with equal employment opportunity regulations of federal, state and municipal agencies.

- (v) The Developer and each Employer shall include the foregoing provisions of subparagraphs (i) through (iv) in every contract entered into in connection with the construction of the Improvements, and shall require inclusion of these provisions in every subcontract entered into by any subcontractors, and every agreement with any affiliate operating on the Property or the Developer Parcel, so that each such provision shall be binding upon each contractor, subcontractor or affiliate, as the case may be.
- (vi) Failure to comply with the employment obligations described in this Section 19.A. shall be a basis for the City to pursue remedies under the provisions of Section 15.

B. City Resident Employment Requirement. The Developer agrees, and shall contractually obligate each Employer to agree, that during the construction of the Improvements, it and they shall comply with the minimum percentage of total worker hours performed by actual residents of the City of Chicago as specified in Section 2-92-330 of the Municipal Code of Chicago (at least fifty percent of the total worker hours worked by persons on the construction of the Improvements shall be performed by actual residents of the City of Chicago); provided, however, that in addition to complying with this percentage, the Developer and each Employer shall be required to make good faith efforts to utilize qualified residents of the City of Chicago in both unskilled and skilled labor positions.

The Developer and the Employers may request a reduction or waiver of this minimum percentage level of Chicagoans as provided for in Section 2-92-330 of the Municipal Code of Chicago in accordance with standards and procedures developed by the Purchasing Agent of the City of Chicago.

“Actual residents of the City of Chicago” shall mean persons domiciled within the City of Chicago. The domicile is an individual's one and only true, fixed and permanent home and principal establishment.

The Developer and the Employers shall provide for the maintenance of adequate employee residency records to ensure that actual Chicago residents are employed on the construction of the Improvements. The Developer and the Employers shall maintain copies of personal documents supportive of every Chicago employee's actual record of residence.

Weekly certified payroll reports (U.S. Department of Labor Form WH-347 or equivalent) shall be submitted to the Commissioner of the City of Chicago Department of Housing (“DOH”) in triplicate, which shall identify clearly the actual residence of every employee on each submitted certified payroll. The first time that an employee's name appears on a payroll, the date that the company hired the employee should be written in after the employee's name.

The Developer and the Employers shall provide full access to their employment records to the Chief Procurement Officer, the Commissioner of DOH, the Superintendent of the Chicago Police Department, the Inspector General, or any duly authorized representative thereof. The Developer and the Employers shall maintain all relevant personnel data and records for a period of at least three (3) years from and after the issuance of the Final Certificate of Completion.

At the direction of DOH, the Developer and the Employers shall provide affidavits and other supporting documentation to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.

Good faith efforts on the part of the Developer and the Employers to provide work for actual Chicago residents (but not sufficient for the granting of a waiver request as provided for in the standards and procedures developed by the Chief Procurement Officer) shall not suffice to replace the actual, verified achievement of the requirements of this Section concerning the worker hours performed by actual Chicago residents.

If the City determines that the Developer or an Employer failed to ensure the fulfillment of the requirements of this Section concerning the worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this Section. If such non-compliance is not remedied in accordance with the breach and cure provisions of Section 15.C., the parties agree that 1/20 of 1 percent (.05%) of the aggregate hard construction costs set forth in the Budget shall be surrendered by the Developer and for the Employers to the City in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly shall result in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the categories. The willful falsification of statements and the certification of payroll data may subject the Developer and/or the other Employers or employees to prosecution.

Nothing herein provided shall be construed to be a limitation upon the "Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity, Executive Order 11246" and "Standard Federal Equal Employment Opportunity, Executive Order 11246," or other affirmative action required for equal opportunity under the provisions of this Agreement.

The Developer shall cause or require the provisions of this Section 19.B. to be included in all construction contracts and subcontracts related to the construction of the Improvements.

C. Developer's MBE/WBE Commitment. The Developer agrees for itself and its successors and assigns, and, if necessary to meet the requirements set forth herein, shall contractually obligate the general contractor to agree that during the construction of the Project:

- (i) Consistent with the findings which support, as applicable, (a) the Minority-Owned and Women-Owned Business Enterprise Procurement Program, Section 2-92-420 et seq., Municipal Code of Chicago (the "Procurement Program"), and (b) the Minority- and Women-Owned Business Enterprise Construction Program, Section 2-92-650 et seq., Municipal Code of Chicago (the "Construction Program," and collectively with the Procurement Program, the "MBE/WBE Program"), and in reliance upon the provisions of the MBE/WBE Program to the extent contained in, and as qualified by, the provisions of this Section 19.C., during the course of the Project, the following percentages of the MBE/WBE Budget (as set forth in Exhibit H hereto) shall be expended for contract participation by minority-owned businesses ("MBEs") and by women-owned businesses ("WBEs"): (1) At least 24% by MBEs; and (2) At least 4% by WBEs.
- (ii) For purposes of this Section 19.C. only:
 - (a) The Developer (and any party to whom a contract is let by the Developer in connection with the Project) shall be deemed a "contractor" and this Agreement (and any contract let by the Developer in connection with the Project) shall be deemed a "contract" or a "construction contract" as such terms are defined in Sections 2-92-420 and 2-92-670, Municipal Code of Chicago, as applicable.
 - (b) The term "minority-owned business" or "MBE" shall mean a business identified in the Directory of Certified Minority Business Enterprises published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a minority-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.
 - (c) The term "women-owned business" or "WBE" shall mean a business identified in the Directory of Certified Women Business Enterprises published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a women-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.
- (iii) Consistent with Sections 2-92-440 and 2-92-720, Municipal Code of Chicago, the Developer's MBE/WBE commitment may be achieved in part by the Developer's status as an MBE or WBE (but only to the extent of any actual work performed on the Project by the Developer) or by a joint venture with one or more MBEs or WBEs (but only to the extent of the lesser of (a) the MBE or WBE participation in such joint venture, or (b) the amount of any actual work performed on the Project by the MBE or WBE); by the Developer utilizing a MBE or a WBE as the general contractor (but

only to the extent of any actual work performed on the Project by the general contractor); by subcontracting or causing the general contractor to subcontract a portion of the construction of the Project to one or more MBEs or WBEs; by the purchase of materials or services used in the construction of the Project from one or more MBEs or WBEs; or by any combination of the foregoing. Those entities which constitute both a MBE and a WBE shall not be credited more than once with regard to the Developer's MBE/WBE commitment as described in this Section 19.C. In accordance with Section 2-92-730, Municipal Code of Chicago, the Developer shall not substitute any MBE or WBE general contractor or subcontractor without the prior written approval of DOH.

- (iv) The Developer shall deliver quarterly reports to the City's monitoring staff during the Project describing its efforts to achieve compliance with this MBE/WBE commitment. Such reports shall include, inter alia, the name and business address of each MBE and WBE solicited by the Developer or the general contractor to work on the Project, and the responses received from such solicitation, the name and business address of each MBE or WBE actually involved in the Project, a description of the work performed or products or services supplied, the date and amount of such work, product or service, and such other information as may assist the City's monitoring staff in determining the Developer's compliance with this MBE/WBE commitment. The Developer shall maintain records of all relevant data with respect to the utilization of MBEs and WBEs in connection with the Project for at least five years after completion of the Project, and the City's monitoring staff shall have access to all such records maintained by the Developer, on five business days notice, to allow the City to review the Developer's compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the Project.
- (v) Upon the disqualification of any MBE or WBE general contractor or subcontractor, if such status was misrepresented by the disqualified party, the Developer shall be obligated to discharge or cause to be discharged the disqualified general contractor or subcontractor, and, if possible, identify and engage a qualified MBE or WBE as a replacement. For purposes of this subsection (v), the disqualification procedures are further described in Sections 2-92-540 and 2-92-730, Municipal Code of Chicago, as applicable.
- (vi) Any reduction or waiver of the Developer's MBE/WBE commitment as described in this Section 19.C. shall be undertaken in accordance with Sections 2-92-450 and 2-92-730, Municipal Code of Chicago, as applicable.
- (vii) Prior to the commencement of the Project, the Developer shall meet with the City's monitoring staff with regard to the Developer's compliance with its obligations under

this Section 19.C. The general contractor and all major subcontractors shall be required to attend this pre-construction meeting. During said meeting, the Developer shall demonstrate to the City's monitoring staff its plan to achieve its obligations under this Section 19.C., the sufficiency of which shall be approved by the City's monitoring staff. During the Project, the Developer shall submit the documentation required by this Section 19.C. to the City's monitoring staff, including the following: (a) MBE/WBE utilization plan and record; (b) subcontractor's activity report; (c) contractor's certification concerning labor standards and prevailing wage requirements; (d) contractor letter of understanding; (e) monthly utilization report; (f) authorization for payroll agent; (g) certified payroll; (h) evidence that MBE/WBE contractor associations have been informed of the Project via written notice and hearings; and (i) evidence of compliance with job creation requirements. Failure to submit such documentation on a timely basis, or a determination by the City's monitoring staff, upon analysis of the documentation, that the Developer is not complying with its obligations under this Section 19.C., shall, upon the delivery of written notice to the Developer, be deemed an Event of Default. Upon the occurrence of any such Event of Default, in addition to any other remedies provided in this Agreement, the City may: (1) issue a written demand to the Developer to halt the Project, (2) withhold any further payment of any city funds to the Developer or the general contractor, or (3) seek any other remedies against the Developer available at law or in equity.

SECTION 20. PROVISIONS NOT MERGED WITH DEED.

The provisions of this Agreement shall not be merged with the Deed, and the delivery of the Deed shall not be deemed to affect or impair the provisions of this Agreement.

SECTION 21. HEADINGS.

The headings of the various sections of this Agreement have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending, or affecting in any way the express terms and provisions hereof.

SECTION 22. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement between the parties and supersedes and replaces completely any prior agreements between the parties with respect to the subject matter hereof. This Agreement may not be modified or amended in any manner other than by supplemental written agreement executed by the parties.

SECTION 23. SEVERABILITY.

If any provision of this Agreement, or any paragraph, sentence, clause, phrase or word, or the application thereof, is held invalid, the remainder of this Agreement shall be construed as if such invalid part were never included and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

SECTION 24. NOTICES.

Any notice, demand or communication required or permitted to be given hereunder shall be given in writing at the addresses set forth below by any of the following means: (a) personal service; (b) facsimile; (c) overnight courier; or (d) registered or certified first class mail, postage prepaid, return receipt requested:

If to the City: City of Chicago
 Department of Planning and Development
 121 North LaSalle Street, Room 1000
 Chicago, Illinois 60602

With a copy to: City of Chicago
 Department of Law
 121 North LaSalle Street, Room 600
 Chicago, Illinois 60602
 Attn: Real Estate Division

If to the Developer: Maktub Chicago Development, LLC
 4554 South Lake Park Avenue
 Chicago, Illinois 60653
 Attn.: Ghian Forman

Any notice, demand or communication given pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon confirmed transmission by facsimile, respectively, provided that such facsimile transmission is confirmed as having occurred prior to 5:00 p.m. on a business day. If such transmission occurred after 5:00 p.m. on a business day or on a non-business day, it shall be deemed to have been given on the next business day. Any notice, demand or communication given pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier. Any notice, demand or communication sent pursuant to clause (d) shall be deemed received three (3) business days after mailing. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, demands or communications shall be given.

SECTION 25. ORGANIZATION AND AUTHORITY.

The Developer represents and warrants that it is a duly organized and validly existing limited liability company under the laws of the State of Illinois, with full power and authority to acquire, own and redevelop the Property, and that the person signing this Agreement on behalf of the Developer has the authority to do so.

SECTION 26. SUCCESSORS AND ASSIGNS.

Except as otherwise provided in this Agreement, the terms and conditions of this Agreement shall apply to and bind the successors and assigns of the parties.

SECTION 27. RECORDATION OF AGREEMENT.

This Agreement shall be recorded at the Office of the Cook County Recorder of Deeds prior to or as part of the Closing. The Developer shall pay the recording fees.

SECTION 28. EXHIBITS.

All exhibits referred to herein and attached hereto shall be deemed part of this Agreement.

SECTION 29. COUNTERPARTS.

This Agreement may be executed in counterparts, each of which shall constitute an original instrument.

SECTION 30. PATRIOT ACT CERTIFICATION.

Neither Developer nor any Affiliate thereof is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List

As used in the above paragraph, an "Affiliate" shall be deemed to be a person or entity related to Developer that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with Developer, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

SECTION 31. BUSINESS RELATIONSHIPS.

The Developer acknowledges (A) receipt of a copy of Section 2-156-030 (b) of the Municipal Code of Chicago, (B) that it has read such provision and understands that pursuant to such Section 2-156-030 (b) it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (c) that a violation of Section 2-156-030 (b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Agreement and the transactions contemplated hereby. The Developer hereby represents and warrants that, to the best of its knowledge after due inquiry, no violation of Section 2-156-030 (b) has occurred with respect to this Agreement or the transaction contemplated hereby.

SECTION 32. PROHIBITION ON CERTAIN CONTRIBUTIONS - MAYORAL EXECUTIVE ORDER NO. 05-1.

Consistent with the intent of Mayoral Executive Order No. 05-1, compliance with the substance of which is intended by this Section 32, the Developer hereby agrees that the Developer, any person or entity who directly or indirectly has an ownership or beneficial interest in the Developer of more than 7.5 percent, the General Partner or Managing Member, any person or entity who directly or indirectly has an ownership or beneficial interest in the General Partner or Managing Member of more than 7.5 percent, Owner, any person or entity who directly or indirectly has an ownership, beneficial or other controlling interest in Owner of more than 7.5 percent (collectively, "Controlling Owners"), spouses and domestic partners of such Controlling Owners, (collectively, all the preceding classes of persons and entities are hereinafter referred to as the "Ownership Parties") shall not make a contribution of any amount to the Mayor of the City ("Mayor") or to his political fundraising committee (i) after execution of this Agreement by the Developer, and (ii) while this Agreement or any Other Contract is executory, (iii) during the term of this Agreement or any Other Contract between the Developer and the City, or (iv) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

The Developer hereby agrees to require that the General Contractor, any person or entity who directly or indirectly has an ownership or beneficial interest in the General Contractor of more than 7.5 percent, any Subcontractor, any person or entity who directly or indirectly has an ownership or beneficial interest in any Subcontractor of more than 7.5 percent (collectively, "Interested Parties"), and spouses and domestic partners of such Interested Parties (collectively, all the preceding classes of persons and entities are hereinafter referred to, together with the Ownership Parties, as the "Identified Parties") shall not make a contribution of any amount to the Mayor or to his political fundraising committee (i) after execution of this Agreement by the Developer, and (ii) while the

Construction Contract or any Subcontract is executory, (iii) during the term of the Construction Contract or any Subcontract, or (iv) during any period while an extension of the Construction Contract or any Subcontract is being sought or negotiated.

The Developer represents and warrants that as of the later of (i) February 10, 2005, or (ii) the date that the City approached the Developer, or the Developer approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

The Developer agrees that it shall not and it shall require all other Identified Parties to not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

The Developer agrees that it must not and it shall require all other Identified Parties to not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 05-1 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 05-1. The Developer shall impose the restrictions of this Section 32 in the Construction Contract and shall specifically require the General Contractor to impose the restrictions of this Section 32 in all Subcontracts.

The Developer agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 05-1 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Agreement, and under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

For purposes of this provision:

"Bundle" means to collect contributions from more than one source that are then delivered by one person to the Mayor or to his political fundraising committee.

"Other Contract" means any other agreement with the City to which the Developer is a party that is (i) formed under the authority of Chapter 2-92 of the Municipal Code of Chicago; (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the City Council.

"Contribution" means a "political contribution" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

Individuals are "Domestic Partners" if they satisfy the following criteria:

- (A) they are each other's sole domestic partner, responsible for each other's common welfare; and
- (B) neither party is married; and
- (C) the partners are not related by blood closer than would bar marriage in the State of Illinois; and
- (D) each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and
- (E) two of the following four conditions exist for the partners:
 - 1. The partners have been residing together for at least 12 months.
 - 2. The partners have common or joint ownership of a residence.
 - 3. The partners have at least two of the following arrangements:
 - a. joint ownership of a motor vehicle;
 - b. a joint credit account;
 - c. a joint checking account;
 - d. a lease for a residence identifying both domestic partners as tenants.
 - 4. Each partner identifies the other partner as a primary beneficiary in a will.

"Political fundraising committee" means a "political fundraising committee" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

SECTION 33. WASTE ORDINANCE PROVISIONS.

In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, the Developer warrants and represents that it, and to the best of its knowledge, its contractors and subcontractors, have not violated and are not in violation of the following sections of the Code (collectively, the "Waste Sections"):

- 7-28-390 Dumping on public way;
- 7-28-440 Dumping on real estate without permit;
- 11-4-1410 Disposal in waters prohibited;
- 11-4-1420 Ballast tank, bilge tank or other discharge;
- 11-4-1450 Gas manufacturing residue;
- 11-4-1500 Treatment and disposal of solid or liquid waste;
- 11-4-1530 Compliance with rules and regulations required;
- 11-4-1550 Operational requirements; and
- 11-4-1560 Screening requirements.

During the period while this Agreement is executory, Developer's, general contractor's or any subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Agreement, constitutes a breach of and an event of default under this Agreement, for which the opportunity to cure, if curable, will be granted only at the sole discretion of the Chief Procurement Officer. Such breach and default entitles the City to all remedies under the Agreement, at law or in equity.

This section does not limit the Developer, general contractor's and its subcontractors' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Agreement.

Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Agreement, and may further affect the Developer's eligibility for future contract awards.

SECTION 34. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on or as of the date first above written.

CITY OF CHICAGO,
an Illinois municipal corporation,
acting by and through its
Department of Planning and Development

By: _____
Lori T. Healey
Commissioner

(Sub)Exhibit "B".

(To Agreement With Maktub Chicago Development, L.L.C.
For Sale And Redevelopment of Land)

Narrative Description Of Project.

Developer shall construct one (1) three and one-half (3½) story eight (8) unit residential condominium building on the Property. Seven (7) of the eight (8) units will be market-rate and the eighth (8th) unit will be affordable. Each of the market-rate units will contain three (3) bedrooms and two (2) baths. The Affordable Unit will contain two (2) bedrooms and two (2) baths. Each condominium unit will have one (1) on-site parking space.

The building will have an all masonry facade that compliments the existing architecture on South Drexel Boulevard. The Project will comply with Leadership in Energy and Environmental Design ("L.E.E.D.") Standards and have a green roof that is Energy Star certified and covers fifty percent (50%) of the net roof area.

(Sub)Exhibit "D".

(To Agreement With Maktub Chicago Development, L.L.C.
For Sale And Redevelopment Of Land)

Notice Of Closing.

City of Chicago
Department of Planning and Development
121 North LaSalle Street, Room 1006
Chicago, Illinois 60602

Attention: _____

Re: Notice of Closing

Address: _____

Please be advised that _____ has completed the construction of a residential unit/Project at the above-referenced location in accordance with that certain Agreement for the Sale and Redevelopment of Land

dated as of _____, and recorded with the Office of the Recorder of Deeds of Cook County, Illinois, on _____, as Document Number _____ ("Redevelopment Agreement"), and would like to schedule a closing on _____. Attached hereto please find a copy of the required Certificate of Substantial Completion for the unit. Please schedule your inspection with _____ who can be reached at (____) _____. Please notify the undersigned when the Certificate of Partial/Final Completion is available for pickup.

Sincerely,

By: _____

(Sub)Exhibit "E".

(To Agreement With Maktub Chicago Development, L.L.C.
For Sale And Redevelopment Of Land)

Certificate Of Substantial Completion.

City of Chicago
Department of Planning and Development
121 North LaSalle Street, Room 1006
Chicago, Illinois 60602

Attention: _____

Re: Notice of Closing

Address: _____

This will certify that the condominium unit at the above-referenced location has been substantially completed in accordance with the plans and specifications provided to the City and dated _____.

[Project Architect]

By: _____

Name: _____

Its: _____

(Sub)Exhibit "F".

(To Agreement With Maktub Chicago Development, L.L.C.
For Sale And Redevelopment Of Land)

Affidavit.

I, _____, this ____ day of _____, _____, hereby state under oath as follows:

1. I am purchasing the property located at _____, Chicago, Illinois (the "Property") from _____ (the "Developer").
2. The Developer constructed the housing unit on the Property in part by utilizing a subsidy from the City of Chicago ("City").
3. In conjunction with my purchase of the Property, I have supplied certain information to Developer or to my lender concerning income and employment.
4. I approved the transmission of such income and employment information to the City, and I understand the City used this information to determine if I, as purchaser of the Property, meet the guidelines contained in that certain Agreement for the Sale and Redevelopment of Land dated as of _____, and recorded with the Office of the Recorder of Deeds of Cook County, Illinois, on _____, as Document Number _____ ("Redevelopment Agreement"), concerning income and employment eligibility.
5. The Developer informed me that I met the guidelines contained in the Redevelopment Agreement.

6. I certify that said income and employment information supplied to the City by Developer or the lender has not substantially changed.

By: _____

Subscribed and sworn to before me this _____ day of _____, _____.

Notary Public

My commission expires: _____.

(Sub)Exhibit "G".
(To Agreement With Maktub Chicago Development, L.L.C.
For Sale And Redevelopment Of Land)

*Mortgage, Security And Recapture Agreement, Including
Residency, Transfer, Financing And
Affordability Covenants.*

(Compliant With The Owner-Occupied Housing Features
Of The Affordable Housing Ordinance Of 2003.)

City Affordability Amount

Affordability Period

\$_____ [Fill in here
and in Article I]

30 years

This Mortgage, Security and Recapture Agreement, Including Residency, Transfer, Financing and Affordability Covenants (this "Mortgage") is made as of this ____ day of _____, 200__ from [Insert Name(s) And Describe Marital Status]

_____ [If Recipient Is One Person: (the "Mortgagor").] [If Recipient Is More than One Person: (collectively, jointly and severally referred to herein as the "Mortgagor")], to the City of Chicago, an Illinois municipal corporation, acting by and through its Department of Planning and Development, and having its principal office at City Hall, 121 North LaSalle Street, Room 1000, Chicago, Illinois 60602 (the "City" or "Mortgagee"). Capitalized terms not otherwise defined herein shall have the meanings set forth in Section 1.

Recitals.

A. On April 9, 2003, the City Council of the City adopted the Affordable Housing Ordinance (the "A.H.O."), codified at Chapter 2-44-090 of the Municipal Code of the City, which obligates the City to impose certain affordability and recapture requirements upon developers who undertake residential development projects that receive City assistance either in the form of the sale of City land at less than fair market value or in the form of financial assistance.

B. The City and Maktub Chicago Development, L.L.C., an Illinois limited liability company ("Developer"), have executed that certain Agreement for the Sale and Redevelopment of Land, dated _____, 200__ and recorded in the Office of the Recorder of Deeds of Cook County as Document Number _____ (the "Redevelopment Agreement"). Pursuant to the Redevelopment Agreement, the Developer has constructed [Give Name Or Address Of Residential Project] on the real property legally described on (Sub) Exhibit A (such real property, the "Property" and such project, the "Project"). As part of the Project, the Developer has constructed on the real property legally described on (Sub) Exhibit B attached hereto (the "Land") a single-family housing unit (the "Home").

C. Pursuant to the Redevelopment Agreement, the City sold and conveyed all of the Property to the Developer for a price that is less than the fair market value of the Property.

D. Pursuant to the A.H.O., the Developer acknowledges that it is required to sell the Mortgaged Property to Mortgagor for the Base Purchase Price, plus upgrades, subject to Mortgagors execution of this Mortgage in favor of Mortgagee, which Mortgage secures the residency, transfer, financing and affordability covenants set forth in Section 3 of this Mortgage (such covenants, the Affordability Covenants), which covenants shall run with the Land and are intended to assure that the City achieves the affordable housing objectives of the A.H.O. and complies with the affordability and recapture provisions of the A.H.O.

E. The Affordability Covenants require that, among other things, with respect to the initial sale of the Mortgaged Property (in connection with which this Mortgage

is being granted), and with respect to each resale of the Mortgaged Property during the Affordability Period (unless Mortgagor is permitted and elects to repay to the City the Recapture Amount), such Mortgaged Property may only be sold to a Qualified Household for an Affordable Price.

F. Mortgagor has covenanted to Mortgagee herein that it is a Qualified Household and that the Base Purchase Price is an Affordable Price.

G. Mortgagor acknowledges and agrees that, as of the Purchase Date, the Base Purchase Price is less than the fair market price for the Mortgaged Property by an amount equal to the City Affordability Amount, as evidenced by contemporaneous or projected sales of comparable homes.

H. Mortgagor acknowledges and agrees that, but for the City's imposition of the Affordability Covenants, Mortgagor would have been unable to purchase the Mortgaged Property for an Affordable Price.

I. The City has required Mortgagor to execute this Mortgage in order to both (a) impose the Affordability Covenants upon the Mortgaged Property and give notice of the Affordability Covenants to Mortgagor, to any subsequent purchaser of the Mortgaged Property, and to any lender having a mortgage secured by the Mortgaged Property, and (b) to secure the payment of the Recapture Amount described in Section 4.02 hereof and Mortgagors other obligations under this Mortgage.

J. In consideration of the benefits accruing to Mortgagor as a result of its purchase of the Mortgaged Property for an Affordable Price, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor has executed and delivered to the City this Mortgage.

Now, Therefore, To secure the performance and observance by Mortgagor of all the terms, covenants and conditions described herein, and in order to charge the properties, interests and rights hereinafter described with such consideration, Mortgagor has executed and delivered this Mortgage and does hereby grant, convey, assign, mortgage, grant a security interest in, and confirm unto Mortgagee and its successors and assigns forever, all of Mortgagors right, title and interest in the following described property (which is hereinafter sometimes referred to as "Mortgaged Property"):

(A) The Land and, if such Land constitutes a common element under applicable condominium property law, Mortgagor's undivided interest therein and in any common elements and limited common elements associated therewith;

(B) The Home and all easements, rights, interests and appurtenances thereto, including, without limitation, any deeded, reserved or assigned parking area or storage space and any interest in common elements and limited common elements associated therewith;

(C) All structures and improvements of every nature whatsoever now or hereafter located on the Land or situated within or comprising a part of the Home, including, without limitation, all fixtures of every kind and nature whatsoever which are or shall be attached to said buildings, structures or improvements, and now or hereafter owned by Mortgagor, including all extensions, additions, improvements, betterments, renewals and replacements of any of the foregoing (the "Improvements"); and

(D) All rents and issues of the Land, Home and Improvements from time to time and all of the estate, right, title, interest, property, possession, claim and demand at law, as well as in equity of Mortgagor, in and to the same;

To Have And To Hold The Mortgaged Property and all parts thereof unto Mortgagee, its successors and assigns, to its own proper use, benefit and advantage forever, subject, however, to the terms, covenants and conditions herein;

Without limitation of the foregoing, Mortgagor hereby further grants unto Mortgagee, pursuant to the provisions of the Uniform Commercial Code of the State of Illinois, a security interest in all of the above-described property, which are or are to become fixtures.

This Mortgage Is Given To Secure: (a) payment of all Recapture Amounts described herein, (b) performance of the Affordability Covenants, and (b) the payment and performance of all other obligations, covenants, conditions and agreements contained herein and in any other agreement, document or instrument to which reference is expressly made in the Mortgage.

Article I.

Incorporation Of Recitals; Definitions.

The recitals set forth above constitute an integral part of the Mortgage and are hereby incorporated herein by this reference with the same force and effect as if set forth herein as the agreement of the Mortgagor.

As used herein, the following capitalized terms shall be defined as follows:

"Affordability Covenants" shall mean the affordability covenants and requirements contained in Section 3 hereof and (Sub)Exhibit C hereto.

“Affordability Period” shall mean the thirty (30) year period commencing on the Purchase Date.

“Affordable Price” shall mean an amount less than or equal to the price at which Monthly Homeownership Costs for the Mortgaged Property would total not more than thirty percent (30%) of household income for a household with a family size equal to the product of one and five-tenths (1.5) multiplied by the number of bedrooms in the Mortgaged Property whose income is the maximum amount allowable for such household to qualify as a Qualified Household.

“Base Purchase Price” shall mean \$_____, which is the base purchase price the Mortgagor paid the Developer for the Mortgaged Property pursuant to the requirements of the Redevelopment Agreement.

“City Affordability Amount” shall mean \$_____, constituting the dollar difference between the market value of the Mortgaged Property at the time of its purchase from Developer (based on appraisals, comparable sales or similar evidence reasonably acceptable to the City’s Department of Planning and Development or any successor department thereof) and the Base Purchase Price.

“Monthly Homeownership Costs” shall mean the sum of the following estimated amounts:

- (i) monthly principal and interest payments on a thirty (30) year fixed rate purchase money mortgage in the amount of ninety-five percent (95%) of the purchase price of the Mortgaged Property, bearing interest at a rate equal to the prevailing rate as published in the *Chicago Tribune* (or posted on the internet website maintained by the *Chicago Tribune*) as of the date of calculation of Monthly Homeownership Costs, rounded up to the nearest quarter percent;
- (ii) annual estimated real property taxes for the Mortgaged Property (based upon the most recently issued real estate tax bill), divided by twelve (12);
- (iii) annual insurance premiums for the Mortgaged Property, divided by twelve (12), for homeowners insurance in the amount of the replacement value of the Mortgaged Property, and
- (iv) monthly condominium assessment payments or similar homeowners association payments for the Mortgaged Property, if applicable.

“Purchase Date” shall mean the date on which the Mortgagor purchased the Mortgaged Property, which shall be deemed to be the date on which this Mortgage is recorded.

"Purchase Price" shall mean \$_____, being the sum of the Base Purchase Price plus upgrades.

"Qualified Household" shall mean a single person, family or unrelated persons living together whose adjusted income is not more than one hundred percent (100%) of the Chicago-area median income, adjusted for family size, as such adjusted income and Chicago-area median income are determined from time to time by the United States Department of Housing and Urban Development for purposes of Section 8 of the United States Housing Act of 1937. As of the Purchase Date, such income limitations are as follows [Current Information Must Be Obtained From H.U.D. Just Prior to Closing Date]:

Number Of Persons In Household	100% Of A.M.I.
1	\$52,800
2	\$60,300
3	\$67,900
4	\$75,400
5	\$81,400
6	\$87,500

"Recapture Amount" shall mean an amount, determined as of any applicable determination date, equal to the City Affordability Amount plus simple, non-compounding interest on such amount at the rate of three percent (3.0%) per annum (assuming twelve (12) thirty (30) day months) calculated from the Purchase Date to the date of the Recapture Default. For example, if (a) this Mortgage was recorded January 1, 2005, (b) the date of the Recapture Default was July 1, 2011, and (c) the City Affordability Amount was Twenty Thousand Dollars (\$20,000), then (i) the interest on the City Affordability Amount would be Three Thousand Nine Hundred Dollars (\$3,900) (Six Hundred Dollars (\$600)/year for six (6) years, plus Three Hundred Dollars (\$300) for one-half (½) year), and (ii) the Recapture Amount would be Twenty-three Thousand Nine Hundred Dollars (\$23,900) (Twenty Thousand Dollars (\$20,000) plus Three Thousand Nine Hundred Dollars (\$3,900)).

Article II.

Covenants, Representations And Warranties.

Mortgagor covenants and agrees with Mortgagee that, at all times during the Affordability Period:

2.01 Taxes And Assessments.

(a) Mortgagor will pay when due all general taxes and assessments (including, without limitation, any condominium or homeowners association assessments, if applicable), special assessments, water charges and all of the charges against the Mortgaged Property and shall, upon written request, furnish to Mortgagee receipts evidencing payment thereof, provided that Mortgagor, in good faith and with reasonable diligence, may contest the validity or amount of any such taxes, assessments or charges, provided that during any such contest the enforcement of the lien of such taxes, assessments or charges is stayed.

(b) Mortgagor will not suffer (unless bonded or insured over) any mechanic's, laborer's, materialmen's or statutory lien to remain outstanding upon any of the Mortgaged Property. Mortgagor may contest such lien, provided that Mortgagor shall first post a bond in the amount of the contested lien, or provide title insurance over such contested lien, and further provided that Mortgagor shall diligently prosecute the contested lien and cause the removal of the same.

2.02 Insurance.

Mortgagor shall keep the Mortgaged Property continuously insured (or shall use reasonable efforts to cause the condominium or homeowners association, as applicable, to keep insured such parts of the Mortgaged Property as may be required to be insured by such association under the applicable declaration) in such amounts and against such risks as required of Mortgagor by the Senior Lender, paying the premiums for said insurance as they become due. Policies of insurance shall name Mortgagee as an additional insured. All policies of insurance shall provide that the same shall not be canceled, except upon thirty (30) days prior written notice to Mortgagee.

2.03 Maintenance Of The Property.

(a) Mortgagor shall preserve and maintain the Mortgaged Property in good condition and repair, will not commit or suffer any waste thereof, and will keep the same in a clean, orderly and attractive condition. Mortgagor shall not do or suffer

to be done anything which will increase the risk of fire or other hazard to the Mortgaged Property or any part thereof.

(b) If the Mortgaged Property or any part thereof is damaged by fire or any other cause, Mortgagor will immediately give written notice of the same to Mortgagee.

(c) Mortgagee or its representatives shall have the right to inspect the Mortgaged Property to assure compliance with the terms of this Mortgage.

(d) Mortgagor shall promptly comply, and cause the Mortgaged Property to comply, with all present and future laws, ordinances, orders, rules and regulations and other requirements of any governmental authority affecting the Mortgaged Property or any part thereof and with all instruments and documents of record or otherwise affecting the Mortgaged Property or any part thereof.

(e) If all or any part of the Mortgaged Property shall be damaged by fire or other casualty, Mortgagor (subject to the rights of the Board of Managers of the condominium or homeowners association, if applicable, with respect to any proceeds applicable to common elements or limited common elements), will promptly restore the Mortgaged Property to the equivalent of its condition prior to the casualty, to the extent of any insurance proceeds made available to Mortgagor for that purpose.

2.04 Subordination.

This Mortgage shall be subject and subordinate in all respects to that certain mortgage dated as of _____, 200__, between Mortgagor and _____ (the "Senior Lender"), recorded with the Office of the Recorder of Deeds of Cook County, Illinois on _____, 200 __ as document Number ____ (the "Senior Mortgage"), to secure indebtedness in the original principal amount not to exceed the Base Purchase Price. This Mortgage shall also be subordinate to any subsequent mortgage that refinances the Senior Mortgage, so long as such refinancing is not in an amount greater than the Base Purchase Price.

2.05 Income Eligibility.

Mortgagor represents and warrants to Mortgagee that, based on Mortgagor's household income, as of the time of Mortgagor's execution of its purchase contract for the Mortgaged Property, Mortgagor's household was a Qualified Household as of such date.

2.06 Foreclosure Of Senior Mortgage.

In the event of a transfer of title of the Mortgaged Property through foreclosure or recording of deed in lieu of foreclosure to the Senior Lender pursuant to the Senior

Mortgage, Mortgagee acknowledges and agrees that the Affordability Covenants and any other provisions contained herein restricting the sale and occupancy of the Mortgaged Property to buyers or occupants which meet the income eligibility requirements of the A.H.O. shall be released and shall have no further force or effect; provided, however, that all such Affordability Covenants and restrictions shall be revived according to the original terms if, during the Affordability Period, the Mortgagor or any member of Mortgagor's household or family reacquires an ownership interest in the Mortgaged Property. Any other person (including the successors and/or assigns of Senior Lender) receiving title to the Mortgaged Property through a foreclosure or deed in lieu of foreclosure of the Senior Mortgage shall also receive title to the Mortgaged Property free and clear of such restrictions.

Further, if Senior Lender acquires title to the Mortgaged Property pursuant to a deed in lieu of foreclosure, the lien of this Mortgage and the restrictions contained herein shall automatically terminate upon the Senior Lender's acquisition of title to the Mortgaged Property, provided that: (i) the Senior Lender has given written notice to Mortgagor of a default under the Senior Mortgage in accordance with its terms, (ii) the Mortgagor shall not have cured the default under the Senior Mortgage within any applicable cure period(s) provided for therein; and (iii) any proceeds from any subsequent sale of the Mortgaged Property, if any, which Mortgagee is entitled to receive after payment of all amounts due pursuant to the Senior Mortgage and pursuant to this Mortgage, are paid to Mortgagee.

Article III.

Residency, Transfer, Financing And Affordability Covenants.

Mortgagor covenants to comply with the residency, transfer, financing and affordability covenants set forth in (Sub)Exhibit C, which covenants are materially related to the City's affordable housing objectives of the A.H.O.

Article IV.

Default.

4.01 Events Of Default.

The terms "Event of Default" or "Events of Default", wherever used in the Mortgage, shall mean any one or more of the following events:

(a) a failure by Mortgagor to comply with any of the Affordability Covenants set forth in (Sub)Exhibit C;

(b) failure by Mortgagor to duly observe or perform any other material term, covenant, condition or agreement in the Mortgage after the expiration of the applicable cure periods provided in Section 4.02; or

(c) a default continuing beyond all applicable cure periods under the Senior Mortgage and permitting foreclosure thereunder.

4.02 City Remedies.

The City shall have the following remedies, depending on the nature and timing of the Event of Default:

(a) Recapture Defaults. If an Event of Default arising from a breach of one or more of the covenants set forth in (Sub)Exhibit C occurs (such a default, a "Recapture Default"), the City may seek specific enforcement of the Affordability Covenants and any other remedies available under this Mortgage. The City, in its sole discretion and in lieu of its specific enforcement of the Affordability Covenants, may elect to require payment of the Recapture Amount in the event that the City determines that specific enforcement of the Affordability Covenants is impractical or inappropriate. If Mortgagor pays to the City the Recapture Amount pursuant to an election by the City to accept the same, then the City shall have no other remedy with respect to such Event of Default and shall be obligated to execute and deliver a release of this Mortgage in recordable form and any subsequent transferee shall not be bound by any Affordability Covenants or otherwise required to execute and deliver any mortgage in favor of the City.

(b) Other Mortgage Defaults. If an Event of Default occurs that is not a Recapture Default, and such default involves a failure to make timely payment of any amount due and secured by this Mortgage or the Senior Mortgage and such failure is not cured within ten (10) days of the Mortgagee's delivery of written notice of such failure to Mortgagor (a "Monetary Event of Default"), then Mortgagee shall be entitled to immediately: (i) declare the Recapture Amount immediately due and payable (with such Monetary Event of Default date being also being deemed the Recapture Default date for purposes of computing such amount); and (ii) exercise any other remedies available under this Mortgage (including, without limitation, specific enforcement of the Affordability Covenants any time prior to the end of the Affordability Period of this Mortgage), in either instance without further notice or demand.

(c) If an Event of Default occurs by Mortgagor failing to perform any other non-monetary obligation required under this Mortgage that is not described in Section 4.02(a) or (b) and such failure is not cured within sixty (60) days of the

Mortgagee's delivery of written notice of such failure to Mortgagor, Mortgagee shall be entitled to immediately: (i) declare the Recapture Amount immediately due and payable (with such non-monetary Event of Default date being also being deemed the Recapture Default date for purposes of computing such amount); and (ii) exercise any other remedies available under this Mortgage (including, without limitation, specific enforcement of the Affordability Covenants any time prior to the end of the Affordability Period of this Mortgage), in either instance without further notice or demand. In the event such default cannot reasonably be cured within such sixty (60) day period, however, and if Mortgagor has commenced efforts to cure such default, then the time to cure shall be extended so long as said party diligently continues to cure such default.

(d) If an Event of Default occurs under the Senior Lender's security documents (after the giving of any applicable notice and lapse of any applicable cure period, if any) and the Senior Lender commences efforts to foreclose its mortgage (or obtain a deed in lieu of foreclosure), obtain appointment of a receiver for the Mortgaged Property, or obtain possession of the Mortgaged Property, such Event of Default shall (notwithstanding anything in this Section 4.02 to the contrary) constitute an immediate Event of Default under this Mortgage and the Mortgagee shall be entitled to immediately: (i) declare the Recapture Amount immediately due and payable (with such commencement date being also deemed the Recapture Default date for purposes of computing the Recapture Amount); and (ii) exercise any other remedies available under this Mortgage, in either instance without further notice or demand.

4.03 Other Remedies.

(a) If any amounts due under and secured by this Mortgage shall become due, whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof for such indebtedness or part thereof. This Mortgage and the right of foreclosure hereunder shall not be impaired or exhausted by any foreclosure of the Senior Mortgage, and may be foreclosed successively and in parts, until all of the Mortgaged Property has been foreclosed against. In any such foreclosure, or upon the enforcement of any other remedy of Mortgagee, there shall be allowed and included as additional indebtedness all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for reasonable attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs involved in title insurance and title examinations. All expenditures and expenses of the nature in this Section 4.03 mentioned, and such expenses and fees as may be incurred in the protection of the Mortgaged Property and the maintenance of the lien of this Mortgage, including the reasonable fees of any attorney employed by Mortgagee in any litigation or proceeding affecting this Mortgage, or the Mortgaged Property, including probate and bankruptcy proceedings, or in preparation for the commencement or defense of any proceeding or threatened suit or proceeding, shall be immediately due and

payable by Mortgagor, with interest thereon at the lesser of the highest rate permitted by law or fifteen percent (15%) per annum, and shall be secured by this Mortgage. The proceeds of any foreclosure sale of the Mortgaged Property shall be distributed and applied in the following order of priority: (i) on account of all costs and expenses incidental to the foreclosure proceedings, including all such items as are mentioned in this section; (ii) repayment of the indebtedness owed to the Senior Lender, subject to the limitation in Section 2.04; (iii) repayment of any other amounts due under this Mortgage; and (iv) payment of any remaining amounts due to Mortgagor, its successors or assigns, as their rights may appear.

(b) Mortgagor shall not and will not apply for or avail itself of any appraisal, valuation, stay, extension or exemption laws, or any so-called "Moratorium Laws", now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but hereby waives the benefit of such laws. Mortgagor, for itself and all who may claim through or under it, waives any and all right to have the property and estates comprising the Mortgaged Property marshaled upon any foreclosure of the lien hereof, and agrees that any court having jurisdiction to foreclose such lien may order the Mortgaged Property sold as an entirety. To the extent permitted by law, Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage on such Mortgagor's behalf and on behalf of each and every person, except decree or judgment creditors of Mortgagor, acquiring any interest in or title to the Mortgaged Property subsequent to the date of this Mortgage.

(c) Upon any other entering upon or taking of possession of the Mortgaged Property after the occurrence of an Event of Default and the expiration of the applicable cure period and other than by means of a foreclosure, Mortgagee, subject to the rights of the Senior Lender, may hold, use, manage and control the Mortgaged Property and, from time to time: (i) make all necessary and proper maintenance, repairs, renewals, replacements, additions, betterments and improvements thereto and thereon and purchase or otherwise acquire additional fixtures, personalty and other property required in connection therewith; (ii) insure or keep the Mortgaged Property insured; (iii) manage the Mortgaged Property and exercise all the rights and powers of Mortgagor to the same extent as Mortgagor could in its own name or otherwise with respect to the same; and (iv) enter into any and all agreements with respect to the exercise by others of any of the powers herein granted to Mortgagee, all as Mortgagee from time to time may reasonably determine to be to its best advantage. Mortgagee may collect and receive all the rents, issues, profits and revenues of the same, including those past due as well as those accruing thereafter, and, after deducting to the extent reasonable: (aa) expenses of taking, holding and managing the Mortgaged Property (including compensation for the services of all persons employed for such purposes); (bb) the cost of all such maintenance, repairs, renewals, replacements, additions, betterments, improvements and purchases and acquisitions; (cc) the cost of such insurance; (dd) such taxes, assessments and other similar charges as Mortgagee may determine to pay; (ee) other proper charges upon the Mortgaged Property or

any part thereof; and (ff) the reasonable compensation, expenses and disbursements of the attorneys and agents of Mortgagee, shall apply the remainder to the payment of amounts due under this Mortgage. The balance of such funds, if any, after payment in full of all of the aforesaid amounts shall be paid to Mortgagor.

(d) Mortgagee may also seek specific performance or injunctive relief in order to enforce the provisions of this Mortgage.

4.04 Receiver.

Subject to the rights of the Senior Lender, if an Event of Default shall have occurred and be continuing after an applicable cure period has expired, Mortgagee, upon application to a court of competent jurisdiction, shall be entitled to the appointment of a receiver to take possession of and to operate the Mortgaged Property and to collect and apply the rents, issues, profits and revenues thereof. The receiver shall otherwise have all of the rights and powers to the fullest extent permitted by law.

4.05 Purchase By Mortgage.

Upon any foreclosure sale, Mortgagee may bid for and purchase the Mortgaged Property and shall be entitled to apply all or any part the Recapture Amount and other amounts due under and secured by this Mortgage as a credit to the purchase price.

4.06 Remedies Cumulative.

No right, power or remedy conferred upon or reserved to Mortgagee by this Mortgage is intended to be exclusive of any other right, power or remedy, but each and every right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law, in equity or by statute.

4.07 Waiver.

No delay or omission of Mortgagee to exercise any right, power or remedy accruing upon any Event of Default shall exhaust or impair any such right, power or remedy or shall be construed to be a waiver of any such Event of Default or acquiescence therein; and every right, power and remedy given by this Mortgage to Mortgagee may be exercised from time to time as often as may be deemed expedient by Mortgagee. No consent or waiver, expressed or implied, by Mortgagee to or of any breach or Event of Default by Mortgagor in the performance of its obligations

hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or Event of Default in the performance of the same or any other obligations of Mortgagor hereunder. Failure on the part of Mortgagee to complain of any act or failure to act or to declare an Event of Default, irrespective of how long such failure continues, shall not constitute a waiver by Mortgagee of its rights hereunder or impair any rights, powers or remedies on account of any breach or default by Mortgagor.

Article V.

Miscellaneous Provisions.

5.01 Successors And Assigns.

This Mortgage shall inure to the benefit of and be binding upon Mortgagor and its respective legal representatives, successors and assigns. Whenever a reference is made in this Mortgage to Mortgagor, such reference shall be deemed to include a reference to legal representatives, successors and assigns of Mortgagor, as applicable.

5.02 Terminology.

All personal pronouns used in this Mortgage, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural, and vice versa. Titles and sections are for convenience only and neither limit nor amplify the provisions of this Mortgage, and all references herein to articles, sections or paragraphs shall refer to the corresponding articles, sections or paragraphs of this Mortgage unless specific reference is made to such articles, sections or paragraphs of another document or instrument.

5.03 Severability.

If any provision of this Mortgage or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Mortgage and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the extent permitted by law.

5.04 Security Agreement.

This Mortgage shall be construed as a "Security Agreement" within the meaning of and shall create a security interest under the Uniform Commercial Code as

adopted by the State of Illinois with respect to any part of the Mortgaged Property which constitutes fixtures. Mortgagee shall have all the rights with respect to such fixtures afforded to it by said Uniform Commercial Code in addition to, but not in limitation of, the other rights afforded Mortgagee by this Mortgage or any other agreement.

5.05 Modification.

No change, amendment, modification, cancellation or discharge hereof, or of any part hereof, shall be valid unless in writing and signed by the parties hereto or their respective successors and assigns. Mortgagor shall have no right to convey the Mortgaged Property into a land trust without obtaining the prior written consent of the City.

5.06 No Merger.

It being the desire and intention of the parties that this Mortgage and the lien hereof do not merge in fee simple title to the Mortgaged Property, it is hereby understood and agreed that should Mortgagee acquire any additional or other interests in or to said property or the ownership thereof, then, unless a contrary interest is manifested by Mortgagee as evidenced by an appropriate document duly recorded, this Mortgage and the lien hereof shall not merge in the fee simple title, toward the end that this Mortgage may be foreclosed as if owned by a stranger to the fee simple title.

5.07 Applicable Law.

This Mortgage shall be interpreted, construed and enforced under the laws of the State of Illinois, without regard to its conflict of laws principles.

5.08 Administration.

All consents, approvals, modifications, waivers, adjustments or other actions of the City described herein shall be made in writing by the City, acting through its Department of Planning and Development, or any successor department thereto. All notices, requests or other communications to the City hereunder shall be made to the Department of Planning and Development at the following address: 121 North LaSalle Street -- Room 1000, Chicago, Illinois 60602, Attention: Commissioner.

In Witness Whereof, The undersigned has caused this Mortgage to be executed as of the day and year first above written.

Mortgagor(s)

State of Illinois)
)SS.
County of Cook)

I, _____, a notary public in and for said County, in the State aforesaid, do hereby certify that _____ [and _____], to me as the same persons(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and being first duly sworn by me acknowledged that he/she/they sign and delivered the said instrument as his/her/their free and voluntary act, for the uses purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 200__.

Notary Public

My commission expires: _____.

[(Sub)Exhibits "A" and "B" referred to in this Mortgage,
Security And Recapture Agreement
unavailable at time of printing.]

(Sub)Exhibit "C" referred to in this Mortgage, Security and Recapture Agreement reads as follows:

(Sub)Exhibit "C".

(To Mortgage, Security And Recapture Agreement)

*Residency, Transfer, Financing
And Affordability Covenants.*

In consideration of the requirements of the A.H.O. that apply to the Developer and that have enabled the Mortgagor to Purchase the Mortgaged Property for the Base Purchase Price, Mortgagor covenants to Mortgagee that:

(a) Mortgagor meets the income eligibility requirements established under the A.H.O. in order to qualify as a Qualified Household under such ordinance.

(b) During the Affordability Period, Mortgagor shall own the Mortgaged Property, shall not lease the Mortgaged Property, shall use the Mortgaged Property as its primary residence (and the primary residence of Mortgagor's Qualified Household), and will not let any other person occupy or use the property without the prior written consent of the City, which shall be in the City's reasonable discretion, and which, if granted, will require that the total amount payable by any tenant household not exceed the amount set forth to qualify such housing as "affordable housing" as defined in the Illinois Affordable Housing Act, 310 ILCS 65/1, et seq.

(c) During the Affordability Period, Mortgagor shall not sell or otherwise directly or indirectly transfer ownership of the Mortgaged Property, except (i) to a Qualified Household, (ii) for an Affordable Price, and provided that (iii) the transferee Qualified Household executes a mortgage, security and recapture agreement in similar form to this Mortgage. Mortgagor shall confer with the City's Department of Planning and Development (or any successor department thereof) before entering into a sale contract involving the Mortgaged Property for assistance in determining the qualifications of any proposed transferee and the eligible resale price of the Mortgaged Property. Any transfer of ownership (x) resulting from Mortgagor's death and occurring pursuant to (i) the terms of a written land trust, personal trust or will, or (ii) state intestacy law, (y) to a spouse or member of Mortgagor's Qualified Household, or (z) that simply consists of Mortgagor's transfer (with the prior written consent of the City to such transfer) of the Mortgaged Property into a land trust or personal trust of which Mortgagor is the sole beneficiary and holder of power of direction, as applicable, shall not be subject to the foregoing transfer restriction; provided, however, that the transferee in any such transfer shall be bound by all of the affordable housing covenants contained in this Mortgage. If Mortgagor attempts or purports to transfer the Mortgaged Property to a transferee in violation of any one or more of the conditions in clauses (i), (ii) and (iii), such attempted or purported transfer shall constitute an immediate Event of Default under Section 4.01(a).

(d) During the Affordability Period, it shall not encumber the Mortgaged Property with any one or more mortgages which, individually or in aggregate, secures initial principal indebtedness in excess of the Base Purchase Price.

The Affordability Covenants in this (Sub)Exhibit C may be waived or modified in writing by the City, upon a showing of undue hardship or changed circumstances that would make the enforcement of such covenants inequitable or impractical, as determined by the City in its sole discretion.

Upon either a permitted transfer described in clause (c) (iii) above or a transfer accompanied by a repayment of the Recapture Amount in accordance with the terms of this Mortgage, the City will, upon ten (10) business days prior written notice, execute and deliver a "Certificate of Transfer" confirming that such transfer is a permitted transfer hereunder and effective to deliver legal title to the transferee. In addition, within thirty (30) days of receipt of a written request from Mortgagee, Mortgagee shall execute a release of the Mortgage in recordable form.

Mortgagor Acknowledges And Agrees That To The Extent The Affordability Covenants, Anything In This (Sub)Exhibit C, Or Any Other Provision In This Mortgage Could Be Deemed A Restraint On Alienation, That Any Such Restraint (A) Is Reasonable, (B) Is, As Explained In The Recitals Hereto, Supported By Adequate Consideration, (C) Is Necessary To Implement The City's Public Policy Objective Of Developing And Maintaining Affordable Housing, (D) Should Be Enforced As Written And (E) Was A Material Inducement To The City's Decision To Provide The Land To The Developer, Which Decision Has Implemented The Affordability Covenants Required By Law And Has Enabled Mortgagor To Buy The Mortgaged Property For The Purchase Price, Which Price Is Materially Less Than The Fair Market Value Price. Mortgagor, Therefore, Knowingly And Voluntarily, To The Fullest Extent Permitted By Law, Waives The Right To Raise Any Defense To The Enforcement Of The Affordability Covenants, Whether At Law Or In Equity.

APPROVAL FOR SALE OF CITY-OWNED PROPERTY AT 4515
SOUTH GREENWOOD AVENUE TO AND AUTHORIZATION
FOR EXECUTION OF REDEVELOPMENT AGREEMENT
WITH MAKTUB CHICAGO DEVELOPMENT, L.L.C.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Planning and Development authorizing the sale of city-owned property at 4515 South Greenwood Avenue to Maktub Chicago Development, L.L.C., having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a vote of the members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

On motion of Alderman Suarez, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 45.

Nays -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City has established the Community Development Commission ("C.D.C.") to, among other things, designate conservation areas, approve conservation plans, and recommend the sale of parcels located in conservation areas, subject to the approval of the City Council; and

WHEREAS, Pursuant to an ordinance adopted by the City Council ("City Council") of the City on October 14, 1992, and published at pages 22258 through 22287 in the *Journal of the Proceedings of the City Council of the City of Chicago* ("Journal") of such date, the City approved the North Kenwood-Oakland Conservation Plan ("Conservation Plan") for the North Kenwood-Oakland Conservation Area ("Conservation Area"); and

WHEREAS, The City is the owner of the vacant parcel of land commonly known as 4515 South Greenwood Avenue, Chicago, Illinois, and legally described on Exhibit A attached hereto (the "Property"), which is located in the Conservation Area; and

WHEREAS, Maktub Chicago Development, L.L.C., an Illinois limited liability company (the "Developer") has submitted a proposal to the Department of Planning and Development (the "Department") to purchase the Property, which has an appraised fair market value of Four Hundred Sixty Thousand Dollars (\$460,000) for Three Hundred Thirty-six Thousand Dollars (\$336,000), and construct on the Property a three and one-half (3½) story, eight (8) unit condominium building with eight (8) parking spaces, which shall include one (1) affordable housing unit that shall be sold at a base purchase price (not including upgrades) not to exceed One Hundred Eighty-five Thousand Five Hundred Dollars (\$185,500) to a household having a household income of not more than one hundred percent (100%) of the Chicago area median income (the "Project"), which Project is consistent with the goals and objectives of the Conservation Plan; and

WHEREAS, By Resolution Number 2006-CDC-50, adopted on June 13, 2006, the C.D.C. authorized the Department to advertise its intention to enter into a negotiated sale with the Developer for the redevelopment of the Property, approved the Department's request to advertise for alternative proposals, and approved the sale of the Property to the Developer if no alternative proposals were received; and

WHEREAS, Public notices advertising the Department's intent to enter into a negotiated sale of the Property with the Developer and requesting alternative proposals appeared in the *Chicago Sun-Times* on June 16, 18 and 19, 2006; and

WHEREAS, No alternative proposals were received by the deadline indicated in the aforesaid notices; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The foregoing recitals are hereby adopted as the findings of the City Council.

SECTION 2. The sale of the Property to the Developer for Three Hundred Thirty-six Thousand Dollars (\$336,000) is hereby approved. This approval is expressly conditioned upon the City entering into a redevelopment agreement with the Developer substantially in the form attached hereto as Exhibit B (the

"Redevelopment Agreement"). The Commissioner of the Department (the "Commissioner") or a designee of the Commissioner is each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver the Redevelopment Agreement, and such other supporting documents as may be necessary or appropriate to carry out and comply with the provisions of the Redevelopment Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Redevelopment Agreement.

SECTION 3. The Mayor or his proxy is authorized to execute, and the City Clerk or Deputy City Clerk is authorized to attest, a quitclaim deed conveying the Property to the Developer, or to a land trust of which the Developer is the sole beneficiary, or to an entity of which the Developer is the sole controlling party, subject to those covenants, conditions and restrictions set forth in the Redevelopment Agreement.

SECTION 4. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 5. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 6. This ordinance shall take effect immediately upon its passage and approval.

Exhibits "A" and "B" referred to in this ordinance read as follows:

Exhibit "A".
(To Ordinance)

Legal Description Of Property

(Subject To Final Survey And Title Commitment):

Commonly Known As:

4515 South Greenwood Avenue
Chicago, Illinois 60653.

Permanent Index Number:

20-02-314-004-0000.

*Exhibit "B".
(To Ordinance)*

*Agreement For The Sale And
Redevelopment Of Land.*

This **AGREEMENT FOR THE SALE AND REDEVELOPMENT OF LAND** ("Agreement") is made on or as of the ___ day of _____, _____, by and between the **CITY OF CHICAGO**, an Illinois municipal corporation ("City"); acting by and through its Department of Planning and Development ("DPD"), having its principal offices at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602 and **MAKTUB CHICAGO DEVELOPMENT, LLC**, an Illinois limited liability company ("Developer") whose offices are located at 4554 South Lake Park Avenue, Chicago, Illinois 60653, Attention: Ghian Forman.

RECITALS

WHEREAS, the Developer desires to purchase from the City the real property commonly known as 4515 South Greenwood Avenue, Chicago, Illinois 60653, which is located within a redevelopment area known as the North Kenwood-Oakland Conservation Area ("Area") and which is legally described on Exhibit A attached hereto and made apart hereof ("Property"); and

WHEREAS, pursuant to an ordinance adopted by the City Council of the City on October 14, 1992, and published at pages 22258 through 22287 in the Journal of the Proceedings of the City Council of such date, the City approved the North Kenwood-Oakland Conservation Plan (the "Plan") for the Area; and

WHEREAS, the Developer intends to construct one (1), 3 ½ story, eight (8) unit, all masonry residential condominium building on the Property, as more fully described on Exhibit B attached hereto ("Improvements" or "Project") which Improvements are consistent with the Plan for the Area; and

WHEREAS, the Developer has agreed to make certain cash payments to the City as partial consideration for the transfer of the Property; and

WHEREAS, as additional consideration for the transfer of the Property, the Developer has agreed to sell one (1) of the condominium units to be constructed on Property for a sum not to exceed One Hundred Eighty-Five Thousand Five Hundred and 00/100 Dollars (\$185,500.00); and

WHEREAS, the City Council by ordinance adopted _____, _____, authorized the sale of the Property to the Developer, subject to the execution, delivery and recording of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. INCORPORATION OF RECITALS.

The recitals set forth above constitute an integral part of this Agreement and are incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the parties.

SECTION 2. SALE AND PURCHASE PRICE.

Subject to the terms, covenants and conditions of this Agreement, the City agrees to sell the Property to Developer, and Developer agrees to purchase the Property from the City, for the sum of Three Hundred Thirty-Six Thousand and 00/100 Dollars (\$336,000.00) ("Purchase Price"), to be paid to the City at the Closing by cashier's or certified check or wire transfer of immediately available funds or such other form of payment as acceptable to the City at its sole discretion, less the Earnest Money (as defined in Section 3.A). Except as specifically provided herein to the contrary, the Developer shall pay all closing costs. The Developer acknowledges that the Purchase Price is approximately One Hundred Twenty-Four Thousand and 00/100 Dollars (\$124,000.00) less than the fair market value of the Property and that the City has only agreed to sell the Property to the Developer for the Purchase Price because the Developer has agreed to execute this Agreement and comply with its terms and conditions, including, without limitation, Section 10.

SECTION 3. EARNEST MONEY AND PERFORMANCE DEPOSIT.

A. Earnest Money. Upon execution of this Agreement, the Developer shall deposit with the City the amount of Seventeen Thousand and 00/100 Dollars (\$17,000.00) which will be credited against the Purchase Price ("Earnest Money") at the Closing (as defined in Section 4.D. below).

B. Performance Deposit. Upon execution of this Agreement, the Developer shall also deposit with the City an additional amount of Seventeen Thousand and 00/100 Dollars (\$17,000.00) as security for the performance of its obligations of this Agreement ("Performance Deposit") which will be retained by the City until a Final Certificate of Completion (as described in Section 9 below) has been issued by the City for the Project.

C. Interest. The City will pay no interest to the Developer on the Earnest Money or Performance Deposit.

SECTION 4. CONVEYANCE OF PROPERTY.

A. Form of Deed. The City shall convey the Property to Developer by quitclaim deed ("Deed"), subject to the terms of this Agreement and the following:

- (i) the Plan for the Area;
- (ii) the standard exceptions in an ALTA title insurance policy;
- (iii) general real estate taxes and any special assessments or other taxes;
- (iv) easements, encroachments, covenants and restrictions of record and not shown of record;
- (v) such other title defects as may exist; and
- (vi) any and all exceptions caused by the acts of the Developer or its agents.

B. Title Commitment and Insurance. The Developer acknowledges that the City has delivered to the Developer a commitment for an owner's policy of title insurance from Greater Illinois Title Company ("Title Company") showing the City in title to the Property. Any updated title commitment shall be obtained at Developer's expense. The Developer shall be solely responsible for and shall pay all costs associated with obtaining any title insurance, extended coverage or other endorsements it deems necessary.

C. Survey. The Developer shall be responsible for obtaining, at its sole cost and expense, any survey it deems necessary; provided, however, that in the event such survey discloses any title matters other than the Permitted Exceptions which the Title Company will not remove or insure over to the Developer's reasonable satisfaction prior to the Closing (as defined in Section 4.D below), the Developer may terminate this Agreement by delivery of written notice to the City, in which event the City shall return the Earnest Money and Performance Deposit to the Developer and this Agreement shall be null and void and, except as otherwise specifically provided herein, neither party shall have any further right, duty or obligation hereunder.

D. Closing. The closing of the transaction contemplated by this Agreement ("Closing") shall take place at the downtown offices of the Title Company, 120 N. LaSalle Street, Suite 900, Chicago, Illinois 60602, on _____, 200__, or on such later date and at such place as the parties mutually agree to in writing (the "Closing Date"); provided, however, notwithstanding the parties' execution of this Agreement, in no event shall the Closing occur (i) unless and until the conditions precedent set forth in Sections 4, 5 and 8 are all satisfied, and (ii) any later than March 31, 2007 (the "Outside Closing Date"). Failure by the Developer to close by the aforementioned Outside Closing Date shall be considered an "Event of Default" as defined in Section 15 below. Notwithstanding the foregoing, the Commissioner of DPD shall have the right to unilaterally extend

the Outside Closing Date one time by up to six (6) months for good cause shown.

E. **Building Permits.** The Developer shall apply for all necessary building permits and zoning approvals for the Project no later than fourteen (14) days after the City Council authorizes the sale of the Property and shall deliver evidence of all such permits and approvals to DPD at least fourteen (14) days prior to the Closing.

F. **Real Estate Taxes.** The City shall use reasonable efforts to obtain the waiver of any delinquent real estate tax liens on the Property prior to the Closing, to the extent such tax liens can be waived or released by the City's writing of an abatement letter to the Cook County Treasurer or a motion to vacate a tax sale. If the City is unable to obtain the waiver of any such tax liens, the Developer shall have the option to do one of the following: (i) accept title to the Property subject to the tax liens, without reduction in the Purchase Price; or (ii) terminate this Agreement by delivery of written notice to the City, in which event the City shall return the Earnest Money and Performance Deposit to the Developer to the Developer and this Agreement shall be null and void. If the Developer elects to close, the Developer shall assume the responsibility for any such delinquent real estate taxes. The Developer shall also be responsible for all taxes accruing after the Closing. Until the City issues a Final Certificate of Completion (as defined in Section 9), the Developer shall notify the City that the real estate taxes have been paid in full within ten (10) days of such payment.

G. **Recording Costs.** The Developer shall pay to record the Deed and this Agreement and any other documents incident to the conveyance of the Property to the Developer.

H. **Escrow.** If the Developer requires conveyance through escrow, Developer shall pay all escrow fees.

I. **Insurance.** The Developer shall procure and maintain or cause to be maintained by its contractors, subcontractors, agents, and/or employees, at all times throughout the term of this Agreement, the following insurance coverages:

- (i) commercial general liability insurance with a combined single limit of not less than \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage liability. Coverages shall include the following: all premises and operations, products/completed operations, independent contractors, separation of insureds, defense, and contractual liability (with no limitation endorsement). The City is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the Project on the Property.
- (ii) Automobile Liability Insurance (Primary and Umbrella). When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Developer shall provide automobile liability insurance with limits of not less than \$1,000,000.00 per occurrence, for bodily injury and property damage. The City shall be named as an additional insured on a primary non-contributory basis. Any contractors doing environmental remediation work shall endorse their automobile liability insurance policy to include the MSC90 Endorsement.

- (iii) Workers Compensation and Employers Liability Insurance. Workers compensation and employers liability insurance, as prescribed by applicable law covering all employees who are to provide a service under this Agreement and employers liability coverage with limits of not less than \$100,000.00 each accident or illness.

Evidence of such insurance, in the form of an Accord 27 Certificate or actual insurance policy or binder, shall be provided to the City. This Section 4.I. shall survive the Closing.

J. Due Diligence. The Developer shall deliver to DPD at least fourteen (14) days prior to the Closing due diligence searches in its name (UCC, state and federal tax lien, pending litigation and judgment in Cook County and N.D. Ill., and bankruptcy in Cook County and U.S. Bankr. Ct.), showing no unacceptable liens, litigation, judgments or filings, as reasonably determined by the Corporation Counsel.

K. Organization and Authority Documents. The Developer shall deliver to DPD at least fourteen (14) days prior to the Closing certified articles of organization, operating agreement, resolutions authorizing the Developer to enter into this transaction and such other corporate authority and organizational documents as the City may reasonably request.

SECTION 5. PROJECT BUDGET; PROOF OF FINANCING.

The total project budget is currently estimated to be Two Million Three Hundred Twenty-Eight Thousand Five Hundred Sixty and 00/100 Dollars (\$2,328,560.00) (the "Preliminary Project Budget"). Not less than thirty (30) days prior to the Closing, the Developer shall submit to DPD for approval a final project budget materially consistent with the Preliminary Project Budget ("Budget") and evidence of equity and loan funds committed and available and adequate to finance the purchase of the Property and the construction of the Improvements. If the Developer fails to provide the City with a Budget or proof of financing to the City's reasonable satisfaction within the time period provided for herein, the City may, at its option, declare this Agreement null and void or delay the Closing until such time as the Developer complies with this Section 5.

SECTION 6. SITE PLANS AND ARCHITECTURAL DRAWINGS.

A. Site Plans. The Developer shall construct the Improvements in accordance with the renderings prepared by Atelier'7, Inc., 3340 Dundee Road, Northbrook, Illinois 60062, dated _____, and the site plans and architectural drawings prepared pursuant thereto, which have been approved by DPD and which are listed on Exhibit C attached hereto and incorporated herein by reference ("Drawings"). Parking spaces shall be made available to the dwelling units as per Exhibit C and shall be included in the purchase price for such units. The Project will comply with Leadership in Energy and Environmental Design (LEED) standards. In addition, the Developer shall comply with the City's Landscape Ordinance and shall install a green roof covering 50% of the net roof area which shall be Energy-Star certified. No material deviation from the Drawings may be made without the prior written approval of DPD, which shall be in DPD's sole discretion. A deviation that changes the square footage of any dwelling unit by more than 5%, changes the number of dwelling units in the Project or changes the basic use of the Property shall be deemed material. In the event the Developer submits and DPD approves revised site plans and/or

architectural drawings after the date of this Agreement, the term "Drawings" as used herein shall refer to the revised site plans and/or architectural drawings upon DPD's written approval of the same.

B. **Subsidized Units.** The Developer shall sell one of the condominium units to be constructed on Property for a sum not to exceed One Hundred Eighty-Five Thousand Five Hundred and 00/100 Dollars (\$185,500.00) to households earning no more than 100% of the median income for the Chicago Primary Metropolitan Statistical Area ("PMSA"). Throughout this Agreement, the above-referenced subsidized unit shall be referred to as "Affordable Unit" and households qualifying for the Affordable Unit shall be referred to as "Qualified Household" or "Qualified Households".

C. **Relocation of Utilities, Curb Cuts and Driveways.** The Developer shall be solely responsible for and shall pay all costs associated with: (i) the relocation, installation or construction of public or private utilities, curb cuts and driveways; (ii) the repair or reconstruction of any curbs, vaults, sidewalks or parkways required in connection with or damaged as a result of the Developer's redevelopment; (iii) the removal of existing pipes, utility equipment or building foundations; and (iv) the termination of existing water or other services. The City shall have the right to approve any streetscaping, including any paving of sidewalks, landscaping and lighting provided by the Developer as part of the Project.

D. **Inspection by the City.** During the construction of the Project, the Developer shall permit any duly authorized representative of the City to enter onto the Property and the Developer Parcel for the purpose of determining whether the work is being performed in accordance with the terms of this Agreement and all applicable laws and codes.

E. **Barricades and Signs.** The Developer shall, at its sole cost and expense, erect and maintain such signs as the City may reasonably require identifying the Property as a City redevelopment project. Prior to the commencement of any construction activity requiring barricades, the Developer shall install barricades of a type and appearance satisfactory to the City and constructed in compliance with all applicable federal, state and local laws, ordinances and regulations. The City shall have the right to approve the maintenance, appearance, color scheme, painting, nature, type, content and design of all signage and barricades, which approval shall not be unreasonably withheld or delayed. Upon start of construction, and with DPD's consent, a sales trailer may also be erected on the property.

F. **Survival.** The provisions of this Section 6 shall survive the Closing.

SECTION 7. LIMITED APPLICABILITY.

DPD's approval of the Drawings is for the purposes of this Agreement only and does not constitute the approval required by the City's Department of Construction and Permits ("DCAP") or any other City department; nor does the approval by DPD pursuant to this Agreement constitute an approval of the quality, structural soundness or safety of any improvements located or to be located on the Property or the Developer Parcel. DPD's approval shall be only for the benefit of the Developer and any lienholder authorized by this Agreement.

SECTION 8. COMMENCEMENT AND COMPLETION OF IMPROVEMENTS.

The Closing shall not occur unless and until the Developer is prepared to immediately commence construction of the Improvements. In no instance shall (a) construction commence later than March 31, 2007, or (b) construction be completed later than June 30, 2008. DPD shall have discretion to extend the dates in (a) and (b) by up to six (6) months each (i.e., no more than twelve (12) months in the aggregate) for good cause shown by issuing a written extension letter. The Developer shall give written notice to the City within five (5) days after it commences construction. The Improvements shall be constructed in accordance with the Drawings and all applicable laws, regulations, codes, and recorded encumbrances and restrictions.

SECTION 9. CERTIFICATE OF COMPLETION.

Upon completion of each of the residential units comprising the Project, the Developer shall deliver to the City a notice of closing ("Notice of Closing") in substantially the form attached hereto as Exhibit D. The Notice of Closing must include a Certificate of Substantial Completion from the project architect in substantially the form attached hereto as Exhibit E. Within thirty (30) days after receipt of a Notice of Closing and the accompanying Certificate of Substantial Completion, the City shall inspect the subject unit to determine whether it is substantially complete (i.e., complete except for punch list items) and constructed in accordance with this Agreement, and shall thereafter deliver to the Developer either a Partial Certificate of Completion for the unit ("Partial Certificate of Completion") or a written statement indicating in adequate detail how the Developer has failed to complete the unit in compliance with this Agreement or is otherwise in default, and what measures or acts are necessary, in the sole opinion of the City, for the Developer to take or perform in order to obtain the Partial Certificate of Completion. If the City requires additional measures or acts to assure compliance, the Developer shall have thirty (30) days to correct any deficiencies and resubmit a Notice of Closing. The Partial Certificate of Completion shall be in recordable form, and shall, upon recording, constitute a conclusive determination of satisfaction and termination of the covenants in this Agreement and the Deed with respect to the Developer's obligations to construct any single dwelling unit. The Partial Certificate of Completion shall not, however, constitute evidence that the Developer has complied with any Laws relating to the construction of the subject unit, nor shall it serve as any guaranty as to the quality of the construction.

Upon completion of the entire Project, the Developer shall deliver to the City a Notice of Closing. The Notice of Closing must include a Certificate of Substantial Completion from the project architect. Within thirty (30) days after receipt of a Notice of Closing and the accompanying Certificate of Substantial Completion, the City shall inspect the entire Project to determine whether it is substantially complete (i.e., complete except for punch list items) and constructed in accordance with this Agreement, and shall thereafter deliver to the Developer either a Final Certificate of Completion ("Final Certificate of Completion") or a written statement indicating in adequate detail how the Developer has failed to complete the unit in compliance with this Agreement or is otherwise in default, and what measures or acts are necessary, in the sole opinion of the City, for the Developer to take or perform in order to obtain the Final Certificate of Completion. If the City requires additional measures or acts to assure compliance, the Developer shall have thirty (30) days to correct any deficiencies and resubmit a Notice of Closing. The Final Certificate of Completion shall be in recordable form, and shall, upon recording, constitute a conclusive determination of satisfaction and

termination of the covenants in this Agreement and the Deeds with respect to the Developer's obligations construct the Project. The Final Certificate of Completion shall not, however, constitute evidence that the Developer has complied with any Laws relating to the construction of the Project, nor shall it serve as any guaranty as to the quality of the construction. Upon recordation of a Final Certificate of Completion for the Project and the sale of all Affordable Units to Qualified Households in accordance with Section 10.C hereof, the City shall return the Performance Deposit to the Developer.

SECTION 10. RESTRICTIONS ON USE.

The Developer agrees that it:

- A. Shall devote the Property to a use approved by Plan until October 14, 2032.
- B. Shall not discriminate based upon race, color, religion, sex, national origin or ancestry, military status, sexual orientation, gender identity, source of income, age, handicap or disability, in the sale of the Property or the dwelling units comprising the Improvements to be constructed on the Property. This covenant shall have no expiration date.
- C. Shall develop and sell the Affordable Unit in accordance with the following provisions:
 - (i) The Developer shall design and construct the Affordable Unit comparably to the market-rate units in the Project. The purchase price for the Affordable Unit shall not exceed One Hundred Eighty-Five Thousand Five Hundred and 00/100 Dollars (\$185,500.00) per unit, excluding any upgrades selected by the unit purchaser.
 - (ii) The Developer shall sell the Affordable Unit to Qualified Households, as per Section 6.B above. The Developer shall attach the Mortgage (as hereinafter defined) as an exhibit to the purchase agreement for the Affordable Unit and such purchase agreement shall advise the purchaser of its obligation to execute such mortgage at the closing for the purchase of such Affordable Unit.
 - (iii) The City must approve the income eligibility of the buyer of the Affordable Unit to confirm that the buyer is a Qualified Household. Toward this end, the Developer shall deliver to DPD any information required by DPD in order to determine the buyers income eligibility. DPD shall have ten (10) business days from the date of receipt of a "complete information package" to qualify buyers. A "complete information package" shall include, by means of illustration and not limitation, the fully-executed real estate sales contract, the W-2 forms from the buyer's employers, U.S. 1040 income tax returns from the previous two (2) years, an affidavit or verification from the buyer with regard to household size, and the employer verification form utilized by the Federal National Mortgage Association ("Fannie Mae"). The City shall not issue a Partial Certificate of Completion for the Affordable Unit until it has reviewed and approved said documentation.

- (iv) At the closing of the Affordable Unit, the Developer shall require the buyer to execute an Affidavit in substantially the form attached hereto as Exhibit F and a Mortgage, Security and Recapture Agreement ("Mortgage") in substantially the form attached hereto as Exhibit G, securing the difference between the market rate sales price for a similar type of unit and the sales price for the Affordable Unit in favor of the City to be dated as of the date of the closing. The Mortgage shall have a term of thirty (30) years commencing on the date of closing in an amount representing the difference between the market rate sales price for a similar type of unit and the sales price for the Affordable Unit. The indebtedness subject to recapture under the Mortgage shall be due and payable by the Affordable Unit buyer if, during the Mortgage Term, the Affordable Unit buyer sells the Affordable Unit for an amount that renders the Affordable Unit not affordable or to a buyer who does not meet the income eligibility requirements set forth herein. The Mortgage shall also be due and payable if the Affordable Unit buyer leases the Affordable Unit or refinances its first mortgage in an amount greater than the initial principal indebtedness secured thereby, or obtains home equity or other financing secured by the Affordable Unit which, when added to the then-outstanding balance of such first mortgage, exceeds the original principal amount of such first mortgage indebtedness. The City, in its sole discretion, shall have the right to waive or modify such mandatory pre-payment provisions in the event the enforcement thereof would be inequitable or cause undue hardship. The Mortgage shall be subordinate to the lien in favor of the permanent lender, if any.

The Developer acknowledges and agrees that the use restrictions set forth in this Section 10 constitute material, bargained for consideration for the City and are intended to further the public policy of creating long-term affordable housing, and that, but for such use and affordability restrictions, the City would not have agreed to convey the Property to the Developer.

SECTION 11. PROHIBITION AGAINST TRANSFER OF PROPERTY.

Prior to the issuance of the Final Certificate of Completion, the Developer may not, without the prior written consent of DPD, which consent shall be in DPD's sole discretion: (a) directly or indirectly sell or convey (except for the sale and conveyance of the residential units to bona fide purchasers) the Property or any part thereof or any interest therein or the Developer's controlling interests therein; or (b) directly or indirectly assign this Agreement. If the Developer is a business entity, no principal party of the Developer (e.g., a general partner, member, manager or shareholder) may sell, transfer or assign any of its interest in the Developer prior to the issuance of the Final Certificate of Completion to anyone other than another principal party of the Developer without the prior written consent of DPD, which consent shall be in DPD's sole discretion. The Developer must disclose the identity of all members to the City at the time such members obtain an interest in the Developer. In the event of a proposed sale (except for the sale and conveyance of the residential units to private purchasers), the Developer shall provide DPD copies of any and all sales contracts, legal descriptions, descriptions of intended use, certifications from the proposed buyer regarding this Agreement and such other information as the City may reasonably request. The proposed buyer must be qualified to do business with the City (including, without limitation, the anti-scofflaw requirement).

SECTION 12. LIMITATION UPON ENCUMBRANCE OF PROPERTY.

Except as otherwise provided herein, prior to the issuance of the Final Certificate of Completion, the Developer shall not, without DPD's prior written consent, which shall be in DPD's sole discretion, engage in any financing or other transaction which creates an encumbrance or lien on the Property, except for the initial construction financing approved by DPD pursuant to Section 5.

SECTION 13. MORTGAGEES NOT OBLIGATED TO CONSTRUCT.

Notwithstanding any other provision of this Agreement or of the Deed, the holder of any mortgage on the Property authorized by Section 12 of this Agreement shall not itself be obligated to construct or complete the Improvements but shall be bound by the covenants running with the land specified in Section 14 and, at Closing, shall execute a subordination agreement to such effect. If any such mortgagee succeeds to the Developer's interest in the Property prior to issuance of a Final Certificate of Completion, whether by foreclosure, deed-in-lieu of foreclosure or otherwise, and thereafter transfers its interest in the Property to another party, such transferee shall be obligated to complete the Improvements, and shall also be bound by the other covenants running with the land specified in Section 14.

SECTION 14. COVENANTS RUNNING WITH THE LAND.

The parties agree, and the Deed shall so expressly provide, that the covenants provided in Sections 8, 10, 11 and 12 will be covenants running with the land, binding on the Developer and its successors and assigns (subject to the limitation set forth in Section 13 above as to any permitted mortgagee) to the fullest extent permitted by law and equity for the benefit and in favor of the City, and shall be enforceable by the City. The covenants provided in Sections 8, 11 and 12 shall terminate for each of the dwelling units comprising the Project upon the issuance of the Partial Certificate of Completion for such unit and the subsequent sale of such unit to a bon fide purchaser. The covenants provided in Section 10 shall expire as set forth in said Section 10. The covenants provided in Sections 8, 11 and 12 shall terminate for any portions of the Project for which Partial Certificates of Completion have not been issued upon the issuance of the Final Certificate of Completion.

SECTION 15. PERFORMANCE AND BREACH.

A. Time of the Essence. Time is of the essence in the Developer's performance of its obligations under this Agreement.

B. Permitted Delays. The Developer shall not be considered in breach of its obligations under this Agreement in the event of a delay due to unforeseeable causes beyond the Developer's control and without the Developer's fault or negligence, including, without limitation, acts of God, acts of the public enemy, acts of the United States government, fires, floods, epidemics, quarantine restrictions, strikes, embargoes and unusually severe weather or delays of subcontractors due to such causes. The time for the performance of the obligations shall be extended only for the period of the delay and only if the Developer requests an extension in writing within twenty (20) days after the beginning of any such delay.

C. Cure. If the Developer defaults in the performance of its obligations under this Agreement, the Developer shall have sixty (60) days after written notice of default from the City to cure the default, or such longer period as shall be reasonably necessary to cure such default provided the Developer promptly commences such cure and thereafter diligently pursues such cure to completion (so long as continuation of the default does not create material risk to the Project or to persons using the Project). If the default is not cured in the time period provided for herein, the City may institute such proceedings at law or in equity as may be necessary or desirable in its sole discretion to cure and remedy the default, including, without limitation, proceedings to compel specific performance. Notwithstanding the preceding two sentences, no notice or cure period shall apply to defaults under Sections 15.D.(iv), (vi) and (ix). Any default under Sections 15.D.(iv), (vi), and (ix) shall constitute an immediate "Event of Default" and shall entitle the City to terminate this Agreement, retain the Earnest Money and Performance Deposit, and exercise such other remedies at law and at equity as may be available to recover the City's land write-down subsidy and attain the City's affordable housing objectives.

D. Default. The occurrence of any one or more of the following shall constitute an "Event of Default" under this Agreement:

- (i) The Developer fails to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations under this Agreement; or
- (ii) The Developer makes or furnishes a warranty, representation, statement or certification to the City (whether in this Agreement, an Economic Disclosure Form, or another document) which is not true and correct; or
- (iii) A petition is filed by or against the Developer under the Federal Bankruptcy Code or any similar state or federal law, whether now or hereafter existing, which is not vacated, stayed or set aside within thirty (30) days after filing; or
- (iv) The Developer abandons or substantially suspends construction of the Improvements; or
- (v) The Developer fails to timely pay real estate taxes or assessments affecting the Property or suffers or permits any levy or attachment, material suppliers' or mechanics' lien, or any other lien or encumbrance unauthorized by this Agreement to attach to the Property; or
- (vi) The Developer makes an assignment, pledge, unpermitted financing, encumbrance, transfer or other disposition in violation of this Agreement; or
- (vii) There is a change in Developer's financial condition or operations that would materially affect the Developer's ability to complete the Improvements; or
- (viii) The Developer fails to comply with the terms of any other written agreement entered into with the City with respect to the Project; or

(ix) The Developer fails to close by the Outside Closing Date.

E. Prior to Closing. If an Event of Default occurs prior to the Closing, the City may terminate this Agreement and retain the Earnest Money and Performance Deposit as liquidated damages.

F. After Closing. If an Event of Default occurs after the Closing but prior to the issuance of the Final Certificate of Completion for the Project, and the default is not cured in the time period provided for herein, the City may exercise any and all remedies available to it at law or in equity, including, without limitation, the right to re-enter and take possession of the Property, terminate the estate conveyed to the Developer, and re-vest title to the Property in the City; provided, however, the re-vesting of title in the City shall be subject to, limited by, and shall not defeat, render invalid, or limit in any way, the lien of any mortgage authorized by this Agreement. Notwithstanding the foregoing, after the issuance of a Partial Certificate of Completion for any individual dwelling unit, the City's right of reverter shall no longer be enforceable with respect to that unit, but the City shall be entitled to all other remedies, including, without limitation, specific enforcement of the covenants that run with the land. The Commissioner of DPD, at her sole discretion, may amend the terms of this Section 15.F.

G. Resale of the Property. Upon the re-vesting in the City of title to the Property as provided in Section 15.F., the City shall employ its best efforts to convey the Property (subject to any first mortgage lien described in this Section 15) to a qualified and financially responsible party (reasonably acceptable to the first mortgagee) who shall assume the obligation of completing the construction of the Improvements or such other improvements as shall be satisfactory to the City, and complying with the covenants that run with the land, as specified in Section 14.

H. Disposition of Resale Proceeds. If the City sells the Property as provided for in Section 15.G., the proceeds from the sale shall be utilized to reimburse the City for:

- (i) costs and expenses incurred by the City (including, without limitation, salaries of personnel) in connection with the recapture, management and resale of the Property (less any income derived by the City from the Property in connection with such management); and
- (ii) all unpaid taxes, assessments, and water and sewer charges assessed against the Property; and
- (iii) any payments made (including, without limitation, reasonable attorneys' fees and court costs) to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of the Developer; and
- (iv) any expenditures made or obligations incurred by the City with respect to construction or maintenance of the Improvements; and
- (v) the fair market value of the land comprising the Property (without any Improvements or partially constructed Improvements thereon) as determined by such sale, less the

Purchase Price previously paid to the City on the Closing Date;

(vi) any other amounts owed to the City by the Developer.

The Developer shall be entitled to receive any remaining proceeds up to the amount of the Developer's equity investment in the Property.

In addition to, and without in any way limiting the City's rights under this Section 15, the City shall have the right to retain the Performance Deposit in the event of a default by the Developer.

I. Waiver and Estoppel. Any delay by the City in instituting or prosecuting any actions or proceedings or otherwise asserting its rights shall not operate as a waiver of such rights or operate to deprive the City of or limit such rights in any way. No waiver made by the City with respect to any specific default by the Developer shall be construed, considered or treated as a waiver of the rights of the City with respect to any other defaults of the Developer.

J. No Remedies Against Bona Fide Purchasers. Notwithstanding anything in this Section 15 or otherwise, the City shall have no rights or remedies against a buyer of a dwelling unit, or against such dwelling unit, after the sale of such unit to such buyer except such rights as may be secured by the Mortgage in the case of a purchaser of an Affordable Unit. By operation of this Section 15.J., each dwelling unit shall be released from the encumbrance of this Agreement at the time of such unit's sale to a bona fide purchaser.

SECTION 16. CONFLICT OF INTEREST; CITY'S REPRESENTATIVES NOT INDIVIDUALLY LIABLE.

The Developer warrants that no agent, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement or the Property, nor shall any such agent, official or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any entity or association in which he or she is directly or indirectly interested. No agent, official or employee of the City shall be personally liable to the Developer or any successor in interest in the event of any default or breach by the City or for any amount which may become due to the Developer or successor or on any obligation under the terms of this Agreement.

SECTION 17. INDEMNIFICATION.

The Developer agrees to indemnify, defend and hold the City harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, reasonable attorneys' fees and court costs) suffered or incurred by the City arising from or in connection with: (a) the failure of the Developer to perform its obligations under this Agreement; (b) the failure of the Developer or any contractor to pay contractors, subcontractors or material suppliers in connection with the construction of the Improvements; (c) any material misrepresentation or omission in the Plan which is the result of information supplied or omitted by the Developer or agents, employees, contractors or other persons acting under the control or at the request of Developer; (d) the failure of the Developer to redress any misrepresentations or omissions

in this Agreement or any other agreement relating hereto; and (e) any activity undertaken by the Developer on the Property prior to or after the Closing. This indemnification shall survive the Closing or any termination of this Agreement (regardless of the reason for such termination).

SECTION 18. ENVIRONMENTAL MATTERS.

A. "As Is" Sale. The City makes no covenant, representation or warranty as to the environmental condition of the Property or the suitability of the Property for any purpose whatsoever, and the Developer agrees to accept the Property "as is."

B. Right of Entry. It shall be the responsibility of the Developer, at its sole cost and expense, to investigate and determine the soil and environmental condition of the Property. The Developer shall have the right to request a right of entry for the purpose of conducting environmental tests on the Property. If the Developer makes such a request within thirty (30) days after the date of this Agreement, the City shall grant the Developer the right to enter the Property for a period of thirty (30) days (the "Inspection Period") pursuant to a Right of Entry Agreement in form and substance acceptable to the City. The granting of the right of entry shall be contingent upon the Developer obtaining all necessary permits and the following types and amounts of insurance: (i) commercial general liability insurance with a combined single limit of not less than \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage liability with the City named as an additional insured; (ii) automobile liability insurance with a combined single limit of not less than \$1,000,000.00 per occurrence for bodily injury and property damage; and (iii) worker's compensation and occupational disease insurance in statutory amounts covering all employees and agents who are to do any work on the Property. All insurance policies shall be from insurance companies authorized to do business in the State of Illinois, and shall remain in effect until completion of all environmental testing activity on the Property. The Developer shall deliver duplicate policies or certificates of insurance to the City prior to commencing any activity on the Property. The Developer expressly understands and agrees that any coverage and limits furnished by the Developer shall in no way limit the Developer's liabilities and responsibilities set forth in this Agreement.

The Developer agrees to carefully inspect the Property prior to the commencement of any activity on the Property to make sure that such activity shall not damage surrounding property, structures, utility lines or any subsurface lines or cables. The Developer shall be solely responsible for the safety and protection of the public. The City reserves the right to inspect any work being done on the Property. The Developer's activities on the Property shall be limited to those reasonably necessary to perform the environmental testing. Upon completion of the work, the Developer agrees to restore the Property to its original condition. The Developer shall keep the Property free from any and all liens and encumbrances arising out of any work performed, materials supplied or obligations incurred by or for the Developer, and agrees to indemnify and hold the City harmless against any such liens. The foregoing indemnification shall survive the Closing or any termination of this Agreement (regardless of the reason for such termination).

The Developer agrees to deliver to the City a copy of each report prepared by or for the Developer regarding the environmental condition of the Property within fourteen (14) days after receipt. If, prior to the Closing, the Developer's environmental consultant determines that contamination exists on the Property to such an extent that the parties agree that the estimated cost

of remediation (such estimated cost being determined by the consultant) is too excessive for the Developer, the Developer may declare this Agreement null and void by giving written notice thereof to the City within thirty (30) days after the expiration of the Inspection Period, whereupon the City shall return the Earnest Money and Performance Deposit to the Developer. The Developer agrees that it will not exercise its right to terminate this Agreement until the City has reviewed all reports concerning the condition of the Property and the parties have had an opportunity to try to resolve the issue. If the Developer elects not to terminate this Agreement pursuant to this Section 18, Developer shall be deemed satisfied with the condition of the Property.

If, after the Closing, the environmental condition of the Property is not in all respects entirely suitable for its intended use, it shall be the Developer's sole responsibility and obligation to take such action as is necessary to put the Property in a condition which is suitable for its intended use. The Developer hereby waives, releases and indemnifies the City from any claims and liabilities relating to or arising from the environmental condition of the Property, including, without limitation, claims arising under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA"), and shall undertake and discharge all liabilities of the City arising from any environmental condition which existed on the Property prior to the Closing, including, without limitation, liabilities arising under CERCLA. The provisions of this paragraph shall survive the Closing or any termination of this Agreement (regardless of the reason for such termination).

The Developer hereby acknowledges that, in purchasing the Property, Developer is relying solely upon its environmental due diligence activities and not upon any information (including, without limitation, environmental studies or reports of any kind) provided by or on behalf of the City or its agents or employees with respect thereto.

SECTION 19. DEVELOPER'S EMPLOYMENT OBLIGATIONS.

A. **Employment Opportunity.** The Developer agrees, and shall contractually obligate its various contractors, subcontractors and any affiliate of the Developer operating on the Property and the Developer Parcel (collectively, the "Employers" and individually, an "Employer") to agree that with respect to the provision of services in connection with the construction of the Improvements or occupation of the Property or the Developer Parcel during the construction period:

- (i) Neither the Developer nor any Employer shall discriminate against any employee or applicant for employment based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, gender identity, military discharge status, marital status, parental status or source of income as defined in the City of Chicago Human Rights Ordinance, Section 2-160-010 et seq. of the Municipal Code of Chicago, as amended from time to time (the "Human Rights Ordinance"). The Developer and each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, gender identity, military discharge status, marital status, parental status or source of income and are treated in a non-discriminatory manner with regard to all job-related matters, including, without limitation: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination;

rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Developer and each Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. In addition, the Developer and each Employer, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, gender identity, military discharge status, marital status, parental status or source of income.

- (ii) To the greatest extent feasible, the Developer and each Employer shall present opportunities for training and employment of low and moderate income residents of the City, and provide that contracts for work in connection with the construction of the Improvements be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the City.
- (iii) The Developer and each Employer shall comply with all federal, state and local equal employment and affirmative action statutes, rules and regulations, including, without limitation, the Human Rights Ordinance, and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1993), and any subsequent amendments and regulations promulgated thereto.
- (iv) The Developer, in order to demonstrate compliance with the terms of this Section, shall cooperate with and promptly and accurately respond to inquiries by the City, which has the responsibility to observe and report compliance with equal employment opportunity regulations of federal, state and municipal agencies.
- (v) The Developer and each Employer shall include the foregoing provisions of subparagraphs (i) through (iv) in every contract entered into in connection with the construction of the Improvements, and shall require inclusion of these provisions in every subcontract entered into by any subcontractors, and every agreement with any affiliate operating on the Property or the Developer Parcel, so that each such provision shall be binding upon each contractor, subcontractor or affiliate, as the case may be.
- (vi) Failure to comply with the employment obligations described in this Section 19.A. shall be a basis for the City to pursue remedies under the provisions of Section 15.

B. City Resident Employment Requirement. The Developer agrees, and shall contractually obligate each Employer to agree, that during the construction of the Improvements, it and they shall comply with the minimum percentage of total worker hours performed by actual residents of the City of Chicago as specified in Section 2-92-330 of the Municipal Code of Chicago (at least fifty percent of the total worker hours worked by persons on the construction of the Improvements shall be performed by actual residents of the City of Chicago); provided, however, that in addition to complying with this percentage, the Developer and each Employer shall be required to make good faith efforts to utilize qualified residents of the City of Chicago in both

unskilled and skilled labor positions.

The Developer and the Employers may request a reduction or waiver of this minimum percentage level of Chicagoans as provided for in Section 2-92-330 of the Municipal Code of Chicago in accordance with standards and procedures developed by the Purchasing Agent of the City of Chicago.

“Actual residents of the City of Chicago” shall mean persons domiciled within the City of Chicago. The domicile is an individual's one and only true, fixed and permanent home and principal establishment.

The Developer and the Employers shall provide for the maintenance of adequate employee residency records to ensure that actual Chicago residents are employed on the construction of the Improvements. The Developer and the Employers shall maintain copies of personal documents supportive of every Chicago employee's actual record of residence.

Weekly certified payroll reports (U.S. Department of Labor Form WH-347 or equivalent) shall be submitted to the Commissioner of the City of Chicago Department of Housing (“DOH”) in triplicate, which shall identify clearly the actual residence of every employee on each submitted certified payroll. The first time that an employee's name appears on a payroll, the date that the company hired the employee should be written in after the employee's name.

The Developer and the Employers shall provide full access to their employment records to the Chief Procurement Officer, the Commissioner of DOH, the Superintendent of the Chicago Police Department, the Inspector General, or any duly authorized representative thereof. The Developer and the Employers shall maintain all relevant personnel data and records for a period of at least three (3) years from and after the issuance of the Final Certificate of Completion.

At the direction of DOH, the Developer and the Employers shall provide affidavits and other supporting documentation to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.

Good faith efforts on the part of the Developer and the Employers to provide work for actual Chicago residents (but not sufficient for the granting of a waiver request as provided for in the standards and procedures developed by the Chief Procurement Officer) shall not suffice to replace the actual, verified achievement of the requirements of this Section concerning the worker hours performed by actual Chicago residents.

If the City determines that the Developer or an Employer failed to ensure the fulfillment of the requirements of this Section concerning the worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this Section. If such non-compliance is not remedied in accordance with the breach and cure provisions of Section 15.C., the parties agree that 1/20 of 1 percent (.05%) of the aggregate hard construction costs set forth in the Budget shall be surrendered by the Developer and for the Employers to the City in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to

report the residency of employees entirely and correctly shall result in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the categories. The willful falsification of statements and the certification of payroll data may subject the Developer and/or the other Employers or employees to prosecution.

Nothing herein provided shall be construed to be a limitation upon the "Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity, Executive Order 11246" and "Standard Federal Equal Employment Opportunity, Executive Order 11246," or other affirmative action required for equal opportunity under the provisions of this Agreement.

The Developer shall cause or require the provisions of this Section 19.B. to be included in all construction contracts and subcontracts related to the construction of the Improvements.

C. Developer's MBE/WBE Commitment. The Developer agrees for itself and its successors and assigns, and, if necessary to meet the requirements set forth herein, shall contractually obligate the general contractor to agree that during the construction of the Project:

- (i) Consistent with the findings which support, as applicable, (a) the Minority-Owned and Women-Owned Business Enterprise Procurement Program, Section 2-92-420 et seq., Municipal Code of Chicago (the "Procurement Program"), and (b) the Minority- and Women-Owned Business Enterprise Construction Program, Section 2-92-650 et seq., Municipal Code of Chicago (the "Construction Program," and collectively with the Procurement Program, the "MBE/WBE Program"), and in reliance upon the provisions of the MBE/WBE Program to the extent contained in, and as qualified by, the provisions of this Section 19.C., during the course of the Project, the following percentages of the MBE/WBE Budget (as set forth in Exhibit H hereto) shall be expended for contract participation by minority-owned businesses ("MBEs") and by women-owned businesses ("WBEs"): (1) At least 24% by MBEs; and (2) At least 4% by WBEs.
- (ii) For purposes of this Section 19.C. only:
 - (a) The Developer (and any party to whom a contract is let by the Developer in connection with the Project) shall be deemed a "contractor" and this Agreement (and any contract let by the Developer in connection with the Project) shall be deemed a "contract" or a "construction contract" as such terms are defined in Sections 2-92-420 and 2-92-670, Municipal Code of Chicago, as applicable.
 - (b) The term "minority-owned business" or "MBE" shall mean a business identified in the Directory of Certified Minority Business Enterprises published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a minority-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.

- (c) The term "women-owned business" or "WBE" shall mean a business identified in the Directory of Certified Women Business Enterprises published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a women-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.
- (iii) Consistent with Sections 2-92-440 and 2-92-720, Municipal Code of Chicago, the Developer's MBE/WBE commitment may be achieved in part by the Developer's status as an MBE or WBE (but only to the extent of any actual work performed on the Project by the Developer) or by a joint venture with one or more MBEs or WBEs (but only to the extent of the lesser of (a) the MBE or WBE participation in such joint venture, or (b) the amount of any actual work performed on the Project by the MBE or WBE); by the Developer utilizing a MBE or a WBE as the general contractor (but only to the extent of any actual work performed on the Project by the general contractor); by subcontracting or causing the general contractor to subcontract a portion of the construction of the Project to one or more MBEs or WBEs; by the purchase of materials or services used in the construction of the Project from one or more MBEs or WBEs; or by any combination of the foregoing. Those entities which constitute both a MBE and a WBE shall not be credited more than once with regard to the Developer's MBE/WBE commitment as described in this Section 19.C. In accordance with Section 2-92-730, Municipal Code of Chicago, the Developer shall not substitute any MBE or WBE general contractor or subcontractor without the prior written approval of DOH.
- (iv) The Developer shall deliver quarterly reports to the City's monitoring staff during the Project describing its efforts to achieve compliance with this MBE/WBE commitment. Such reports shall include, inter alia, the name and business address of each MBE and WBE solicited by the Developer or the general contractor to work on the Project, and the responses received from such solicitation, the name and business address of each MBE or WBE actually involved in the Project, a description of the work performed or products or services supplied, the date and amount of such work, product or service, and such other information as may assist the City's monitoring staff in determining the Developer's compliance with this MBE/WBE commitment. The Developer shall maintain records of all relevant data with respect to the utilization of MBEs and WBEs in connection with the Project for at least five years after completion of the Project, and the City's monitoring staff shall have access to all such records maintained by the Developer, on five business days notice, to allow the City to review the Developer's compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the Project.
- (v) Upon the disqualification of any MBE or WBE general contractor or subcontractor, if such status was misrepresented by the disqualified party, the Developer shall be obligated to discharge or cause to be discharged the disqualified general contractor or subcontractor, and, if possible, identify and engage a qualified MBE or WBE as

a replacement. For purposes of this subsection (v), the disqualification procedures are further described in Sections 2-92-540 and 2-92-730, Municipal Code of Chicago, as applicable.

- (vi) Any reduction or waiver of the Developer's MBE/WBE commitment as described in this Section 19.C. shall be undertaken in accordance with Sections 2-92-450 and 2-92-730, Municipal Code of Chicago, as applicable.
- (vii) Prior to the commencement of the Project, the Developer shall meet with the City's monitoring staff with regard to the Developer's compliance with its obligations under this Section 19.C. The general contractor and all major subcontractors shall be required to attend this pre-construction meeting. During said meeting, the Developer shall demonstrate to the City's monitoring staff its plan to achieve its obligations under this Section 19.C., the sufficiency of which shall be approved by the City's monitoring staff. During the Project, the Developer shall submit the documentation required by this Section 19.C. to the City's monitoring staff, including the following: (a) MBE/WBE utilization plan and record; (b) subcontractor's activity report; (c) contractor's certification concerning labor standards and prevailing wage requirements; (d) contractor letter of understanding; (e) monthly utilization report; (f) authorization for payroll agent; (g) certified payroll; (h) evidence that MBE/WBE contractor associations have been informed of the Project via written notice and hearings; and (i) evidence of compliance with job creation requirements. Failure to submit such documentation on a timely basis, or a determination by the City's monitoring staff, upon analysis of the documentation, that the Developer is not complying with its obligations under this Section 19.C., shall, upon the delivery of written notice to the Developer, be deemed an Event of Default. Upon the occurrence of any such Event of Default, in addition to any other remedies provided in this Agreement, the City may: (1) issue a written demand to the Developer to halt the Project, (2) withhold any further payment of any city funds to the Developer or the general contractor, or (3) seek any other remedies against the Developer available at law or in equity.

SECTION 20. PROVISIONS NOT MERGED WITH DEED.

The provisions of this Agreement shall not be merged with the Deed, and the delivery of the Deed shall not be deemed to affect or impair the provisions of this Agreement.

SECTION 21. HEADINGS.

The headings of the various sections of this Agreement have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending, or affecting in any way the express terms and provisions hereof.

SECTION 22. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement between the parties and supersedes and replaces completely any prior agreements between the parties with respect to the subject matter hereof. This Agreement may not be modified or amended in any manner other than by supplemental written agreement executed by the parties.

SECTION 23. SEVERABILITY.

If any provision of this Agreement, or any paragraph, sentence, clause, phrase or word, or the application thereof, is held invalid, the remainder of this Agreement shall be construed as if such invalid part were never included and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

SECTION 24. NOTICES.

Any notice, demand or communication required or permitted to be given hereunder shall be given in writing at the addresses set forth below by any of the following means: (a) personal service; (b) facsimile; (c) overnight courier; or (d) registered or certified first class mail, postage prepaid, return receipt requested:

If to the City: City of Chicago
 Department of Planning and Development
 121 North LaSalle Street, Room 1000
 Chicago, Illinois 60602

With a copy to: City of Chicago
 Department of Law
 121 North LaSalle Street, Room 600
 Chicago, Illinois 60602
 Attn: Real Estate Division

If to the Developer: Maktub Chicago Development, LLC
 4554 South Lake Park Avenue
 Chicago, Illinois 60653
 Attn.: Ghian Forman

Any notice, demand or communication given pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon confirmed transmission by facsimile, respectively, provided that such facsimile transmission is confirmed as having occurred prior to 5:00 p.m. on a business day. If such transmission occurred after 5:00 p.m. on a business day or on a non-business day, it shall be deemed to have been given on the next business day. Any notice, demand or communication given pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier. Any notice, demand or communication sent pursuant to clause (d) shall be deemed received three (3) business days after mailing. The parties, by notice given hereunder, may designate any further or different addresses to which

subsequent notices, demands or communications shall be given.

SECTION 25. ORGANIZATION AND AUTHORITY.

The Developer represents and warrants that it is a duly organized and validly existing limited liability company under the laws of the State of Illinois, with full power and authority to acquire, own and redevelop the Property, and that the person signing this Agreement on behalf of the Developer has the authority to do so.

SECTION 26. SUCCESSORS AND ASSIGNS.

Except as otherwise provided in this Agreement, the terms and conditions of this Agreement shall apply to and bind the successors and assigns of the parties.

SECTION 27. RECORDATION OF AGREEMENT.

This Agreement shall be recorded at the Office of the Cook County Recorder of Deeds prior to or as part of the Closing. The Developer shall pay the recording fees.

SECTION 28. EXHIBITS.

All exhibits referred to herein and attached hereto shall be deemed part of this Agreement.

SECTION 29. COUNTERPARTS.

This Agreement may be executed in counterparts, each of which shall constitute an original instrument.

SECTION 30. PATRIOT ACT CERTIFICATION.

Neither Developer nor any Affiliate thereof is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List

As used in the above paragraph, an "Affiliate" shall be deemed to be a person or entity related to Developer that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with Developer, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

SECTION 31. BUSINESS RELATIONSHIPS.

The Developer acknowledges (A) receipt of a copy of Section 2-156-030 (b) of the Municipal Code of Chicago, (B) that it has read such provision and understands that pursuant to such Section 2-156-030 (b) it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (c) that a violation of Section 2-156-030 (b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Agreement and the transactions contemplated hereby. The Developer hereby represents and warrants that, to the best of its knowledge after due inquiry, no violation of Section 2-156-030 (b) has occurred with respect to this Agreement or the transaction contemplated hereby.

SECTION 32. PROHIBITION ON CERTAIN CONTRIBUTIONS - MAYORAL EXECUTIVE ORDER NO. 05-1.

Consistent with the intent of Mayoral Executive Order No. 05-1, compliance with the substance of which is intended by this Section 32, the Developer hereby agrees that the Developer, any person or entity who directly or indirectly has an ownership or beneficial interest in the Developer of more than 7.5 percent, the General Partner or Managing Member, any person or entity who directly or indirectly has an ownership or beneficial interest in the General Partner or Managing Member of more than 7.5 percent, Owner, any person or entity who directly or indirectly has an ownership, beneficial or other controlling interest in Owner of more than 7.5 percent (collectively, "Controlling Owners"), spouses and domestic partners of such Controlling Owners, (collectively, all the preceding classes of persons and entities are hereinafter referred to as the "Ownership Parties") shall not make a contribution of any amount to the Mayor of the City ("Mayor") or to his political fundraising committee (i) after execution of this Agreement by the Developer, and (ii) while this Agreement or any Other Contract is executory, (iii) during the term of this Agreement or any Other Contract between the Developer and the City, or (iv) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

The Developer hereby agrees to require that the General Contractor, any person or entity who directly or indirectly has an ownership or beneficial interest in the General Contractor of more than 7.5 percent, any Subcontractor, any person or entity who directly or indirectly has an ownership or beneficial interest in any Subcontractor of more than 7.5 percent (collectively, "Interested Parties"), and spouses and domestic partners of such Interested Parties (collectively, all the preceding classes of persons and entities are hereinafter referred to, together with the Ownership Parties, as the "Identified Parties") shall not make a contribution of any amount to the Mayor or to his political fundraising committee (i) after execution of this Agreement by the Developer, and (ii) while the Construction Contract or any Subcontract is executory, (iii) during the term of the Construction Contract or any Subcontract, or (iv) during any period while an extension of the Construction Contract or any Subcontract is being sought or negotiated.

The Developer represents and warrants that as of the later of (i) February 10, 2005, or (ii) the date that the City approached the Developer, or the Developer approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

The Developer agrees that it shall not and it shall require all other Identified Parties to not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

The Developer agrees that it must not and it shall require all other Identified Parties to not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 05-1 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 05-1. The Developer shall impose the restrictions of this Section 32 in the Construction Contract and shall specifically require the General Contractor to impose the restrictions of this Section 32 in all Subcontracts.

The Developer agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 05-1 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Agreement, and under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

For purposes of this provision:

"Bundle" means to collect contributions from more than one source that are then delivered by one person to the Mayor or to his political fundraising committee.

"Other Contract" means any other agreement with the City to which the Developer is a party that is (i) formed under the authority of Chapter 2-92 of the Municipal Code of Chicago; (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the City Council.

"Contribution" means a "political contribution" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

Individuals are "Domestic Partners" if they satisfy the following criteria:

- (A) they are each other's sole domestic partner, responsible for each other's common welfare; and
- (B) neither party is married; and
- (C) the partners are not related by blood closer than would bar marriage in the State of Illinois; and
- (D) each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and
- (E) two of the following four conditions exist for the partners:
 - 1. The partners have been residing together for at least 12 months.
 - 2. The partners have common or joint ownership of a residence.
 - 3. The partners have at least two of the following arrangements:
 - a. joint ownership of a motor vehicle;
 - b. a joint credit account;
 - c. a joint checking account;
 - d. a lease for a residence identifying both domestic partners as tenants.
 - 4. Each partner identifies the other partner as a primary beneficiary in a will.

"Political fundraising committee" means a "political fundraising committee" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

SECTION 33. WASTE ORDINANCE PROVISIONS.

In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, the Developer warrants and represents that it, and to the best of its knowledge, its contractors and subcontractors, have not violated and are not in violation of the following sections of the Code (collectively, the "Waste Sections"):

- 7-28-390 Dumping on public way;
- 7-28-440 Dumping on real estate without permit;
- 11-4-1410 Disposal in waters prohibited;
- 11-4-1420 Ballast tank, bilge tank or other discharge;
- 11-4-1450 Gas manufacturing residue;
- 11-4-1500 Treatment and disposal of solid or liquid waste;
- 11-4-1530 Compliance with rules and regulations required;
- 11-4-1550 Operational requirements; and
- 11-4-1560 Screening requirements.

During the period while this Agreement is executory, Developer's, general contractor's or any subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Agreement, constitutes a breach of and an event of default under this Agreement, for which the opportunity to cure, if curable, will be granted only at the sole discretion of the Chief Procurement Officer. Such breach and default entitles the City to all remedies under the Agreement, at law or in equity.

This section does not limit the Developer, general contractor's and its subcontractors' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Agreement.

Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Agreement, and may further affect the Developer's eligibility for future contract awards.

SECTION 34. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on or as of the date first above written.

CITY OF CHICAGO,
an Illinois municipal corporation,
acting by and through its
Department of Planning and Development

By: _____
Lori T. Healey
Commissioner

**MAKTUB CHICAGO DEVELOPMENT,
LLC**
an Illinois limited liability company

By: _____
Name: _____
Its: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Lori T. Healey, personally known to me to be the Commissioner of the Department of Planning and Development of the City of Chicago, an Illinois municipal corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and, being first duly sworn by me, acknowledged that, as the Commissioner, she signed and delivered the foregoing instrument pursuant to authority given by the City of Chicago as her free and voluntary act and as the free and voluntary act and deed of the corporation, for the uses and purposes therein set forth.

GIVEN under my notarial seal this ___ day of _____, _____.

NOTARY PUBLIC

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the _____ of Maktub Chicago Development, LLC, an Illinois limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and, being first duly sworn by me, acknowledged that he signed and delivered the foregoing instrument pursuant to authority given by said company, as his free and voluntary act and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

GIVEN under my notarial seal this ___ day of _____, _____.

NOTARY PUBLIC

[(Sub)Exhibits "C" and "H" referred to in this Redevelopment Agreement with Maktub Chicago Development, L.L.C. unavailable at time of printing.]

[(Sub)Exhibit "G" referred to in this Redevelopment Agreement with Maktub Chicago Development, L.L.C. printed on pages 87059 through 87071 of this Journal.]

(Sub)Exhibits "A", "B", "D", "E" and "F" referred to in this Redevelopment Agreement with Maktub Chicago Development, L.L.C. read as follows:

(Sub)Exhibit "A".

(To Redevelopment Agreement With Maktub
Chicago Development, L.L.C.)

Legal Description Of Property (subject to title and survey):

the east 129½ feet of Lot 1 and the east 129½ feet of the north 20 feet of Lot 2 in Block 13 in Cleaverville in Section 2, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

4515 South Greenwood Avenue
Chicago, Illinois.

Permanent Index Number:

20-02-314-004.

(Sub)Exhibit "B".

(To Redevelopment Agreement With Maktub
Chicago Development, L.L.C.)

Narrative Description Of Project.

Developer shall construct one (1), three and one-half (3½) story, eight (8) unit, residential condominium building on the Property. Seven (7) of the eight (8) units will be market-rate and the eighth (8th) unit will be affordable. Each of the market-rate units will contain three (3) bedrooms and two (2) baths. The Affordable Unit will contain two (2) bedrooms and two (2) baths. Each condominium unit will have one (1) on-site parking space.

The building will have an all masonry facade that compliments the existing architecture on Drexel Boulevard. The Project will comply with Leadership in Energy and Environmental Design ("L.E.E.D.") Standards and have a green roof that is Energy Star certified and covers fifty percent (50%) of the net roof area.

(Sub)Exhibit "D".
(To Redevelopment Agreement With Maktub
Chicago Development, L.L.C.)

Notice Of Closing.

City of Chicago
Department of Planning and Development
121 North LaSalle Street, Room 1006
Chicago, Illinois 60602

Attention: _____

Re: Notice of Closing

Address: _____

Please be advised that _____ has completed the construction of a residential unit/Project at the above-referenced location in accordance with that certain Agreement for the Sale and Redevelopment of Land dated as of _____, and recorded with the Office of the Recorder of Deeds of Cook County, Illinois, on _____, as Document Number _____ ("Redevelopment Agreement"), and would like to schedule a closing on _____. Attached hereto please find a copy of the required Certificate of Substantial Completion for the unit. Please schedule your inspection with _____ who can be reached at (____) _____. Please notify the undersigned when the Certificate of Partial/Final Completion is available for pickup.

Sincerely,

By: _____

(Sub)Exhibit "E".
(To Redevelopment Agreement With Maktub
Chicago Development, L.L.C.)

Certificate Of Substantial Completion.

City of Chicago
Department of Planning and Development
121 North LaSalle Street, Room 1006
Chicago, Illinois 60602

Attention: _____

Re: Notice of Closing

Address: _____

This will certify that the condominium unit at the above-referenced location has been substantially completed in accordance with the plans and specifications provided to the City and dated _____.

[Project Architect]

By: _____

Name: _____

Its: _____

(Sub)Exhibit "F".
(To Redevelopment Agreement With Maktub
Chicago Development L.L.C.)

Affidavit.

I, _____, this ____ day of _____, ____, hereby state under oath as follows:

1. I am purchasing the property located at _____, Chicago, Illinois (the "Property") from _____ (the "Developer").
2. The Developer constructed the housing unit on the Property in part by utilizing a subsidy from the City of Chicago ("City").
3. In conjunction with my purchase of the Property, I have supplied certain information to Developer or to my lender concerning income and employment.
4. I approved the transmission of such income and employment information to the City, and I understand the City used this information to determine if I, as purchaser of the Property, meet the guidelines contained in that certain Agreement for the Sale and Redevelopment of Land dated as of _____, and recorded with the Office of the Recorder of Deeds of Cook County, Illinois, on _____, as Document Number _____ ("Redevelopment Agreement"), concerning income and employment eligibility.
5. The Developer informed me that I met the guidelines contained in the Redevelopment Agreement.
6. I certify that said income and employment information supplied to the City by Developer or the lender has not substantially changed.

By: _____

Subscribed and sworn to before me this _____ day of _____, _____.

Notary Public

My commission expires: _____.

(Sub)Exhibit "G".
 (To Redevelopment Agreement With Maktub
 Chicago Development, L.L.C.)

*Mortgage, Security And Recapture Agreement, Including
 Residency, Transfer, Financing And
 Affordability Covenants.*

**(Compliant with the Owner-Occupied Housing Features of the
 Affordable Housing Ordinance of 2003)**

CITY AFFORDABILITY AMOUNT	AFFORDABILITY PERIOD
\$ _____ [FILL IN HERE AND IN ART. I]	30 Years

THIS MORTGAGE, SECURITY AND RECAPTURE AGREEMENT, INCLUDING RESIDENCY, TRANSFER, FINANCING AND AFFORDABILITY COVENANTS (this "**Mortgage**") is made as of this ___ day of _____, 200__ from [INSERT NAME(S) AND DESCRIBE MARITAL STATUS] _____ [IF RECIPIENT IS ONE PERSON: (the "**Mortgagor**"),] [IF RECIPIENT IS MORE THAN ONE PERSON: (collectively, jointly and severally referred to herein as the "**Mortgagor**"),] to the CITY OF CHICAGO, an Illinois municipal corporation, acting by and through its Department of Planning and Development, and having its principal office at City Hall, 121 N. LaSalle Street - Room 1000, Chicago, Illinois 60602 (the "**City**" or "**Mortgagee**"). Capitalized terms not otherwise defined herein shall have the meaning set forth in Section 1.

RECITALS

- A. On April 9, 2003, the City Council of the City adopted the Affordable Housing Ordinance (the **AHO**), codified at Chapter 2-44-090 of the Municipal Code of the City, which obligates the City to impose certain affordability and recapture requirements upon developers who undertake residential development projects that receive City assistance either in the form of the sale of City land at less than fair market value or in the form of financial assistance.
- B. The City and Maktub Chicago Development, LLC, an Illinois limited liability company (**Developer**), have executed that certain Agreement for the Sale and Redevelopment of Land, DATED _____, 200__ and recorded in the Office of the Recorder of Deeds of Cook County as document # _____ (the **Redevelopment Agreement**). Pursuant to the Redevelopment Agreement, the Developer has constructed [GIVE NAME OR ADDRESS OF RESIDENTIAL PROJECT] on the real property legally described on **Exhibit A** (such

- real property, the Property and such project, the Project). As part of the Project, the Developer has constructed on the real property legally described on Exhibit B attached hereto (the Land) a single family housing unit (the Home).
- C. Pursuant to the Redevelopment Agreement, the City sold and conveyed all of the Property to the Developer for a price that is less than the fair market value of the Property.
- D. Pursuant to the AHO, the Developer acknowledges that it is required to sell the Mortgaged Property to Mortgagor for the Base Purchase Price, plus upgrades, subject to Mortgagor's execution of this Mortgage in favor of Mortgagee, which Mortgage secures the residency, transfer, financing and affordability covenants set forth in Section 3 of this Mortgage (such covenants, the Affordability Covenants), which covenants shall run with the Land and are intended to assure that the City achieves the affordable housing objectives of the AHO and complies with the affordability and recapture provisions of the AHO.
- E. The Affordability Covenants require that, among other things, with respect to the initial sale of the Mortgaged Property (in connection with which this Mortgage is being granted), and with respect to each resale of the Mortgaged Property during the Affordability Period (unless Mortgagor is permitted and elects to repay to the City the Recapture Amount), such Mortgaged Property may only be sold to a Qualified Household for an Affordable Price.
- F. Mortgagor has covenanted to Mortgagee herein that it is a Qualified Household and that the Base Purchase Price is an Affordable Price.
- G. Mortgagor acknowledges and agrees that, as of the Purchase Date, the Base Purchase Price is less than the fair market price for the Mortgaged Property by an amount equal to the City Affordability Amount, as evidenced by contemporaneous or projected sales of comparable homes.
- H. Mortgagor acknowledges and agrees that, but for the City's imposition of the Affordability Covenants, Mortgagor would have been unable to purchase the Mortgaged Property for an Affordable Price.
- I. The City has required Mortgagor to execute this Mortgage in order to both (a) impose the Affordability Covenants upon the Mortgaged Property and give notice of the Affordability Covenants to Mortgagor, to any subsequent purchaser of the Mortgaged Property, and to any lender having a mortgage secured by the Mortgaged Property, and (b) to secure the payment of the Recapture Amount described in Section 4.02 hereof and Mortgagor's other obligations under this Mortgage.
- J. In consideration of the benefits accruing to Mortgagor as a result of its purchase of the Mortgaged Property for an Affordable Price, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor has executed and delivered to the City this Mortgage.

NOW, THEREFORE, to secure the performance and observance by Mortgagor of all the terms, covenants and conditions described herein, and in order to charge the properties, interests and rights hereinafter described with such consideration, Mortgagor has executed and delivered this Mortgage and does hereby grant, convey, assign, mortgage, grant a security interest in, and confirm unto Mortgagee and its successors and assigns forever, all of Mortgagor's right, title and interest in the following described property (which is hereinafter sometimes referred to as "Mortgaged Property"):

- (A) The Land and, if such Land constitutes a common element under applicable condominium property law, Mortgagor's undivided interest therein and in any common elements and limited common elements associated therewith;
- (B) The Home and all easements, rights, interests and appurtenances thereto, including, without limitation, any deeded, reserved or assigned parking area or storage space and any interest in common elements and limited common elements associated therewith;
- (C) All structures and improvements of every nature whatsoever now or hereafter located on the Land or situated within or comprising a part of the Home, including, without limitation, all fixtures of every kind and nature whatsoever which are or shall be attached to said buildings, structures or improvements, and now or hereafter owned by Mortgagor, including all extensions, additions, improvements, betterments, renewals and replacements of any of the foregoing (the "Improvements"); and
- (D) All rents and issues of the Land, Home and Improvements from time to time and all of the estate, right, title, interest, property, possession, claim and demand at law, as well as in equity of Mortgagor, in and to the same;

TO HAVE AND TO HOLD the Mortgaged Property and all parts thereof unto Mortgagee, its successors and assigns, to its own proper use, benefit and advantage forever, subject, however, to the terms, covenants and conditions herein;

WITHOUT limitation of the foregoing, Mortgagor hereby further grants unto Mortgagee, pursuant to the provisions of the Uniform Commercial Code of the State of Illinois, a security interest in all of the above-described property, which are or are to become fixtures.

THIS MORTGAGE IS GIVEN TO SECURE: (a) payment of all Recapture Amounts described herein, (b) performance of the Affordability Covenants, and © the payment and performance of all other obligations, covenants, conditions and agreements contained herein and in any other agreement, document or instrument to which reference is expressly made in the Mortgage.

ARTICLE I

INCORPORATION OF RECITALS; DEFINITIONS

The recitals set forth above constitute an integral part of the Mortgage and are hereby incorporated

herein by this reference with the same force and effect as if set forth herein as the agreement of the Mortgagor.

As used herein, the following capitalized terms shall be defined as follows:

"Affordability Covenants" shall mean the affordability covenants and requirements contained in Section 3 hereof and Exhibit C hereto.

"Affordability Period" shall mean the 30-year period commencing on the Purchase Date.

"Affordable Price" shall mean an amount less than or equal to the price at which Monthly Homeownership Costs for the Mortgaged Property would total not more than 30% of household income for a household with a family size equal to the product of 1.5 multiplied by the number of bedrooms in the Mortgaged Property whose income is the maximum amount allowable for such household to qualify as a Qualified Household.

"Base Purchase Price" shall mean \$ _____, which is the base purchase price the Mortgagor paid the Developer for the Mortgaged Property pursuant to the requirements of the Redevelopment Agreement.

"City Affordability Amount" shall mean \$ _____, constituting the dollar difference between the market value of the Mortgaged Property at the time of its purchase from Developer (based on appraisals, comparable sales or similar evidence reasonably acceptable to the City's Department of Planning and Development or any successor department thereof) and the Base Purchase Price.

"Monthly Homeownership Costs" shall mean the sum of the following estimated amounts:

- (i) monthly principal and interest payments on a 30-year fixed rate purchase money mortgage in the amount of 95% of the purchase price of the Mortgaged Property, bearing interest at a rate equal to the prevailing rate as published in the Chicago Tribune (or posted on the internet website maintained by the Chicago Tribune) as of the date of calculation of Monthly Homeownership Costs, rounded up to the nearest quarter percent,
- (ii) annual estimated real property taxes for the Mortgaged Property (based upon the most recently issued real estate tax bill), divided by 12,
- (iii) annual insurance premiums for the Mortgaged Property, divided by 12, for homeowners insurance in the amount of the replacement value of the Mortgaged Property, and
- (iv) monthly condominium assessment payments or similar homeowners association payments for the Mortgaged Property, if applicable.

"Purchase Date" shall mean the date on which the Mortgagor purchased the Mortgaged Property, which shall be deemed to be the date on which this Mortgage is recorded.

"Purchase Price" shall mean \$ _____, being the sum of the Base Purchase Price plus upgrades.

"Qualified Household" shall mean a single person, family or unrelated persons living together whose adjusted income is not more than 100% of the Chicago-area median income, adjusted for family size, as such adjusted income and Chicago-area median income are determined from time to time by the United States Department of Housing and Urban Development for purposes of Section 8 of the United States Housing Act of 1937. As of the Purchase Date, such income limitations are as follows [**CURRENT INFORMATION MUST BE OBTAINED FROM HUD JUST PRIOR TO CLOSING DATE**]:

<u># of Persons In Household</u>	<u>100% of AMI</u>
1	\$52,800
2	\$60,300
3	\$67,900
4	\$75,400
5	\$81,400
6	\$87,500

"Recapture Amount" shall mean an amount, determined as of any applicable determination date, equal to the City Affordability Amount plus simple, non-compounding interest on such amount at the rate of three percent (3.0%) per annum (assuming twelve 30 day months) calculated from the Purchase Date to the date of the Recapture Default. For example, if (a) this Mortgage was recorded January 1, 2005, (b) the date of the Recapture Default was July 1, 2011, and (c) the City Affordability Amount was \$20,000, then (i) the interest on the City Affordability Amount would be \$3,900 (\$600/year for 6 years, plus \$300 for one half-year), and (ii) the Recapture Amount would be \$23,900 (\$20,000 plus \$3,900).

ARTICLE II

COVENANTS, REPRESENTATIONS AND WARRANTIES

Mortgagor covenants and agrees with Mortgagee that, at all times during the Affordability Period:

2.01 Taxes and Assessments. (a) Mortgagor will pay when due all general taxes and assessments (including, without limitation, any condominium or homeowners association assessments, if applicable), special assessments, water charges and all of the charges against the Mortgaged Property and shall, upon written request, furnish to Mortgagee receipts evidencing payment thereof, provided that Mortgagor, in good faith and with reasonable diligence, may contest the validity or amount of any such taxes, assessments or charges,

provided that during any such contest the enforcement of the lien of such taxes, assessments or charges is stayed.

- (b) Mortgagor will not suffer (unless bonded or insured over) any mechanic's, laborer's, materialmen's or statutory lien to remain outstanding upon any of the Mortgaged Property. Mortgagor may contest such lien, provided that Mortgagor shall first post a bond in the amount of the contested lien, or provide title insurance over such contested lien, and further provided that Mortgagor shall diligently prosecute the contested lien and cause the removal of the same.

2.02 Insurance. Mortgagor shall keep the Mortgaged Property continuously insured (or shall use reasonable efforts to cause the condominium or homeowners association, as applicable, to keep insured such parts of the Mortgaged Property as may be required to be insured by such association under the applicable declaration) in such amounts and against such risks as required of Mortgagor by the Senior Lender, paying the premiums for said insurance as they become due. Policies of insurance shall name Mortgagee as an additional insured. All policies of insurance shall provide that the same shall not be canceled, except upon 30 days prior written notice to Mortgagee.

2.03 Maintenance of the Property. (a) Mortgagor shall preserve and maintain the Mortgaged Property in good condition and repair, will not commit or suffer any waste thereof, and will keep the same in a clean, orderly and attractive condition. Mortgagor shall not do or suffer to be done anything which will increase the risk of fire or other hazard to the Mortgaged Property or any part thereof.

- (b) If the Mortgaged Property or any part thereof is damaged by fire or any other cause, Mortgagor will immediately give written notice of the same to Mortgagee.
- (c) Mortgagee or its representatives shall have the right to inspect the Mortgaged Property to assure compliance with the terms of this Mortgage.
- (d) Mortgagor shall promptly comply, and cause the Mortgaged Property to comply, with all present and future laws, ordinances, orders, rules and regulations and other requirements of any governmental authority affecting the Mortgaged Property or any part thereof and with all instruments and documents of record or otherwise affecting the Mortgaged Property or any part thereof.
- (e) If all or any part of the Mortgaged Property shall be damaged by fire or other casualty, Mortgagor (subject to the rights of the Board of Managers of the condominium or homeowners association, if applicable, with respect to any proceeds applicable to common elements or limited common elements), will promptly restore the Mortgaged Property to the equivalent of its condition prior to the casualty, to the extent of any insurance proceeds made available to Mortgagor for that purpose.

- 2.04 Subordination. This Mortgage shall be subject and subordinate in all respects to that certain mortgage dated as of _____, 200__, between Mortgagor and _____ (the **Senior Lender**), recorded with the Office of the Recorder of Deeds of Cook County, Illinois on _____, 200__ as document # _____ (the **Senior Mortgage**), to secure indebtedness in the original principal amount not to exceed the Base Purchase Price. This Mortgage shall also be subordinate to any subsequent mortgage that refinances the Senior Mortgage, so long as such refinancing is not in an amount greater than the Base Purchase Price.
- 2.05 Income Eligibility. Mortgagor represents and warrants to Mortgagee that, based on Mortgagor's household income, as of the time of Mortgagor's execution of its purchase contract for the Mortgaged Property, Mortgagor's household was a Qualified Household as of such date.
- 2.06 Foreclosure of Senior Mortgage. In the event of a transfer of title of the Mortgaged Property through foreclosure or recording of deed in lieu of foreclosure to the Senior Lender pursuant to the Senior Mortgage, Mortgagee acknowledges and agrees that the Affordability Covenants and any other provisions contained herein restricting the sale and occupancy of the Mortgaged Property to buyers or occupants which meet the income eligibility requirements of the AHO shall be released and shall have no further force or effect; provided, however, that all such Affordability Covenants and restrictions shall be revived according to the original terms if, during the Affordability Period, the Mortgagor or any member of Mortgagor's household or family reacquires an ownership interest in the Mortgaged Property. Any other person (including the successors and/or assigns of Senior Lender) receiving title to the Mortgaged Property through a foreclosure or deed in lieu of foreclosure of the Senior Mortgage shall also receive title to the Mortgaged Property free and clear of such restrictions.

Further, if Senior Lender acquires title to the Mortgaged Property pursuant to a deed in lieu of foreclosure, the lien of this Mortgage and the restrictions contained herein shall automatically terminate upon the Senior Lender's acquisition of title to the Mortgaged Property, provided that: (i) the Senior Lender has given written notice to Mortgagor of a default under the Senior Mortgage in accordance with its terms, (ii) the Mortgagor shall not have cured the default under the Senior Mortgage within any applicable cure period(s) provided for therein; and (iii) any proceeds from any subsequent sale of the Mortgaged Property, if any, which Mortgagee is entitled to receive after payment of all amounts due pursuant to the Senior Mortgage and pursuant to this Mortgage, are paid to Mortgagee.

ARTICLE III

RESIDENCY, TRANSFER, FINANCING AND AFFORDABILITY COVENANTS

Mortgagor covenants to comply with the residency, transfer, financing and affordability covenants set forth in Exhibit C, which covenants are materially related to the City's affordable housing objectives of the AHO.

ARTICLE IV

DEFAULT

4.01 Events of Default. The terms "**Event of Default**" or "**Events of Default**," wherever used in the Mortgage, shall mean any one or more of the following events:

- (a) a failure by Mortgagor to comply with any of the Affordability Covenants set forth in Exhibit C.
- (b) failure by Mortgagor to duly observe or perform any other material term, covenant, condition or agreement in the Mortgage after the expiration of the applicable cure periods provided in Section 4.02; or
- (c) a default continuing beyond all applicable cure periods under the Senior Mortgage and permitting foreclosure thereunder.

4.02 City Remedies. The City shall have the following remedies, depending on the nature and timing of the Event of Default:

- (a) Recapture Defaults. If an Event of Default arising from a breach of one or more of the covenants set forth in Exhibit C occurs, (such a default, a "**Recapture Default**"), the City may seek specific enforcement of the Affordability Covenants and any other remedies available under this Mortgage. The City, in its sole discretion, and in lieu of its specific enforcement of the Affordability Covenants, may elect to require payment of the Recapture Amount in the event that the City determines that specific enforcement of the Affordability Covenants is impractical or inappropriate. If Mortgagor pays to the City the Recapture Amount pursuant to an election by the City to accept same, then the City shall have no other remedy with respect to such Event of Default and shall be obligated to execute and deliver a release of this Mortgage in recordable form and any subsequent transferee shall not be bound by any Affordability Covenants or otherwise required to execute and deliver any mortgage in favor of the City.
- (b) Other Mortgage Defaults. If an Event of Default occurs that is not a Recapture Default, and such default involves a failure to make timely payment of any amount due and secured by this Mortgage or the Senior Mortgage and such failure is not cured within 10 days of the Mortgagee's delivery of written notice of such failure to Mortgagor (a "**Monetary Event of Default**"), then Mortgagee shall be entitled to immediately: (i) declare the Recapture Amount immediately due and payable (with such Monetary Event of Default date being also being deemed the Recapture Default date for purposes of computing such amount); and (ii) exercise any other remedies available under this Mortgage (including, without limitation, specific enforcement of the Affordability Covenants any time prior to the end of the Affordability Period of this Mortgage), in either instance without further notice or demand.

- (c) If an Event of Default occurs by Mortgagor failing to perform any other non-monetary obligation required under this Mortgage that is not described in Section 4.02(a) or (b) and such failure is not cured within 60 days of the Mortgagee's delivery of written notice of such failure to Mortgagor, Mortgagee shall be entitled to immediately: (i) declare the Recapture Amount immediately due and payable (with such non-monetary Event of Default date being also being deemed the Recapture Default date for purposes of computing such amount); and (ii) exercise any other remedies available under this Mortgage (including, without limitation, specific enforcement of the Affordability Covenants any time prior to the end of the Affordability Period of this Mortgage), in either instance without further notice or demand. In the event such default cannot reasonably be cured within such 60-day period, however, and if Mortgagor has commenced efforts to cure such default, then the time to cure shall be extended so long as said party diligently continues to cure such default.
- (d) If an event of default occurs under the Senior Lender's security documents (after the giving of any applicable notice and lapse of any applicable cure period, if any) and the Senior Lender commences efforts to foreclose its mortgage (or obtain a deed-in-lieu-of-foreclosure), obtain appointment of a receiver for the Mortgaged Property, or obtain possession of the Mortgaged Property, such event of default shall (notwithstanding anything in this Section 4.02 to the contrary) constitute an immediate Event of Default under this Mortgage and the Mortgagee shall be entitled to immediately: (i) declare the Recapture Amount immediately due and payable (with such commencement date being also deemed the Recapture Default date for purposes of computing the Recapture Amount); and (ii) exercise any other remedies available under this Mortgage, in either instance without further notice or demand.

4.03 Other Remedies. (a) If any amounts due under and secured by this Mortgage shall become due, whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof for such indebtedness or part thereof. This Mortgage and the right of foreclosure hereunder shall not be impaired or exhausted by any foreclosure of the Senior Mortgage, and may be foreclosed successively and in parts, until all of the Mortgaged Property has been foreclosed against. In any such foreclosure, or upon the enforcement of any other remedy of Mortgagee, there shall be allowed and included as additional indebtedness all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for reasonable attorneys fees, appraisers fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, and costs involved in title insurance and title examinations. All expenditures and expenses of the nature in this Section 4.03 mentioned, and such expenses and fees as may be incurred in the protection of the Mortgaged Property and the maintenance of the lien of this Mortgage, including the reasonable fees of any attorney employed by Mortgagee in any litigation or proceeding affecting this Mortgage, or the Mortgaged Property, including probate and bankruptcy proceedings, or in preparation for the commencement or defense of any proceeding or threatened suit or proceeding, shall be immediately due and payable by Mortgagor, with interest thereon at the lesser of the highest rate permitted by law or fifteen percent (15%) per annum, and shall be secured by this Mortgage. The proceeds of any foreclosure sale of the Mortgaged Property shall be distributed and applied in the following order of priority: (i) on account of all costs and

expenses incidental to the foreclosure proceedings, including all such items as are mentioned in this section; (ii) repayment of the indebtedness owed to the Senior Lender, subject to the limitation in Section 2.04; (iii) repayment of any other amounts due under this Mortgage; and (iv) payment of any remaining amounts due to Mortgagor, its successors or assigns, as their rights may appear.

- (b) Mortgagor shall not and will not apply for or avail itself of any appraisal, valuation, stay, extension or exemption laws, or any so-called "Moratorium Laws," now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but hereby waives the benefit of such laws. Mortgagor, for itself and all who may claim through or under it, waives any and all right to have the property and estates comprising the Mortgaged Property marshaled upon any foreclosure of the lien hereof, and agrees that any court having jurisdiction to foreclose such lien may order the Mortgaged Property sold as an entirety. To the extent permitted by law, Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage on such Mortgagor's behalf and on behalf of each and every person, except decree or judgment creditors of Mortgagor, acquiring any interest in or title to the Mortgaged Property subsequent to the date of this Mortgage.
- (c) Upon any other entering upon or taking of possession of the Mortgaged Property after the occurrence of an Event of Default and the expiration of the applicable cure period and other than by means of a foreclosure, Mortgagee, subject to the rights of the Senior Lender, may hold, use, manage and control the Mortgaged Property and, from time to time: (i) make all necessary and proper maintenance, repairs, renewals, replacements, additions, betterments and improvements thereto and thereon and purchase or otherwise acquire additional fixtures, personalty and other property required in connection therewith; (ii) insure or keep the Mortgaged Property insured; (iii) manage the Mortgaged Property and exercise all the rights and powers of Mortgagor to the same extent as Mortgagor could in its own name or otherwise with respect to the same; and (iv) enter into any and all agreements with respect to the exercise by others of any of the powers herein granted to Mortgagee, all as Mortgagee from time to time may reasonably determine to be to its best advantage. Mortgagee may collect and receive all the rents, issues, profits and revenues of the same, including those past due as well as those accruing thereafter, and, after deducting to the extent reasonable: (aa) expenses of taking, holding and managing the Mortgaged Property (including compensation for the services of all persons employed for such purposes); (bb) the cost of all such maintenance, repairs, renewals, replacements, additions, betterments, improvements and purchases and acquisitions; (cc) the cost of such insurance; (dd) such taxes, assessments and other similar charges as Mortgagee may determine to pay; (ee) other proper charges upon the Mortgaged Property or any part thereof; and (ff) the reasonable compensation, expenses and disbursements of the attorneys and agents of Mortgagee, shall apply the remainder to the payment of amounts due under this Mortgage. The balance of such funds, if any, after payment in full, of all of the aforesaid amounts shall be paid to Mortgagor.
- (d) Mortgagee may also seek specific performance or injunctive relief in order to enforce the

provisions of this Mortgage.

- 4.04 Receiver. Subject to the rights of the Senior Lender, if an Event of Default shall have occurred and be continuing after an applicable cure period has expired, Mortgagee, upon application to a court of competent jurisdiction, shall be entitled to the appointment of a receiver to take possession of and to operate the Mortgaged Property and to collect and apply the rents, issues, profits and revenues thereof. The receiver shall otherwise have all of the rights and powers to the fullest extent permitted by law.
- 4.05 Purchase by Mortgagee. Upon any foreclosure sale, Mortgagee may bid for and purchase the Mortgaged Property and shall be entitled to apply all or any part the Recapture Amount and other amounts due under and secured by this Mortgage as a credit to the purchase price.
- 4.06 Remedies Cumulative. No right, power or remedy conferred upon or reserved to Mortgagee by this Mortgage is intended to be exclusive of any other right, power or remedy, but each and every right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law, in equity or by statute.
- 4.07 Waiver. No delay or omission of Mortgagee to exercise any right, power or remedy accruing upon any Event of Default shall exhaust or impair any such right, power or remedy or shall be construed to be a waiver of any such Event of Default or acquiescence therein; and every right, power and remedy given by this Mortgage to Mortgagee may be exercised from time to time as often as may be deemed expedient by Mortgagee. No consent or waiver, expressed or implied, by Mortgagee to or of any breach or Event of Default by Mortgagor in the performance of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or Event of Default in the performance of the same or any other obligations of Mortgagor hereunder. Failure on the part of Mortgagee to complain of any act or failure to act or to declare an Event of Default, irrespective of how long such failure continues, shall not constitute a waiver by Mortgagee of its rights hereunder or impair any rights, powers or remedies on account of any breach or default by Mortgagor.

ARTICLE V

MISCELLANEOUS PROVISIONS

- 5.01 Successors and Assigns. This Mortgage shall inure to the benefit of and be binding upon Mortgagor and its respective legal representatives, successors and assigns. Whenever a reference is made in this Mortgage to Mortgagor, such reference shall be deemed to include a reference to legal representatives, successors and assigns of Mortgagor, as applicable.
- 5.02 Terminology. All personal pronouns used in this Mortgage, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural, and vice versa. Titles and sections are for convenience only and neither limit nor

amplify the provisions of this Mortgage, and all references herein to articles, sections or paragraphs shall refer to the corresponding articles, sections or paragraphs of this Mortgage unless specific reference is made to such articles, sections or paragraphs of another document or instrument.

- 5.03 Severability. If any provision of this Mortgage or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Mortgage and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the extent permitted by law.
- 5.04 Security Agreement. This Mortgage shall be construed as a "Security Agreement" within the meaning of and shall create a security interest under the Uniform Commercial Code as adopted by the State of Illinois with respect to any part of the Mortgaged Property which constitutes fixtures. Mortgagee shall have all the rights with respect to such fixtures afforded to it by said Uniform Commercial Code in addition to, but not in limitation of, the other rights afforded Mortgagee by this Mortgage or any other agreement.
- 5.05 Modification. No change, amendment, modification, cancellation or discharge hereof, or of any part hereof, shall be valid unless in writing and signed by the parties hereto or their respective successors and assigns. Mortgagor shall have no right to convey the Mortgaged Property into a land trust without obtaining the prior written consent of the City.
- 5.06 No Merger. It being the desire and intention of the parties that this Mortgage and the lien hereof do not merge in fee simple title to the Mortgaged Property, it is hereby understood and agreed that should Mortgagee acquire any additional or other interests in or to said property or the ownership thereof, then, unless a contrary interest is manifested by Mortgagee as evidenced by an appropriate document duly recorded, this Mortgage and the lien hereof shall not merge in the fee simple title, toward the end that this Mortgage may be foreclosed as if owned by a stranger to the fee simple title.
- 5.07 Applicable Law. This Mortgage shall be interpreted, construed and enforced under the laws of the State of Illinois, without regard to its conflict of laws principles.
- 5.08 Administration. All consents, approvals, modifications, waivers, adjustments or other actions of the City described herein shall be made in writing by the City, acting through its Department of Planning and Development, or any successor department thereto. All notices, requests, or other communications to the City hereunder shall be made to the Department of Planning and Development at the following address: 121 North LaSalle Street - Room 1000, Chicago, Illinois 60602, Attention: Commissioner.

(Sub)Exhibit "C".
(To Mortgage, Security And Recapture Agreement)

*Residency, Transfer, Financing
And Affordability Covenants.*

In consideration of the requirements of the A.H.O. that apply to the Developer and that have enabled the Mortgagor to Purchase the Mortgaged Property for the Base Purchase Price, Mortgagor covenants to Mortgagee that:

(a) Mortgagor meets the income eligibility requirements established under the A.H.O. in order to qualify as a Qualified Household under such ordinance.

(b) During the Affordability Period, Mortgagor shall own the Mortgaged Property, shall not lease the Mortgaged Property, shall use the Mortgaged Property as its primary residence (and the primary residence of Mortgagor's Qualified Household) and will not let any other person occupy or use the property without the prior written consent of the City, which shall be in the City's reasonable discretion, and which, if granted, will require that the total amount payable by any tenant household not exceed the amount set forth to qualify such housing as "affordable housing" as defined in the Illinois Affordable Housing Act, 310 ILCS 65/1, et seq.

(c) During the Affordability Period, Mortgagor shall not sell or otherwise directly or indirectly transfer ownership of the Mortgaged Property, except (i) to a Qualified Household, (ii) for an Affordable Price, and provided that (iii) the transferee Qualified Household executes a mortgage, security and recapture agreement in similar form to this Mortgage. Mortgagor shall confer with the City's Department of Planning and Development (or any successor department thereof) before entering into a sale contract involving the Mortgaged Property for assistance in determining the qualifications of any proposed transferee and the eligible resale price of the Mortgaged Property. Any transfer of ownership (x) resulting from Mortgagor's death and occurring pursuant to (i) the terms of a written land trust, personal trust or will, or (ii) state intestacy law, (y) to a spouse or member of Mortgagor's Qualified Household, or (z) that simply consists of Mortgagor's transfer (with the prior written consent of the City to such transfer) of the Mortgaged Property into a land trust or personal trust of which Mortgagor is the sole beneficiary and holder of power of direction, as applicable, shall not be subject to the foregoing transfer restriction, provided, however, that the transferee in any such transfer shall be bound by all of the affordable housing covenants contained in this Mortgage. If Mortgagor attempts or purports to transfer the Mortgaged Property to a transferee in violation of any one or more of the conditions in clauses (i), (ii) and (iii), such attempted or purported transfer shall constitute an immediate Event of Default under Section 4.01(a).

(d) During the Affordability Period, it shall not encumber the Mortgaged Property

with any one or more mortgages which, individually or in aggregate, secures initial principal indebtedness in excess of the Base Purchase Price.

The Affordability Covenants in this (Sub)Exhibit C may be waived or modified in writing by the City, upon a showing of undue hardship or changed circumstances that would make the enforcement of such covenants inequitable or impractical, as determined by the City in its sole discretion.

Upon either a permitted transfer described in clause (c)(iii) above or a transfer accompanied by a repayment of the Recapture Amount in accordance with the terms of this Mortgage, the City will, upon ten (10) business days prior written notice, execute and deliver a "Certificate of Transfer" confirming that such transfer is a permitted transfer hereunder and effective to deliver legal title to the transferee. In addition, within thirty (30) days of receipt of a written request from Mortgagor, Mortgagee shall execute a release of the Mortgage in recordable form.

Mortgagor Acknowledges And Agrees That, To The Extent The Affordability Covenants, Anything In This (Sub)Exhibit C, Or Any Other Provision In This Mortgage Could Be Deemed A Restraint On Alienation, That Any Such Restraint (A) Is Reasonable, (B) Is, As Explained In The Recitals Hereto, Supported By Adequate Consideration, (C) Is Necessary To Implement The City's Public Policy Objective Of Developing And Maintaining Affordable Housing, (D) Should Be Enforced As Written, And (E) Was A Material Inducement To The City's Decision To Provide The Land To The Developer, Which Decision Has Implemented The Affordability Covenants Required By Law And Has Enabled Mortgagor To Buy The Mortgaged Property For The Purchase Price, Which Price Is Materially Less Than The Fair Market Value Price. Mortgagor, Therefore, Knowingly And Voluntarily, To The Fullest Extent Permitted By Law, Waives The Right To Raise Any Defense To The Enforcement Of The Affordability Covenants, Whether At Law Or In Equity.

APPROVAL FOR SALE OF CITY-OWNED PROPERTY
AT 4000 SOUTH LAKE PARK AVENUE TO
AND AUTHORIZATION FOR EXECUTION
OF REDEVELOPMENT AGREEMENT
WITH 40TH & LAKE PARK L.L.C.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Planning and Development authorizing the sale of city-owned property at 4000 South Lake Park Avenue to 40th & Lake Park L.L.C., having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a vote of the members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

On motion of Alderman Suarez, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 45.

Nays -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City has established the Community Development Commission ("C.D.C.") to, among other things, designate conservation areas, approve conservation plans, and recommend the sale of parcels located in conservation areas, subject to the approval of the City Council; and

WHEREAS, Pursuant to an ordinance adopted by the City Council ("City Council") of the City on October 14, 1992, and published at pages 22258 through 22287 in the *Journal of the Proceedings of the City Council of the City of Chicago*

("Journal") of such date, the City approved the North Kenwood-Oakland Conservation Plan ("Conservation Plan") for the North Kenwood-Oakland Conservation Area ("Conservation Area"); and

WHEREAS, The City is the owner of the vacant parcel of land commonly known as 4000 South Lake Park Avenue, Chicago, Illinois and legally described on Exhibit A attached hereto (the "Property"), which is located in the Conservation Area; and

WHEREAS, 40th & Lake Park L.L.C., an Illinois limited liability company (the "Developer") has submitted a proposal to the Department of Planning and Development (the "Department") to purchase the Property, which has an appraised fair market value of Four Hundred Forty-five Thousand Dollars (\$445,000) for Two Hundred Seventy-three Thousand Eight Hundred Ten Dollars (\$273,810), and construct on the Property a three and one-half (3½) story, twelve (12) unit condominium building with twelve (12) parking spaces, which shall include two (2) affordable housing units, each affordable housing unit shall be sold at a base purchase price (not including upgrades) not to exceed One Hundred Seventy-four Thousand Three Hundred Five Dollars (\$174,305) to a household having a household income of not more than one hundred percent (100%) of the Chicago area median income (the "Project"), which Project is consistent with the goals and objectives of the Conservation Plan; and

WHEREAS, By Resolution Number 2006-CDC-63, adopted on July 11, 2006, the C.D.C. authorized the Department to advertise its intention to enter into a negotiated sale with the Developer for the redevelopment of the Property, approved the Department's request to advertise for alternative proposals, and approved the sale of the Property to the Developer if no alternative proposals were received; and

WHEREAS, Public notices advertising the Department's intent to enter into a negotiated sale of the Property with the Developer and requesting alternative proposals appeared in the *Chicago Sun-Times* on July 14, 16 and 17, 2006; and

WHEREAS, No alternative proposals were received by the deadline indicated in the aforesaid notices; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The foregoing recitals are hereby adopted as the findings of the City Council.

SECTION 2. The sale of the Property to the Developer for Two Hundred Seventy-three Thousand Eight hundred Ten Dollars (\$273,810) is hereby approved. This approval is expressly conditioned upon the City entering into a redevelopment agreement with the Developer substantially in the form attached hereto as

Exhibit B (the "Redevelopment Agreement"). The Commissioner of the Department (the "Commissioner") or a designee of the Commissioner is each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver the Redevelopment Agreement, and such other supporting documents as may be necessary or appropriate to carry out and comply with the provisions of the Redevelopment Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Redevelopment Agreement.

SECTION 3. The Mayor or his proxy is authorized to execute, and the City Clerk or Deputy City Clerk is authorized to attest, a quitclaim deed conveying the Property to the Developer, or to a land trust of which the Developer is the sole beneficiary, or to an entity of which the Developer is the sole controlling party, subject to those covenants, conditions and restrictions set forth in the Redevelopment Agreement.

SECTION 4. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 5. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 6. This ordinance shall take effect immediately upon its passage and approval.

Exhibits "A" and "B" referred to in this ordinance read as follows:

Exhibit "A".
(To Ordinance)

Legal Description Of Property.

(Subject To Final Survey And Title Commitment)

Commonly Known As:

4000 South Lake Park Avenue
Chicago, Illinois 60653.

Permanent Index Number:

20-02-107-046-0000.

*Exhibit "B".
(To Ordinance)*

*Agreement For The Sale And
Redevelopment Of Land.*

This **AGREEMENT FOR THE SALE AND REDEVELOPMENT OF LAND** ("Agreement") is made on or as of the ___ day of _____, _____, by and between the **CITY OF CHICAGO**, an Illinois municipal corporation ("City"), acting by and through its Department of Planning and Development ("DPD"), having its principal offices at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602 and **40th & LAKE PARK LLC**, an Illinois limited liability company ("Developer") whose offices are located at 1649 West Grace Street, Chicago, Illinois 60613, Attention: _____.

RECITALS

WHEREAS, the Developer desires to purchase from the City the real property commonly known as 4000 South Lake Park Avenue, Chicago, Illinois 60653, which is located within a redevelopment area known as the North Kenwood-Oakland Conservation Area ("Area") and which is legally described on Exhibit A attached hereto and made apart hereof ("Property"); and

WHEREAS, pursuant to an ordinance adopted by the City Council of the City on October 14, 1992, and published at pages 22258 through 22287 in the Journal of the Proceedings of the City Council of such date, the City approved the North Kenwood-Oakland Conservation Plan (the "Plan") for the Area; and

WHEREAS, the Developer intends to construct one (1), 3 ½ story, twelve (12) unit, all masonry residential condominium building on the Property, as more fully described on Exhibit B attached hereto ("Improvements" or "Project") which Improvements are consistent with the Plan for the Area; and

WHEREAS, the Developer has agreed to make certain cash payments to the City as partial consideration for the transfer of the Property; and

WHEREAS, as additional consideration for the transfer of the Property, the Developer has agreed to sell two (2) of the condominium units to be constructed on Property for a sum not to exceed One Hundred Seventy-Four Thousand Three Hundred Five and 00/100 Dollars (\$174,305.00) per unit; and

WHEREAS, the City Council by ordinance adopted _____, _____, authorized the sale of the Property to the Developer, subject to the execution, delivery and recording of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. INCORPORATION OF RECITALS.

The recitals set forth above constitute an integral part of this Agreement and are incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the parties.

SECTION 2. SALE AND PURCHASE PRICE.

Subject to the terms, covenants and conditions of this Agreement, the City agrees to sell the Property to Developer, and Developer agrees to purchase the Property from the City, for the sum of Two Hundred Seventy-Three Thousand Eight Hundred Ten and 00/100 Dollars (\$273,810.00) ("Purchase Price"), to be paid to the City at the Closing by cashier's or certified check or wire transfer of immediately available funds or such other form of payment as acceptable to the City at its sole discretion, less the Earnest Money (as defined in Section 3.A). Except as specifically provided herein to the contrary, the Developer shall pay all closing costs. The Developer acknowledges that the Purchase Price is approximately One Hundred Seventy-One Thousand One Hundred Ninety and 00/100 Dollars (\$171,190.00) less than the fair market value of the Property and that the City has only agreed to sell the Property to the Developer for the Purchase Price because the Developer has agreed to execute this Agreement and comply with its terms and conditions, including, without limitation, Section 10.

SECTION 3. EARNEST MONEY AND PERFORMANCE DEPOSIT.

A. **Earnest Money.** Upon execution of this Agreement, the Developer shall deposit with the City the amount of Twelve Thousand and 00/100 Dollars (\$12,000.00) which will be credited against the Purchase Price ("Earnest Money") at the Closing (as defined in Section 4.D. below).

B. **Performance Deposit.** Upon execution of this Agreement, the Developer shall also deposit with the City an additional amount of Twelve Thousand and 00/100 Dollars (\$12,000.00) as security for the performance of its obligations of this Agreement ("Performance Deposit") which

will be retained by the City until a Final Certificate of Completion (as described in Section 9 below) has been issued by the City for the Project.

C. Interest. The City will pay no interest to the Developer on the Earnest Money or Performance Deposit.

SECTION 4. CONVEYANCE OF PROPERTY:

A. Form of Deed. The City shall convey the Property to Developer by quitclaim deed ("Deed"), subject to the terms of this Agreement and the following:

- (i) the Plan for the Area;
- (ii) the standard exceptions in Schedule B of an ALTA title insurance policy;
- (iii) general real estate taxes and any special assessments or other taxes;
- (iv) easements, encroachments, covenants and restrictions of record and not shown of record;
- (v) such other title defects as may exist; and
- (vi) any and all exceptions caused by the acts of the Developer or its agents.

B. Title Commitment and Insurance. The Developer acknowledges that the City has delivered to the Developer a commitment for an owner's policy of title insurance from Greater Illinois Title Company ("Title Company") showing the City in title to the Property. Any updated title commitment shall be obtained at Developer's expense. The Developer shall be solely responsible for and shall pay all costs associated with obtaining any title insurance, extended coverage or other endorsements it deems necessary.

C. Survey. The Developer shall be responsible for obtaining, at its sole cost and expense, any survey it deems necessary; provided, however, that in the event such survey discloses any title matters other than the Permitted Exceptions which the Title Company will not remove or insure over to the Developer's reasonable satisfaction prior to the Closing (as defined in Section 4.D below), the Developer may terminate this Agreement by delivery of written notice to the City, in which event the City shall return the Earnest Money and Performance Deposit to the Developer and this Agreement shall be null and void and, except as otherwise specifically provided herein, neither party shall have any further right, duty or obligation hereunder.

D. Closing. The closing of the transaction contemplated by this Agreement ("Closing") shall take place at the downtown offices of the Title Company, 120 N. LaSalle Street, Suite 900, Chicago, Illinois 60602, on _____, 200__, or on such later date and at such place as the parties mutually agree to in writing (the "Closing Date"); provided, however, notwithstanding the parties' execution of this Agreement, in no event shall the Closing occur (i) unless and until the conditions precedent set forth in Sections 4, 5 and 8 are all satisfied, and (ii) any later than March

31, 2007 (the "Outside Closing Date"). Failure by the Developer to close by the Outside Closing Date shall be considered an "Event of Default" as defined in Section 15 below. Notwithstanding the foregoing, the Commissioner of DPD shall have the right to unilaterally extend the Outside Closing Date one time by up to six (6) months for good cause shown.

E. Building Permits. The Developer shall apply for all necessary building permits and zoning approvals for the Project no later than fourteen (14) days after the City Council authorizes the sale of the Property and shall deliver evidence of all such permits and approvals to DPD at least fourteen (14) days prior to the Closing.

F. Real Estate Taxes. The City shall use reasonable efforts to obtain the waiver of any delinquent real estate tax liens on the Property prior to the Closing, to the extent such tax liens can be waived or released by the City's writing of an abatement letter to the Cook County Treasurer or a motion to vacate a tax sale. If the City is unable to obtain the waiver of any such tax liens, the Developer shall have the option to do one of the following: (i) accept title to the Property subject to the tax liens, without reduction in the Purchase Price; or (ii) terminate this Agreement by delivery of written notice to the City, in which event the City shall return the Earnest Money and Performance Deposit to the Developer and this Agreement shall be null and void. If the Developer elects to close, the Developer shall assume the responsibility for any such delinquent real estate taxes. The Developer shall also be responsible for all taxes accruing after the Closing. Until the City issues a Final Certificate of Completion (as defined in Section 9), the Developer shall notify the City that the real estate taxes have been paid in full within ten (10) days of such payment.

G. Recording Costs. The Developer shall pay to record the Deed and this Agreement and any other documents incident to the conveyance of the Property to the Developer.

H. Escrow. If the Developer requires conveyance through escrow, Developer shall pay all escrow fees.

I. Insurance. The Developer shall procure and maintain or cause to be maintained by its contractors, subcontractors, agents, and/or employees, at all times throughout the term of this Agreement, the following insurance coverages:

- (i) commercial general liability insurance with a combined single limit of not less than \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage liability. Coverages shall include the following: all premises and operations, products/completed operations, independent contractors, separation of insureds, defense, and contractual liability (with no limitation endorsement). The City is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the Project on the Property.
- (ii) Automobile Liability Insurance (Primary and Umbrella). When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Developer shall provide automobile liability insurance with limits of not less than \$1,000,000.00 per occurrence, for bodily injury and property damage. The City shall be named as an additional insured on a primary non-contributory basis. Any

contractors doing environmental remediation work shall endorse their automobile liability insurance policy to include the MSC90 Endorsement.

- (iii) Workers Compensation and Employers Liability Insurance. Workers compensation and employers liability insurance, as prescribed by applicable law covering all employees who are to provide a service under this Agreement and employers liability coverage with limits of not less than \$100,000.00 each accident or illness.

Evidence of such insurance, in the form of an Accord 27 Certificate or actual insurance policy or binder, shall be provided to the City. This Section 4.I. shall survive the Closing.

J. Due Diligence. The Developer shall deliver to DPD at least fourteen (14) days prior to the Closing due diligence searches in its name (UCC, state and federal tax lien, pending litigation and judgment in Cook County and N.D. Ill., and bankruptcy in Cook County and U.S. Bankr. Ct.), showing no unacceptable liens, litigation, judgments or filings, as reasonably determined by the Corporation Counsel.

K. Organization and Authority Documents. The Developer shall deliver to DPD at least fourteen (14) days prior to the Closing certified articles of organization, operating agreement, resolutions authorizing the Developer to enter into this transaction and such other corporate authority and organizational documents as the City may reasonably request.

SECTION 5. PROJECT BUDGET; PROOF OF FINANCING.

The total project budget is currently estimated to be Two Million Seven Hundred Eighty-Five Thousand One Hundred Forty-Six and 00/100 Dollars (\$2,785,146.00) (the "Preliminary Project Budget"). Not less than thirty (30) days prior to the Closing, the Developer shall submit to DPD for approval a final project budget materially consistent with the Preliminary Project Budget ("Budget") and evidence of equity and loan funds committed and available and adequate to finance both the purchase of the Property and the construction of the Improvements. If the Developer fails to provide the City with a Budget or proof of financing to the City's reasonable satisfaction within the time period provided for herein, the City may, at its option, declare this Agreement null and void or delay the Closing until such time as the Developer complies with this Section 5.

SECTION 6. SITE PLANS AND ARCHITECTURAL DRAWINGS.

A. Site Plans. The Developer shall construct the Improvements in accordance with the renderings prepared by Victor M. Laporte, 1440 W. Rosemont Avenue, Chicago, Illinois 60660, dated _____, 200__, and the site plans and architectural drawings prepared pursuant thereto, which have been approved by DPD and which are listed on Exhibit C attached hereto and incorporated herein by reference ("Drawings"). Parking spaces shall be made available to the dwelling units as per Exhibit C and shall be included in the purchase price for such units (one parking space per unit, as a limited common element, and one parking space to remain part of the Project's common elements for guest parking). The Project will comply with Leadership in Energy and Environmental Design (LEED) standards. In addition, the Developer shall comply with the City's Landscape Ordinance and shall install a green roof covering 50% of the net roof area which

shall be Energy-Star certified. No material deviation from the Drawings may be made without the prior written approval of DPD, which shall be in DPD's sole discretion. A deviation that changes the square footage of any dwelling unit by more than 5%, changes the number of dwelling units in the Project or changes the basic use of the Property shall be deemed material. In the event the Developer submits and DPD approves revised site plans and/or architectural drawings after the date of this Agreement, the term "Drawings" as used herein shall refer to the revised site plans and/or architectural drawings upon DPD's written approval of the same.

B. Subsidized Units. The Developer shall sell two of the condominium units to be constructed on Property for a sum not to exceed One Hundred Seventy-Four Thousand Three Hundred Five and 00/100 Dollars (\$174,305.00) per unit to households earning no more than 100% of the median income for the Chicago Primary Metropolitan Statistical Area ("PMSA"). Throughout this Agreement, the above-referenced subsidized unit shall be referred to as "Affordable Unit" and households qualifying for the Affordable Unit shall be referred to as "Qualified Household" or "Qualified Households".

C. Relocation of Utilities, Curb Cuts and Driveways. The Developer shall be solely responsible for and shall pay all costs associated with: (i) the relocation, installation or construction of public or private utilities, curb cuts and driveways; (ii) the repair or reconstruction of any curbs, vaults, sidewalks or parkways required in connection with or damaged as a result of the Developer's redevelopment; (iii) the removal of existing pipes, utility equipment or building foundations; and (iv) the termination of existing water or other services. The City shall have the right to approve any streetscaping, including any paving of sidewalks, landscaping and lighting provided by the Developer as part of the Project.

D. Inspection by the City. During the construction of the Project, the Developer shall permit any duly authorized representative of the City to enter onto the Property and the Developer Parcel for the purpose of determining whether the work is being performed in accordance with the terms of this Agreement and all applicable laws and codes.

E. Barricades and Signs. The Developer shall, at its sole cost and expense, erect and maintain such signs as the City may reasonably require identifying the Property as a City redevelopment project. Prior to the commencement of any construction activity requiring barricades, the Developer shall install barricades of a type and appearance satisfactory to the City and constructed in compliance with all applicable federal, state and local laws, ordinances and regulations. The City shall have the right to approve the maintenance, appearance, color scheme, painting, nature, type, content and design of all signage and barricades, which approval shall not be unreasonably withheld or delayed. Upon start of construction, and with DPD's consent, a sales trailer may also be erected on the property.

F. Survival. The provisions of this Section 6 shall survive the Closing.

SECTION 7. LIMITED APPLICABILITY.

DPD's approval of the Drawings is for the purposes of this Agreement only and does not constitute the approval required by the City's Department of Construction and Permits ("DCAP")

or any other City department; nor does the approval by DPD pursuant to this Agreement constitute an approval of the quality, structural soundness or safety of any improvements located or to be located on the Property or the Developer Parcel. DPD's approval shall be only for the benefit of the Developer and any lienholder authorized by this Agreement.

SECTION 8. COMMENCEMENT AND COMPLETION OF IMPROVEMENTS.

The Closing shall not occur unless and until the Developer is prepared to immediately commence construction of the Improvements. In no instance shall (a) construction commence later than March 31, 2007, or (b) construction be completed later than September 30, 2008. DPD shall have discretion to extend the dates in (a) and (b) by up to six (6) months each (i.e., no more than twelve (12) months in the aggregate) for good cause shown by issuing a written extension letter. In addition, if pursuant to Section 4.D. the City extends the Outside Closing Date, the construction commencement date and the construction completion date each will be extended by a number of calendar days equal to the number of calendar days that the City extended the Outside Closing Date. The Developer shall give written notice to the City within five (5) days after it commences construction. The Improvements shall be constructed in accordance with the Drawings and all applicable laws, regulations, codes, and recorded encumbrances and restrictions.

SECTION 9. CERTIFICATE OF COMPLETION.

Upon completion of each of the residential units comprising the Project, the Developer shall deliver to the City a notice of closing ("Notice of Closing") in substantially the form attached hereto as Exhibit D. The Notice of Closing must include a Certificate of Substantial Completion from the project architect in substantially the form attached hereto as Exhibit E. Within thirty (30) days after receipt of a Notice of Closing and the accompanying Certificate of Substantial Completion, the City shall inspect the subject unit to determine whether it is substantially complete (i.e., complete except for punch list items) and constructed in accordance with this Agreement, and shall thereafter deliver to the Developer either a Partial Certificate of Completion for the unit ("Partial Certificate of Completion") or a written statement indicating in adequate detail how the Developer has failed to complete the unit in compliance with this Agreement or is otherwise in default, and what measures or acts are necessary, in the sole opinion of the City, for the Developer to take or perform in order to obtain the Partial Certificate of Completion. If the City requires additional measures or acts to assure compliance, the Developer shall have thirty (30) days to correct any deficiencies and resubmit a Notice of Closing. The Partial Certificate of Completion shall be in recordable form, and shall, upon recording, constitute a conclusive determination of satisfaction and termination of the covenants in this Agreement and the Deed with respect to the Developer's obligations to construct any single dwelling unit. The Partial Certificate of Completion shall not, however, constitute evidence that the Developer has complied with any Laws relating to the construction of the subject unit, nor shall it serve as any guaranty as to the quality of the construction.

Upon completion of the entire Project, the Developer shall deliver to the City a Notice of Closing. The Notice of Closing must include a Certificate of Substantial Completion from the project architect. Within thirty (30) days after receipt of a Notice of Closing and the accompanying Certificate of Substantial Completion, the City shall inspect the entire Project to determine whether it is substantially complete (i.e., complete except for punch list items) and constructed in accordance

with this Agreement, and shall thereafter deliver to the Developer either a Final Certificate of Completion ("Final Certificate of Completion") or a written statement indicating in adequate detail how the Developer has failed to complete the unit in compliance with this Agreement or is otherwise in default, and what measures or acts are necessary, in the sole opinion of the City, for the Developer to take or perform in order to obtain the Final Certificate of Completion. If the City requires additional measures or acts to assure compliance, the Developer shall have thirty (30) days to correct any deficiencies and resubmit a Notice of Closing. The Final Certificate of Completion shall be in recordable form, and shall, upon recording, constitute a conclusive determination of satisfaction and termination of the covenants in this Agreement and the Deeds with respect to the Developer's obligations construct the Project. The Final Certificate of Completion shall not, however, constitute evidence that the Developer has complied with any Laws relating to the construction of the Project, nor shall it serve as any guaranty as to the quality of the construction. Upon recordation of a Final Certificate of Completion for the Project and the sale of all Affordable Units to Qualified Households in accordance with Section 10.C hereof, the City shall return the Performance Deposit to the Developer.

SECTION 10. RESTRICTIONS ON USE.

The Developer agrees that it:

- A. Shall devote the Property to a use approved by Plan until October 14, 2032.
- B. Shall not discriminate based upon race, color, religion, sex, national origin or ancestry, military status, sexual orientation, gender identity, source of income, age, handicap or disability, in the sale of the Property or the dwelling units comprising the Improvements to be constructed on the Property. This covenant shall have no expiration date.
- C. Shall develop and sell the Affordable Units in accordance with the following provisions:
 - (i) The Developer shall design and construct the Affordable Units comparably to the market-rate units in the Project. The purchase price for the Affordable Units shall not exceed One Hundred Seventy-Four Thousand Three Hundred Five and 00/100 Dollars (\$174,305.00) per unit, excluding any upgrades selected by the unit purchaser.
 - (ii) The Developer shall sell the Affordable Units to Qualified Households, as per Section 6.B above. The Developer shall attach the Mortgage (as hereinafter defined) as an exhibit to the purchase agreement for each Affordable Unit and such purchase agreement shall advise the purchaser of its obligation to execute such mortgage at the closing for the purchase of such Affordable Unit.
 - (iii) The City must approve the income eligibility of the buyer of each Affordable Unit to confirm that the buyer is a Qualified Household. Toward this end, the Developer shall deliver to DPD any information required by DPD in order to determine the buyers income eligibility. DPD shall have ten (10) business days from the date of

receipt of a "complete information package" to qualify buyers. A "complete information package" shall include, by means of illustration and not limitation, the fully-executed real estate sales contract, the W-2 forms from the buyer's employers, U.S. 1040 income tax returns from the previous two (2) years, an affidavit or verification from the buyer with regard to household size, and the employer verification form utilized by the Federal National Mortgage Association ("Fannie Mae"). The City shall not issue a Partial Certificate of Completion for the Affordable Units until it has reviewed and approved said documentation.

- (iv) At the closing of each Affordable Unit, the Developer shall require the buyer to execute an Affidavit in substantially the form attached hereto as Exhibit F and a Mortgage, Security and Recapture Agreement ("Mortgage") in substantially the form attached hereto as Exhibit G, securing the difference between the market rate sales price for a similar type of unit and the sales price for the Affordable Unit in favor of the City to be dated as of the date of the closing. The Mortgage shall have a term of thirty (30) years commencing on the date of closing in an amount representing the difference between the market rate sales price for a similar type of unit and the sales price for the Affordable Unit. The indebtedness subject to recapture under the Mortgage shall be due and payable by the Affordable Unit buyer if, during the Mortgage Term, the Affordable Unit buyer sells the Affordable Unit for an amount that renders the Affordable Unit not affordable or to a buyer who does not meet the income eligibility requirements set forth herein. The Mortgage shall also be due and payable if the Affordable Unit buyer leases the Affordable Unit or refinances its first mortgage in an amount greater than the initial principal indebtedness secured thereby, or obtains home equity or other financing secured by the Affordable Unit which, when added to the then-outstanding balance of such first mortgage, exceeds the original principal amount of such first mortgage indebtedness. The City, in its sole discretion, shall have the right to waive or modify such mandatory pre-payment provisions in the event the enforcement thereof would be inequitable or cause undue hardship. The Mortgage shall be subordinate to the lien in favor of the permanent lender, if any.

The Developer acknowledges and agrees that the use restrictions set forth in this Section 10 constitute material, bargained for consideration for the City and are intended to further the public policy of creating long-term affordable housing, and that, but for such use and affordability restrictions, the City would not have agreed to convey the Property to the Developer.

SECTION 11. PROHIBITION AGAINST TRANSFER OF PROPERTY.

Prior to the issuance of the Final Certificate of Completion, the Developer may not, without the prior written consent of DPD; which consent shall be in DPD's sole discretion: (a) directly or indirectly sell or convey (except for the sale and conveyance of the residential units to bona fide purchasers) the Property or any part thereof or any interest therein or the Developer's controlling interests therein; or (b) directly or indirectly assign this Agreement. If the Developer is a business entity, no principal party of the Developer (e.g., a general partner, member, manager or shareholder) may sell, transfer or assign any of its interest in the Developer prior to the issuance of the Final

Certificate of Completion to anyone other than another principal party of the Developer without the prior written consent of DPD, which consent shall be in DPD's sole discretion. The Developer must disclose the identity of all members to the City at the time such members obtain an interest in the Developer. In the event of a proposed sale (except for the sale and conveyance of the residential units to private purchasers), the Developer shall provide DPD copies of any and all sales contracts, legal descriptions, descriptions of intended use, certifications from the proposed buyer regarding this Agreement and such other information as the City may reasonably request. The proposed buyer must be qualified to do business with the City (including, without limitation, the anti-scofflaw requirement).

SECTION 12. LIMITATION UPON ENCUMBRANCE OF PROPERTY.

Except as otherwise provided herein, prior to the issuance of the Final Certificate of Completion, the Developer shall not, without DPD's prior written consent, which shall be in DPD's sole discretion, engage in any financing or other transaction which creates an encumbrance or lien on the Property, except for the initial acquisition and construction financing approved by DPD pursuant to Section 5.

SECTION 13. MORTGAGEES NOT OBLIGATED TO CONSTRUCT.

Notwithstanding any other provision of this Agreement or of the Deed, the holder of any mortgage on the Property authorized by Section 12 of this Agreement shall not itself be obligated to construct or complete the Improvements but shall be bound by the covenants running with the land specified in Section 14 and, at Closing, shall execute a subordination agreement to such effect. If any such mortgagee succeeds to the Developer's interest in the Property prior to issuance of a Final Certificate of Completion, whether by foreclosure, deed-in-lieu of foreclosure or otherwise, and thereafter transfers its interest in the Property to another party, such transferee shall be obligated to complete the Improvements, and shall also be bound by the other covenants running with the land specified in Section 14.

SECTION 14. COVENANTS RUNNING WITH THE LAND.

The parties agree, and the Deed shall so expressly provide, that the covenants provided in Sections 8, 10, 11 and 12 will be covenants running with the land, binding on the Developer and its successors and assigns (subject to the limitation set forth in Section 13 above as to any permitted mortgagee) to the fullest extent permitted by law and equity for the benefit and in favor of the City, and shall be enforceable by the City. The covenants provided in Sections 8, 11 and 12 shall terminate for each of the dwelling units comprising the Project upon the issuance of the Partial Certificate of Completion for such unit and the subsequent sale of such unit to a bon fide purchaser. The covenants provided in Section 10 shall expire as set forth in said Section 10. The covenants provided in Sections 8, 11 and 12 shall terminate for any portions of the Project for which Partial Certificates of Completion have not been issued upon the issuance of the Final Certificate of Completion

SECTION 15. PERFORMANCE AND BREACH.

A. Time of the Essence. Time is of the essence in the Developer's performance of its

obligations under this Agreement.

B. Permitted Delays. The Developer shall not be considered in breach of its obligations under this Agreement in the event of a delay due to unforeseeable causes beyond the Developer's control and without the Developer's fault or negligence, including, without limitation, acts of God, acts of the public enemy, acts of the United States government, fires, floods, epidemics, quarantine restrictions, strikes, embargoes and unusually severe weather or delays of subcontractors due to such causes. The time for the performance of the obligations shall be extended only for the period of the delay and only if the Developer requests an extension in writing within twenty (20) days after the beginning of any such delay.

C. Cure. If the Developer defaults in the performance of its obligations under this Agreement, the Developer shall have sixty (60) days after written notice of default from the City to cure the default, or such longer period as shall be reasonably necessary to cure such default provided the Developer promptly commences such cure and thereafter diligently pursues such cure to completion (so long as continuation of the default does not create material risk to the Project or to persons using the Project). If the default is not cured in the time period provided for herein, the City may institute such proceedings at law or in equity as may be necessary or desirable in its sole discretion to cure and remedy the default, including, without limitation, proceedings to compel specific performance. Notwithstanding the preceding two sentences, no notice or cure period shall apply to defaults under Sections 15.D.(iv), (vi) and (ix). Any default under Sections 15.D.(iv), (vi), and (ix) shall constitute an immediate "Event of Default" and shall entitle the City to terminate this Agreement, retain the Earnest Money and Performance Deposit, and exercise such other remedies at law and at equity as may be available to recover the City's land write-down subsidy and attain the City's affordable housing objectives.

D. Default. The occurrence of any one or more of the following shall constitute an "Event of Default" under this Agreement:

- (i) The Developer fails to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations under this Agreement; or
- (ii) The Developer makes or furnishes a warranty, representation, statement or certification to the City (whether in this Agreement, an Economic Disclosure Form, or another document) which is not true and correct; or
- (iii) A petition is filed by or against the Developer under the Federal Bankruptcy Code or any similar state or federal law, whether now or hereafter existing, which is not vacated, stayed or set aside within thirty (30) days after filing; or
- (iv) The Developer abandons or substantially suspends construction of the Improvements; or
- (v) The Developer fails to timely pay real estate taxes or assessments affecting the Property or suffers or permits any levy or attachment, material suppliers' or mechanics' lien, or any other lien or encumbrance unauthorized by this Agreement

to attach to the Property; or

- (vi) The Developer makes an assignment, pledge, unpermitted financing, encumbrance, transfer or other disposition in violation of this Agreement; or
- (vii) There is a change in Developer's financial condition or operations that would materially affect the Developer's ability to complete the Improvements; or
- (viii) The Developer fails to comply with the terms of any other written agreement entered into with the City with respect to the Project; or
- (ix) The Developer fails to close by the Outside Closing Date.

E. Prior to Closing. If an Event of Default occurs prior to the Closing, the City may terminate this Agreement and retain the Earnest Money and Performance Deposit as liquidated damages.

F. After Closing. If an Event of Default occurs after the Closing but prior to the issuance of the Final Certificate of Completion for the Project, and the default is not cured in the time period provided for herein, the City may exercise any and all remedies available to it at law or in equity, including, without limitation, the right to re-enter and take possession of the Property, terminate the estate conveyed to the Developer, and revest title to the Property in the City; provided, however, the revesting of title in the City shall be subject to, limited by, and shall not defeat, render invalid, or limit in any way, the lien of any mortgage authorized by this Agreement. Notwithstanding the foregoing, after the issuance of a Partial Certificate of Completion for any individual dwelling unit, the City's right of reverter shall no longer be enforceable with respect to that unit, but the City shall be entitled to all other remedies, including, without limitation, specific enforcement of the covenants that run with the land. The Commissioner of DPD, at her sole discretion, may amend the terms of this Section 15.F.

G. Resale of the Property. Upon the revesting in the City of title to the Property as provided in Section 15.F., the City shall employ its best efforts to convey the Property (subject to any first mortgage lien described in this Section 15) to a qualified and financially responsible party (reasonably acceptable to the first mortgagee) who shall assume the obligation of completing the construction of the Improvements or such other improvements as shall be satisfactory to the City, and complying with the covenants that run with the land, as specified in Section 14.

H. Disposition of Resale Proceeds. If the City sells the Property as provided for in Section 15.G., the proceeds from the sale shall be utilized to reimburse the City for:

- (i) costs and expenses incurred by the City (including, without limitation, salaries of personnel) in connection with the recapture, management and resale of the Property (less any income derived by the City from the Property in connection with such management); and
- (ii) all unpaid taxes, assessments, and water and sewer charges assessed against the

Property; and

- (iii) any payments made (including, without limitation, reasonable attorneys' fees and court costs) to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of the Developer; and
- (iv) any expenditures made or obligations incurred by the City with respect to construction or maintenance of the Improvements; and
- (v) the fair market value of the land comprising the Property (without any Improvements or partially constructed Improvements thereon) as determined by such sale, less the Purchase Price previously paid to the City on the Closing Date;
- (vi) any other amounts owed to the City by the Developer.

The Developer shall be entitled to receive any remaining proceeds up to the amount of the Developer's equity investment in the Property.

In addition to, and without in any way limiting the City's rights under this Section 15, the City shall have the right to retain the Performance Deposit in the event of a default by the Developer.

I. Waiver and Estoppel. Any delay by the City in instituting or prosecuting any actions or proceedings or otherwise asserting its rights shall not operate as a waiver of such rights or operate to deprive the City of or limit such rights in any way. No waiver made by the City with respect to any specific default by the Developer shall be construed, considered or treated as a waiver of the rights of the City with respect to any other defaults of the Developer.

J. No Remedies Against Bona Fide Purchasers. Notwithstanding anything in this Section 15 or otherwise, the City shall have no rights or remedies against a buyer of a dwelling unit, or against such dwelling unit, after the sale of such unit to such buyer except such rights as may be secured by the Mortgage in the case of a purchaser of an Affordable Unit. By operation of this Section 15.J., each dwelling unit shall be released from the encumbrance of this Agreement at the time of such unit's sale to a bona fide purchaser.

SECTION 16. CONFLICT OF INTEREST; CITY'S REPRESENTATIVES NOT INDIVIDUALLY LIABLE.

The Developer warrants that no agent, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement or the Property, nor shall any such agent, official or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any entity or association in which he or she is directly or indirectly interested. No agent, official or employee of the City shall be personally liable to the Developer or any successor in interest in the event of any default or breach by the City or for any amount which may become due to the Developer or successor or on any obligation under the terms of this Agreement.

SECTION 17. INDEMNIFICATION.

The Developer agrees to indemnify, defend and hold the City harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, reasonable attorneys' fees and court costs) suffered or incurred by the City arising from or in connection with: (a) the failure of the Developer to perform its obligations under this Agreement; (b) the failure of the Developer or any contractor to pay contractors, subcontractors or material suppliers in connection with the construction of the Improvements; (c) any material misrepresentation or omission in the Plan which is the result of information supplied or omitted by the Developer or agents, employees, contractors or other persons acting under the control or at the request of Developer; (d) the failure of the Developer to redress any misrepresentations or omissions in this Agreement or any other agreement relating hereto; and (e) any activity undertaken by the Developer on the Property prior to or after the Closing. This indemnification shall survive the Closing or any termination of this Agreement (regardless of the reason for such termination).

SECTION 18. ENVIRONMENTAL MATTERS.

A. "As Is" Sale. The City makes no covenant, representation or warranty as to the environmental condition of the Property or the suitability of the Property for any purpose whatsoever, and the Developer agrees to accept the Property "as is."

B. Right of Entry. It shall be the responsibility of the Developer, at its sole cost and expense, to investigate and determine the soil and environmental condition of the Property. The Developer shall have the right to request a right of entry for the purpose of conducting environmental tests on the Property. If the Developer makes such a request within thirty (30) days after the date of this Agreement, the City shall grant the Developer the right to enter the Property for a period of thirty (30) days (the "Inspection Period") pursuant to a Right of Entry Agreement in form and substance acceptable to the City. The granting of the right of entry shall be contingent upon the Developer obtaining all necessary permits and the following types and amounts of insurance: (i) commercial general liability insurance with a combined single limit of not less than \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage liability with the City named as an additional insured; (ii) automobile liability insurance with a combined single limit of not less than \$1,000,000.00 per occurrence for bodily injury and property damage; and (iii) worker's compensation and occupational disease insurance in statutory amounts covering all employees and agents who are to do any work on the Property. All insurance policies shall be from insurance companies authorized to do business in the State of Illinois, and shall remain in effect until completion of all environmental testing activity on the Property. The Developer shall deliver duplicate policies or certificates of insurance to the City prior to commencing any activity on the Property. The Developer expressly understands and agrees that any coverage and limits furnished by the Developer shall in no way limit the Developer's liabilities and responsibilities set forth in this Agreement.

The Developer agrees to carefully inspect the Property prior to the commencement of any activity on the Property to make sure that such activity shall not damage surrounding property, structures, utility lines or any subsurface lines or cables. The Developer shall be solely responsible for the safety and protection of the public. The City reserves the right to inspect any work being done on the Property. The Developer's activities on the Property shall be limited to those reasonably

necessary to perform the environmental testing. Upon completion of the work, the Developer agrees to restore the Property to its original condition. The Developer shall keep the Property free from any and all liens and encumbrances arising out of any work performed, materials supplied or obligations incurred by or for the Developer, and agrees to indemnify and hold the City harmless against any such liens. The foregoing indemnification shall survive the Closing or any termination of this Agreement (regardless of the reason for such termination).

The Developer agrees to deliver to the City a copy of each report prepared by or for the Developer regarding the environmental condition of the Property within fourteen (14) days after receipt. If, prior to the Closing, the Developer's environmental consultant determines that contamination exists on the Property to such an extent that the parties agree that the estimated cost of remediation (such estimated cost being determined by the consultant) is too excessive for the Developer, the Developer may declare this Agreement null and void by giving written notice thereof to the City within thirty (30) days after the expiration of the Inspection Period, whereupon the City shall return the Earnest Money and Performance Deposit to the Developer. The Developer agrees that it will not exercise its right to terminate this Agreement until the City has reviewed all reports concerning the condition of the Property and the parties have had an opportunity to try to resolve the issue. If the Developer elects not to terminate this Agreement pursuant to this Section 18, Developer shall be deemed satisfied with the condition of the Property.

If, after the Closing, the environmental condition of the Property is not in all respects entirely suitable for its intended use, it shall be the Developer's sole responsibility and obligation to take such action as is necessary to put the Property in a condition which is suitable for its intended use. The Developer hereby waives, releases and indemnifies the City from any claims and liabilities relating to or arising from the environmental condition of the Property, including, without limitation, claims arising under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA"), and shall undertake and discharge all liabilities of the City arising from any environmental condition which existed on the Property prior to the Closing, including, without limitation, liabilities arising under CERCLA. The provisions of this paragraph shall survive the Closing or any termination of this Agreement (regardless of the reason for such termination).

The Developer hereby acknowledges that, in purchasing the Property, Developer is relying solely upon its environmental due diligence activities and not upon any information (including, without limitation, environmental studies or reports of any kind) provided by or on behalf of the City or its agents or employees with respect thereto.

SECTION 19. DEVELOPER'S EMPLOYMENT OBLIGATIONS.

A. Employment Opportunity. The Developer agrees, and shall contractually obligate its various contractors, subcontractors and any affiliate of the Developer operating on the Property and the Developer Parcel (collectively, the "Employers" and individually, an "Employer") to agree that with respect to the provision of services in connection with the construction of the Improvements or occupation of the Property or the Developer Parcel during the construction period:

- (i) Neither the Developer nor any Employer shall discriminate against any employee or applicant for employment based upon race, religion, color, sex, national origin or

ancestry, age, handicap or disability, sexual orientation, gender identity, military discharge status, marital status, parental status or source of income as defined in the City of Chicago Human Rights Ordinance, Section 2-160-010 et seq. of the Municipal Code of Chicago, as amended from time to time (the "Human Rights Ordinance"). The Developer and each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, gender identity, military discharge status, marital status, parental status or source of income and are treated in a non-discriminatory manner with regard to all job-related matters, including, without limitation: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Developer and each Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. In addition, the Developer and each Employer, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, gender identity, military discharge status, marital status, parental status or source of income.

- (ii) To the greatest extent feasible, the Developer and each Employer shall present opportunities for training and employment of low and moderate income residents of the City, and provide that contracts for work in connection with the construction of the Improvements be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the City.
- (iii) The Developer and each Employer shall comply with all federal, state and local equal employment and affirmative action statutes, rules and regulations, including, without limitation, the Human Rights Ordinance, and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1993), and any subsequent amendments and regulations promulgated thereto.
- (iv) The Developer, in order to demonstrate compliance with the terms of this Section, shall cooperate with and promptly and accurately respond to inquiries by the City, which has the responsibility to observe and report compliance with equal employment opportunity regulations of federal, state and municipal agencies.
- (v) The Developer and each Employer shall include the foregoing provisions of subparagraphs (i) through (iv) in every contract entered into in connection with the construction of the Improvements, and shall require inclusion of these provisions in every subcontract entered into by any subcontractors, and every agreement with any affiliate operating on the Property or the Developer Parcel, so that each such provision shall be binding upon each contractor, subcontractor or affiliate, as the case may be.

- (vi) Failure to comply with the employment obligations described in this Section 19.A. shall be a basis for the City to pursue remedies under the provisions of Section 15.

B. City Resident Employment Requirement. The Developer agrees, and shall contractually obligate each Employer to agree, that during the construction of the Improvements, it and they shall comply with the minimum percentage of total worker hours performed by actual residents of the City of Chicago as specified in Section 2-92-330 of the Municipal Code of Chicago (at least fifty percent of the total worker hours worked by persons on the construction of the Improvements shall be performed by actual residents of the City of Chicago); provided, however, that in addition to complying with this percentage, the Developer and each Employer shall be required to make good faith efforts to utilize qualified residents of the City of Chicago in both unskilled and skilled labor positions.

The Developer and the Employers may request a reduction or waiver of this minimum percentage level of Chicagoans as provided for in Section 2-92-330 of the Municipal Code of Chicago in accordance with standards and procedures developed by the Purchasing Agent of the City of Chicago.

“Actual residents of the City of Chicago” shall mean persons domiciled within the City of Chicago. The domicile is an individual's one and only true, fixed and permanent home and principal establishment.

The Developer and the Employers shall provide for the maintenance of adequate employee residency records to ensure that actual Chicago residents are employed on the construction of the Improvements. The Developer and the Employers shall maintain copies of personal documents supportive of every Chicago employee's actual record of residence.

Weekly certified payroll reports (U.S. Department of Labor Form WH-347 or equivalent) shall be submitted to the Commissioner of the City of Chicago Department of Housing (“DOH”) in triplicate, which shall identify clearly the actual residence of every employee on each submitted certified payroll. The first time that an employee's name appears on a payroll, the date that the company hired the employee should be written in after the employee's name.

The Developer and the Employers shall provide full access to their employment records to the Chief Procurement Officer, the Commissioner of DOH, the Superintendent of the Chicago Police Department, the Inspector General, or any duly authorized representative thereof. The Developer and the Employers shall maintain all relevant personnel data and records for a period of at least three (3) years from and after the issuance of the Final Certificate of Completion.

At the direction of DOH, the Developer and the Employers shall provide affidavits and other supporting documentation to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.

Good faith efforts on the part of the Developer and the Employers to provide work for actual Chicago residents (but not sufficient for the granting of a waiver request as provided for in the standards and procedures developed by the Chief Procurement Officer) shall not suffice to replace

the actual, verified achievement of the requirements of this Section concerning the worker hours performed by actual Chicago residents.

If the City determines that the Developer or an Employer failed to ensure the fulfillment of the requirements of this Section concerning the worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this Section. If such non-compliance is not remedied in accordance with the breach and cure provisions of Section 15.C., the parties agree that 1/20 of 1 percent (.05%) of the aggregate hard construction costs set forth in the Budget shall be surrendered by the Developer and for the Employers to the City in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly shall result in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the categories. The willful falsification of statements and the certification of payroll data may subject the Developer and/or the other Employers or employees to prosecution.

Nothing herein provided shall be construed to be a limitation upon the "Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity, Executive Order 11246" and "Standard Federal Equal Employment Opportunity, Executive Order 11246," or other affirmative action required for equal opportunity under the provisions of this Agreement.

The Developer shall cause or require the provisions of this Section 19.B. to be included in all construction contracts and subcontracts related to the construction of the Improvements.

C. Developer's MBE/WBE Commitment. The Developer agrees for itself and its successors and assigns, and, if necessary to meet the requirements set forth herein, shall contractually obligate the general contractor to agree that during the construction of the Project:

- (i) Consistent with the findings which support, as applicable, (a) the Minority-Owned and Women-Owned Business Enterprise Procurement Program, Section 2-92-420 et seq., Municipal Code of Chicago (the "Procurement Program"), and (b) the Minority- and Women-Owned Business Enterprise Construction Program, Section 2-92-650 et seq., Municipal Code of Chicago (the "Construction Program," and collectively with the Procurement Program, the "MBE/WBE Program"), and in reliance upon the provisions of the MBE/WBE Program to the extent contained in, and as qualified by, the provisions of this Section 19.C., during the course of the Project, the following percentages of the MBE/WBE Budget (as set forth in Exhibit H hereto) shall be expended for contract participation by minority-owned businesses ("MBEs") and by women-owned businesses ("WBEs"): (1) At least 24% by MBEs; and (2) At least 4% by WBEs.
- (ii) For purposes of this Section 19.C. only:
 - (a) The Developer (and any party to whom a contract is let by the Developer in connection with the Project) shall be deemed a "contractor" and this Agreement (and any contract let by the Developer in connection with the

Project) shall be deemed a "contract" or a "construction contract" as such terms are defined in Sections 2-92-420 and 2-92-670, Municipal Code of Chicago, as applicable.

- (b) The term "minority-owned business" or "MBE" shall mean a business identified in the Directory of Certified Minority Business Enterprises published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a minority-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.
 - (c) The term "women-owned business" or "WBE" shall mean a business identified in the Directory of Certified Women Business Enterprises published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a women-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.
- (iii) Consistent with Sections 2-92-440 and 2-92-720, Municipal Code of Chicago, the Developer's MBE/WBE commitment may be achieved in part by the Developer's status as an MBE or WBE (but only to the extent of any actual work performed on the Project by the Developer) or by a joint venture with one or more MBEs or WBEs (but only to the extent of the lesser of (a) the MBE or WBE participation in such joint venture, or (b) the amount of any actual work performed on the Project by the MBE or WBE); by the Developer utilizing a MBE or a WBE as the general contractor (but only to the extent of any actual work performed on the Project by the general contractor); by subcontracting or causing the general contractor to subcontract a portion of the construction of the Project to one or more MBEs or WBEs; by the purchase of materials or services used in the construction of the Project from one or more MBEs or WBEs; or by any combination of the foregoing. Those entities which constitute both a MBE and a WBE shall not be credited more than once with regard to the Developer's MBE/WBE commitment as described in this Section 19.C. In accordance with Section 2-92-730, Municipal Code of Chicago, the Developer shall not substitute any MBE or WBE general contractor or subcontractor without the prior written approval of DOH.
- (iv) The Developer shall deliver quarterly reports to the City's monitoring staff during the Project describing its efforts to achieve compliance with this MBE/WBE commitment. Such reports shall include, inter alia, the name and business address of each MBE and WBE solicited by the Developer or the general contractor to work on the Project, and the responses received from such solicitation, the name and business address of each MBE or WBE actually involved in the Project, a description of the work performed or products or services supplied, the date and amount of such work, product or service, and such other information as may assist the City's monitoring staff in determining the Developer's compliance with this MBE/WBE commitment. The Developer shall maintain records of all relevant data with respect

to the utilization of MBEs and WBEs in connection with the Project for at least five years after completion of the Project, and the City's monitoring staff shall have access to all such records maintained by the Developer, on five business days notice, to allow the City to review the Developer's compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the Project.

- (v) Upon the disqualification of any MBE or WBE general contractor or subcontractor, if such status was misrepresented by the disqualified party, the Developer shall be obligated to discharge or cause to be discharged the disqualified general contractor or subcontractor, and, if possible, identify and engage a qualified MBE or WBE as a replacement. For purposes of this subsection (v), the disqualification procedures are further described in Sections 2-92-540 and 2-92-730, Municipal Code of Chicago, as applicable.
- (vi) Any reduction or waiver of the Developer's MBE/WBE commitment as described in this Section 19.C. shall be undertaken in accordance with Sections 2-92-450 and 2-92-730, Municipal Code of Chicago, as applicable.
- (vii) Prior to the commencement of the Project, the Developer shall meet with the City's monitoring staff with regard to the Developer's compliance with its obligations under this Section 19.C. The general contractor and all major subcontractors shall be required to attend this pre-construction meeting. During said meeting, the Developer shall demonstrate to the City's monitoring staff its plan to achieve its obligations under this Section 19.C., the sufficiency of which shall be approved by the City's monitoring staff. During the Project, the Developer shall submit the documentation required by this Section 19.C. to the City's monitoring staff, including the following: (a) MBE/WBE utilization plan and record; (b) subcontractor's activity report; (c) contractor's certification concerning labor standards and prevailing wage requirements; (d) contractor letter of understanding; (e) monthly utilization report; (f) authorization for payroll agent; (g) certified payroll; (h) evidence that MBE/WBE contractor associations have been informed of the Project via written notice and hearings; and (i) evidence of compliance with job creation requirements. Failure to submit such documentation on a timely basis, or a determination by the City's monitoring staff, upon analysis of the documentation, that the Developer is not complying with its obligations under this Section 19.C., shall, upon the delivery of written notice to the Developer, be deemed an Event of Default. Upon the occurrence of any such Event of Default, in addition to any other remedies provided in this Agreement, the City may: (1) issue a written demand to the Developer to halt the Project, (2) withhold any further payment of any city funds to the Developer or the general contractor, or (3) seek any other remedies against the Developer available at law or in equity.

SECTION 20. PROVISIONS NOT MERGED WITH DEED.

The provisions of this Agreement shall not be merged with the Deed, and the delivery of the Deed

shall not be deemed to affect or impair the provisions of this Agreement.

SECTION 21. HEADINGS.

The headings of the various sections of this Agreement have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending, or affecting in any way the express terms and provisions hereof.

SECTION 22. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement between the parties and supersedes and replaces completely any prior agreements between the parties with respect to the subject matter hereof. This Agreement may not be modified or amended in any manner other than by supplemental written agreement executed by the parties.

SECTION 23. SEVERABILITY.

If any provision of this Agreement, or any paragraph, sentence, clause, phrase or word, or the application thereof, is held invalid, the remainder of this Agreement shall be construed as if such invalid part were never included and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

SECTION 24. NOTICES.

Any notice, demand or communication required or permitted to be given hereunder shall be given in writing at the addresses set forth below by any of the following means: (a) personal service; (b) facsimile; (c) overnight courier; or (d) registered or certified first class mail, postage prepaid, return receipt requested:

If to the City: City of Chicago
 Department of Planning and Development
 121 North LaSalle Street, Room 1000
 Chicago, Illinois 60602
 facsimile: (omitted for printing purposes)

With a copy to: City of Chicago
 Department of Law
 121 North LaSalle Street, Room 600
 Chicago, Illinois 60602
 Attn: Real Estate Division
 facsimile: (omitted for printing purposes)

If to the Developer: 40th & Lake Park LLC
 1649 West Grace Street
 Chicago, Illinois 60613
 Attn.: Neal Katz

facsimile: (Omitted for printing purposes)

With a copy to: Allen Glass, Esq.
55 East Jackson Boulevard #500
Chicago, Illinois 60604
facsimile: (Omitted for printing purposes)

Any notice, demand or communication given pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon confirmed transmission by facsimile, respectively, provided that such facsimile transmission is confirmed as having occurred prior to 5:00 p.m. on a business day. If such transmission occurred after 5:00 p.m. on a business day or on a non-business day, it shall be deemed to have been given on the next business day. Any notice, demand or communication given pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier. Any notice, demand or communication sent pursuant to clause (d) shall be deemed received three (3) business days after mailing. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, demands or communications shall be given.

SECTION 25. ORGANIZATION AND AUTHORITY.

The Developer represents and warrants that it is a duly organized and validly existing limited liability company under the laws of the State of Illinois, with full power and authority to acquire, own and redevelop the Property, and that the person signing this Agreement on behalf of the Developer has the authority to do so.

SECTION 26. SUCCESSORS AND ASSIGNS.

Except as otherwise provided in this Agreement, the terms and conditions of this Agreement shall apply to and bind the successors and assigns of the parties.

SECTION 27. RECORDATION OF AGREEMENT.

This Agreement shall be recorded at the Office of the Cook County Recorder of Deeds prior to or as part of the Closing. The Developer shall pay the recording fees.

SECTION 28. EXHIBITS.

All exhibits referred to herein and attached hereto shall be deemed part of this Agreement.

SECTION 29. COUNTERPARTS.

This Agreement may be executed in counterparts, each of which shall constitute an original instrument.

SECTION 30. PATRIOT ACT CERTIFICATION.

Neither Developer nor any Affiliate thereof is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List

As used in the above paragraph, an "Affiliate" shall be deemed to be a person or entity related to Developer that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with Developer, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

SECTION 31. BUSINESS RELATIONSHIPS.

The Developer acknowledges (A) receipt of a copy of Section 2-156-030 (b) of the Municipal Code of Chicago, (B) that it has read such provision and understands that pursuant to such Section 2-156-030 (b) it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (c) that a violation of Section 2-156-030 (b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Agreement and the transactions contemplated hereby. The Developer hereby represents and warrants that, to the best of its knowledge after due inquiry, no violation of Section 2-156-030 (b) has occurred with respect to this Agreement or the transaction contemplated hereby.

SECTION 32. PROHIBITION ON CERTAIN CONTRIBUTIONS - MAYORAL EXECUTIVE ORDER NO. 05-1.

Consistent with the intent of Mayoral Executive Order No. 05-1, compliance with the substance of which is intended by this Section 32, the Developer hereby agrees that the Developer, any person or entity who directly or indirectly has an ownership or beneficial interest in the Developer of more than 7.5 percent, the General Partner or Managing Member, any person or entity who directly or indirectly has an ownership or beneficial interest in the General Partner or Managing Member of more than 7.5 percent, Owner, any person or entity who directly or indirectly has an ownership, beneficial or other controlling interest in Owner of more than 7.5 percent (collectively, "Controlling Owners"), spouses and domestic partners of such Controlling Owners, (collectively, all the preceding classes of persons and entities are hereinafter referred to as the "Ownership Parties") shall not make a contribution of any amount to the Mayor of the City ("Mayor") or to his

political fundraising committee (i) after execution of this Agreement by the Developer, and (ii) while this Agreement or any Other Contract is executory, (iii) during the term of this Agreement or any Other Contract between the Developer and the City, or (iv) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

The Developer hereby agrees to require that the General Contractor, any person or entity who directly or indirectly has an ownership or beneficial interest in the General Contractor of more than 7.5 percent, any Subcontractor, any person or entity who directly or indirectly has an ownership or beneficial interest in any Subcontractor of more than 7.5 percent (collectively, "Interested Parties"), and spouses and domestic partners of such Interested Parties (collectively, all the preceding classes of persons and entities are hereinafter referred to, together with the Ownership Parties, as the "Identified Parties") shall not make a contribution of any amount to the Mayor or to his political fundraising committee (i) after execution of this Agreement by the Developer, and (ii) while the Construction Contract or any Subcontract is executory, (iii) during the term of the Construction Contract or any Subcontract, or (iv) during any period while an extension of the Construction Contract or any Subcontract is being sought or negotiated.

The Developer represents and warrants that as of the later of (i) February 10, 2005, or (ii) the date that the City approached the Developer, or the Developer approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

The Developer agrees that it shall not and it shall require all other Identified Parties to not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

The Developer agrees that it must not and it shall require all other Identified Parties to not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 05-1 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 05-1. The Developer shall impose the restrictions of this Section 32 in the Construction Contract and shall specifically require the General Contractor to impose the restrictions of this Section 32 in all Subcontracts.

The Developer agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 05-1 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Agreement, and under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

For purposes of this provision:

"Bundle" means to collect contributions from more than one source that are then delivered by one person to the Mayor or to his political fundraising committee.

"Other Contract" means any other agreement with the City to which the Developer is a party that is (i) formed under the authority of Chapter 2-92 of the Municipal Code of Chicago; (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the City Council.

"Contribution" means a "political contribution" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

Individuals are "Domestic Partners" if they satisfy the following criteria:

- (A) they are each other's sole domestic partner, responsible for each other's common welfare; and
- (B) neither party is married; and
- (C) the partners are not related by blood closer than would bar marriage in the State of Illinois; and
- (D) each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and
- (E) two of the following four conditions exist for the partners:
 - 1. The partners have been residing together for at least 12 months.
 - 2. The partners have common or joint ownership of a residence.
 - 3. The partners have at least two of the following arrangements:
 - a. joint ownership of a motor vehicle;
 - b. a joint credit account;
 - c. a joint checking account;
 - d. a lease for a residence identifying both domestic partners as tenants.
 - 4. Each partner identifies the other partner as a primary beneficiary in a will.

"Political fundraising committee" means a "political fundraising committee" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

SECTION 33. WASTE ORDINANCE PROVISIONS.

In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, the Developer warrants and represents that it, and to the best of its knowledge, its contractors and subcontractors, have not violated and are not in violation of the following sections of the Code (collectively, the "Waste Sections"):

- 7-28-390 Dumping on public way;
- 7-28-440 Dumping on real estate without permit;
- 11-4-1410 Disposal in waters prohibited;
- 11-4-1420 Ballast tank, bilge tank or other discharge;
- 11-4-1450 Gas manufacturing residue;
- 11-4-1500 Treatment and disposal of solid or liquid waste;
- 11-4-1530 Compliance with rules and regulations required;
- 11-4-1550 Operational requirements; and
- 11-4-1560 Screening requirements.

During the period while this Agreement is executory, Developer's, general contractor's or any subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Agreement, constitutes a breach of and an event of default under this Agreement, for which the opportunity to cure, if curable, will be granted only at the sole discretion of the Chief Procurement Officer. Such breach and default entitles the City to all remedies under the Agreement, at law or in equity.

This section does not limit the Developer, general contractor's and its subcontractors' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Agreement.

Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Agreement, and may further affect the Developer's eligibility for future contract awards.

SECTION 34. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on or as of the date first above written.

CITY OF CHICAGO,
an Illinois municipal corporation,
acting by and through its
Department of Planning and Development

By: _____
Lori T. Healey
Commissioner

40th & LAKE PARK LLC,
an Illinois limited liability company

By: _____
Name: _____
Its: _____

(Sub)Exhibit "A".
(To Agreement With 40th & Lake Park L.L.C.
For Sale And Redevelopment Of Land)

Legal Description Of Property (subject to title and survey):

the east 129½ feet of Lot 1 and the east 129½ feet of the north 20 feet of Lot 2 in Block 13 in Cleaverville in Section 2, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

4000 South Lake Park Avenue
Chicago, Illinois 60653.

Permanent Index Number:

20-02-107-046.

(Sub)Exhibit "B".
(To Agreement With 40th & Lake Park L.L.C.
For Sale And Redevelopment Of Land)

Narrative Description Of The Project.

Developer shall construct one (1), three and one-half (3½) story, twelve (12) unit, residential condominium building on the Property. Ten (10) units will be market-rate and two (2) units will be affordable. All units will contain two (2) bedrooms and two (2) baths. The units will range from approximately one thousand four hundred two (1,402) to one thousand four hundred sixty-two (1,462) square feet. Each unit will have one (1) off-street parking space (one (1) parking space per unit, as a limited common element, and one (1) parking space to remain part of the Project's common elements for guest parking).

The building will have an all masonry facade that compliments the existing architecture on the block on which the Project is located. The Project will comply

with Leadership in Energy and Environmental Design ("L.E.E.D.") standards and have a green roof that is Energy Star certified and covers fifty percent (50%) of the net roof area.

(Sub)Exhibit "D".
(To Agreement With 40th & Lake Park L.L.C.
For Sale And Redevelopment Of Land)

Notice Of Closing.

City of Chicago
Department of Planning and Development
121 North LaSalle Street, Room 1006
Chicago, Illinois 60602

Attention: _____

Re: Notice of Closing

Address: _____

Please be advised that _____ has completed the construction of a residential unit/Project at the above referenced location in accordance with that certain Agreement for the Sale and Redevelopment of Land dated as of _____, and recorded with the Office of the Recorder of Deeds of Cook County, Illinois, on _____, as Document Number _____ ("Redevelopment Agreement"), and would like to schedule a closing on _____. Attached hereto please find a copy of the required Certificate of Substantial Completion for the unit. Please schedule your inspection with _____, who can be reached at (____) _____. Please notify the undersigned when the Certificate of Partial/Final Completion is available for pickup.

Sincerely,

By: _____

Sub)Exhibit "E".
(To Agreement With 40th & Lake Park L.L.C.
For Sale And Redevelopment Of Land)

Certificate Of Substantial Completion.

City of Chicago
Department of Planning and Development
121 North LaSalle Street, Room 1006
Chicago, Illinois 60602

Attention: _____

Re: Notice of Closing

Address: _____

This will certify that the condominium unit at the above-referenced location has been substantially completed in accordance with the plans and specifications provided to the City and dated _____.

[Project Architect]

By: _____

Name: _____

Its: _____

(Sub)Exhibit "F".
(To Agreement With 40th & Lake Park L.L.C.
For Sale And Redevelopment Of Land)

Affidavit.

I, _____, this ____ day of _____, _____, hereby state under oath as follows:

1. I am purchasing the property located at _____, Chicago, Illinois (the "Property"), from _____ (the "Developer").
2. The Developer constructed the housing unit on the Property in part by utilizing a subsidy from the City of Chicago ("City").
3. In conjunction with my purchase of the Property, I have supplied certain information to Developer or to my lender concerning income and employment.
4. I approved the transmission of such income and employment information to the City, and I understand the City used this information to determine if I, as purchaser of the Property, meet the guidelines contained in that certain Agreement for the Sale and Redevelopment of Land dated as of _____, and recorded with the Office of the Recorder of Deeds of Cook County, Illinois, on _____, as Document Number _____ ("Redevelopment Agreement"), concerning income and employment eligibility.
5. The Developer informed me that I met the guidelines contained in the Redevelopment Agreement.
6. I certify that said income and employment information supplied to the City by Developer or the lender has not substantially changed.

By: _____

Subscribed and sworn to before me this _____ day of _____, _____.

Notary Public

My commission expires: _____.

(Sub)Exhibit "G".
 (To Agreement With 40th & Lake Park L.L.C.
 For Sale And Redevelopment Of Land)

*Mortgage, Security And Recapture Agreement, Including
 Residency, Transfer, Financing And
 Affordability Covenants.*

(Compliant With The Owner-Occupied Housing Features
 Of The Affordable Housing Ordinance Of 2003)

City Affordability Amount

Affordability Period

\$_____ [Fill in here
 and in Article I]

30 years

This Mortgage, Security and Recapture Agreement, including Residency, Transfer, Financing and Affordability Covenants (this "Mortgage") is made as of this day ____ of _____, 200__ from [Insert Name(s) And Describe Marital Status] _____ [If Recipient Is One Person: (the "Mortgagor"), [If Recipient Is More Than One Person: (collectively, jointly and severally referred to herein as the "Mortgagor"),] to the City of Chicago, an Illinois municipal corporation, acting by and through its Department of Planning and Development, and having its principal office at City Hall, 121 North LaSalle Street -- Room 1000, Chicago, Illinois 60602 (the "City" or "Mortgagee"). Capitalized terms not otherwise defined herein shall have the meaning set forth in Section 1.

Recitals.

A. On April 9, 2003, the City Council of the City adopted the Affordable Housing Ordinance (the A.H.O.), codified at Chapter 2-44-090 of the Municipal Code of the City, which obligates the City to impose certain affordability and recapture requirements upon developers who undertake residential development projects that receive City assistance either in the form of the sale of City land at less than fair market value or in the form of financial assistance.

B. The City and 40th & Lake Park L.L.C., an Illinois limited liability company (Developer), have executed that certain Agreement for the Sale and Redevelopment of Land, dated _____, 200__ and recorded in the Office of the Recorder of

Deeds of Cook County as Document Number _____ (the Redevelopment Agreement). Pursuant to the Redevelopment Agreement, the Developer has constructed [Give Name Or Address Of Residential Project] on the real property legally described on (Sub)Exhibit A (such real property, the Property and such project, the Project). As part of the Project, the Developer has constructed on the real property legally described on (Sub)Exhibit B attached hereto (the "Land") a single-family housing unit (the "Home").

C. Pursuant to the Redevelopment Agreement, the City sold and conveyed all of the Property to the Developer for a price that is less than the fair market value of the Property.

D. Pursuant to the A.H.O., the Developer acknowledges that it is required to sell the Mortgaged Property to Mortgagor for the Base Purchase Price, plus upgrades, subject to Mortgagor's execution of this Mortgage in favor of Mortgagee, which Mortgage secures the residency, transfer, financing and affordability covenants set forth in Section 3 of this Mortgage (such covenants, the "Affordability Covenants"), which covenants shall run with the Land and are intended to assure that the City achieves the affordable housing objectives of the A.H.O. and complies with the affordability and recapture provisions of the A.H.O.

E. The Affordability Covenants require that, among other things, with respect to the initial sale of the Mortgaged Property (in connection with which this Mortgage is being granted), and with respect to each resale of the Mortgaged Property during the Affordability Period (unless Mortgagor is permitted and elects to repay to the City the Recapture Amount), such Mortgaged Property may only be sold to a Qualified Household for an Affordable Price.

F. Mortgagor has covenanted to Mortgagee herein that it is a Qualified Household and that the Base Purchase Price is an Affordable Price.

G. Mortgagor acknowledges and agrees that, as of the Purchase Date, the Base Purchase Price is less than the fair market price for the Mortgaged Property by an amount equal to the City Affordability Amount, as evidenced by contemporaneous or projected sales of comparable homes.

H. Mortgagor acknowledges and agrees that, but for the City's imposition of the Affordability Covenants, Mortgagor would have been unable to purchase the Mortgaged Property for an Affordable Price.

I. The City has required Mortgagor to execute this Mortgage in order to both (a) impose the Affordability Covenants upon the Mortgaged Property and give notice of the Affordability Covenants to Mortgagor, to any subsequent purchaser of the Mortgaged Property, and to any lender having a mortgage secured by the Mortgaged Property, and (b) to secure the payment of the Recapture Amount described in Section 4.02 hereof and Mortgagor's other obligations under this Mortgage.

J. In consideration of the benefits accruing to Mortgagor as a result of its purchase of the Mortgaged Property for an Affordable Price, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor has executed and delivered to the City this Mortgage.

Now, Therefore, To secure the performance and observance by Mortgagor of all the terms, covenants and conditions described herein, and in order to charge the properties, interests and rights hereinafter described with such consideration, Mortgagor has executed and delivered this Mortgage and does hereby grant, convey, assign, mortgage, grant a security interest in, and confirm unto Mortgagee and its successors and assigns forever, all of Mortgagor's right, title and interest in the following described property (which is hereinafter sometimes referred to as "Mortgaged Property"):

(A) the Land and, if such Land constitutes a common element under applicable condominium property law, Mortgagor's undivided interest therein and in any common elements and limited common elements associated therewith;

(B) the Home and all easements, rights, interests and appurtenances thereto, including, without limitation, any deeded, reserved or assigned parking area or storage space and any interest in common elements and limited common elements associated therewith;

(C) all structures and improvements of every nature whatsoever now or hereafter located on the Land or situated within or comprising a part of the Home, including, without limitation, all fixtures of every kind and nature whatsoever which are or shall be attached to said buildings, structures or improvements, and now or hereafter owned by Mortgagor, including all extensions, additions, improvements, betterments, renewals and replacements of any of the foregoing (the "Improvements"); and

(D) all rents and issues of the Land, Home and Improvements from time to time and all of the estate, right, title, interest, property, possession, claim and demand at law, as well as in equity of Mortgagor, in and to the same;

To Have And To Hold The Mortgaged Property and all parts thereof unto Mortgagee, its successors and assigns, to its own proper use, benefit and advantage forever, subject, however, to the terms, covenants and conditions herein;

Without Limitation of the foregoing, Mortgagor hereby further grants unto Mortgagee, pursuant to the provisions of the Uniform Commercial Code of the State of Illinois, a security interest in all of the above-described property, which are or are to become fixtures.

This Mortgage Is Given To Secure: (a) payment of all Recapture Amounts described herein, (b) performance of the Affordability Covenants, and (c) the payment and performance of all other obligations, covenants, conditions and agreements contained herein and in any other agreement, document or instrument to which reference is expressly made in the Mortgage.

Article I.

Incorporation Of Recitals; Definitions.

The recitals set forth above constitute an integral part of the Mortgage and are hereby incorporated herein by this reference with the same force and effect as if set forth herein as the agreement of the Mortgagor.

As used herein, the following capitalized terms shall be defined as follows:

“Affordability Covenants” shall mean the affordability covenants and requirements contained in Section 3 hereof and (Sub)Exhibit C hereto.

“Affordability Period” shall mean the thirty (30)-year period commencing on the Purchase Date.

“Affordable Price” shall mean an amount less than or equal to the price at which Monthly Homeownership Costs for the Mortgaged Property would total not more than thirty percent (30%) of household income for a household with a family size equal to the product of one and five-tenths (1.5) multiplied by the number of bedrooms in the Mortgaged Property whose income is the maximum amount allowable for such household to qualify as a Qualified Household.

“Base Purchase Price” _____ shall mean \$ _____, which is the base purchase price the Mortgagor paid the Developer for the Mortgaged Property pursuant to the requirements of the Redevelopment Agreement.

“City Affordability Amount” shall mean \$ _____, constituting the dollar difference between the market value of the Mortgaged Property at the time of its purchase from Developer (based on appraisals, comparable sales or similar evidence reasonably acceptable to the City’s Department of Planning and Development or any successor department thereof) and the Base Purchase Price.

“Monthly Homeownership Costs” shall mean the sum of the following estimated amounts:

- (i) monthly principal and interest payments on a thirty (30) year fixed rate purchase money mortgage in the amount of ninety-five percent (95%) of the purchase price of the Mortgaged Property, bearing interest at a rate equal to the prevailing rate as published in the *Chicago Tribune* (or posted on the internet website maintained by the *Chicago Tribune*) as of the date of calculation of Monthly Homeownership Costs, rounded up to the nearest quarter percent;
- (ii) annual estimated real property taxes for the Mortgaged Property (based upon the most recently issued real estate tax bill), divided by twelve (12),
- (iii) annual insurance premiums for the Mortgaged Property, divided by twelve (12), for homeowners insurance in the amount of the replacement value of the Mortgaged Property, and
- (iv) monthly condominium assessment payments or similar homeowners association payments for the Mortgaged Property, if applicable.

"Purchase Date" shall mean the date on which the Mortgagor purchased the Mortgaged Property, which shall be deemed to be the date on which this Mortgage is recorded.

"Purchase Price" shall mean \$_____, being the sum of the Base Purchase Price plus upgrades.

"Qualified Household" shall mean a single person, family or unrelated persons living together whose adjusted income is not more than one hundred percent (100%) of the Chicago-area median income, adjusted for family size, as such adjusted income and Chicago-area median income are determined from time to time by the United States Department of Housing and Urban Development for purposes of Section 8 of the United States Housing Act of 1937. As of the Purchase Date, such income limitations are as follows [Current Information Must Be Obtained From H.U.D. Just Prior To Closing Date]:

Number Of Persons In Household	100% Of A.M.I.
1	\$52,800
2	\$60,300
3	\$67,900

Number Of Persons In Household	100% Of A.M.I.
4	\$75,400
5	\$81,400
6	\$87,500

“Recapture Amount” shall mean an amount, determined as of any applicable determination date, equal to the City Affordability Amount plus simple, non-compounding interest on such amount at the rate of three percent (3.0%) per annum (assuming twelve (12) thirty (30) day months) calculated from the Purchase Date to the date of the Recapture Default. For example, if (a) this Mortgage was recorded January 1, 2005, (b) the date of the Recapture Default was July 1, 2011, and (c) the City Affordability Amount was Twenty Thousand Dollars (\$20,000), then (i) the interest on the City Affordability Amount would be Three Thousand Nine Hundred Dollars (\$3,900) (Six Hundred Dollars (\$600)/year for six (6) years, plus Three Hundred Dollars (\$300) for one-half (½) year), and (ii) the Recapture Amount would be Twenty-three Thousand Nine Hundred Dollars (\$23,900) (Twenty Thousand Dollars (\$20,000) plus Three Thousand Nine Hundred Dollars (\$3,900)).

Article II.

Covenants, Representations And Warranties.

Mortgagor covenants and agrees with Mortgagee that, at all times during the Affordability Period:

2.01 Taxes And Assessments.

(a) Mortgagor will pay when due all general taxes and assessments (including, without limitation, any condominium or homeowners association assessments, if applicable), special assessments, water charges and all of the charges against the Mortgaged Property and shall, upon written request, furnish to Mortgagee receipts evidencing payment thereof, provided that Mortgagor, in good faith and with reasonable diligence, may contest the validity or amount of any such taxes, assessments or charges, provided that during any such contest the enforcement of the lien of such taxes, assessments or charges is stayed.

(b) Mortgagor will not suffer (unless bonded or insured over) any mechanic's, laborer's, materialmen's or statutory lien to remain outstanding upon any of the Mortgaged Property. Mortgagor may contest such lien, provided that Mortgagor shall first post a bond in the amount of the contested lien, or provide title insurance over such contested lien, and further provided that Mortgagor shall diligently prosecute the contested lien and cause the removal of the same.

2.02 Insurance.

Mortgagor shall keep the Mortgaged Property continuously insured (or shall use reasonable efforts to cause the condominium or homeowners association, as applicable, to keep insured such parts of the Mortgaged Property as may be required to be insured by such association under the applicable declaration) in such amounts and against such risks as required of Mortgagor by the Senior Lender, paying the premiums for said insurance as they become due. Policies of insurance shall name Mortgagee as an additional insured. All policies of insurance shall provide that the same shall not be canceled, except upon thirty (30) days prior written notice to Mortgagee.

2.03 Maintenance Of The Property.

(a) Mortgagor shall preserve and maintain the Mortgaged Property in good condition and repair, will not commit or suffer any waste thereof, and will keep the same in a clean, orderly and attractive condition. Mortgagor shall not do or suffer to be done anything which will increase the risk of fire or other hazard to the Mortgaged Property or any part thereof.

(b) If the Mortgaged Property or any part thereof is damaged by fire or any other cause, Mortgagor will immediately give written notice of the same to Mortgagee.

(c) Mortgagee or its representatives shall have the right to inspect the Mortgaged Property to assure compliance with the terms of this Mortgage.

(d) Mortgagor shall promptly comply, and cause the Mortgaged Property to comply, with all present and future laws, ordinances, orders, rules and regulations and other requirements of any governmental authority affecting the Mortgaged Property or any part thereof and with all instruments and documents of record or otherwise affecting the Mortgaged Property or any part thereof.

(e) If all or any part of the Mortgaged Property shall be damaged by fire or other casualty, Mortgagor (subject to the rights of the Board of Managers of the condominium or homeowners association, if applicable, with respect to any proceeds applicable to common elements or limited common elements), will promptly restore the Mortgaged Property to the equivalent of its condition prior to

the casualty, to the extent of any insurance proceeds made available to Mortgagor for that purpose.

2.04 Subordination.

This Mortgage shall be subject and subordinate in all respects to that certain mortgage dated as of _____, 200__, between Mortgagor and _____ (the Senior Lender), recorded with the Office of the Recorder of Deeds of Cook County, Illinois on _____, 200__, as Document Number _____ (the Senior Mortgage), to secure indebtedness in the original principal amount not to exceed the Base Purchase Price. This Mortgage shall also be subordinate to any subsequent mortgage that refinances the Senior Mortgage, so long as such refinancing is not in an amount greater than the Base Purchase Price.

2.05 Income Eligibility.

Mortgagor represents and warrants to Mortgagee that, based on Mortgagor's household income, as of the time of Mortgagor's execution of its purchase contract for the Mortgaged Property, Mortgagor's household was a Qualified Household as of such date.

2.06 Foreclosure Of Senior Mortgage.

In the event of a transfer of title of the Mortgaged Property through foreclosure or recording of deed in lieu of foreclosure to the Senior Lender pursuant to the Senior Mortgage, Mortgagee acknowledges and agrees that the Affordability Covenants and any other provisions contained herein restricting the sale and occupancy of the Mortgaged Property to buyers or occupants which meet the income eligibility requirements of the A.H.O. shall be released and shall have no further force or effect; provided, however, that all such Affordability Covenants and restrictions shall be revived according to the original terms if, during the Affordability Period, the Mortgagor or any member of Mortgagor's household or family reacquires an ownership interest in the Mortgaged Property. Any other person (including the successors and/or assigns of Senior Lender) receiving title to the Mortgaged Property through a foreclosure or deed in lieu of foreclosure of the Senior Mortgage shall also receive title to the Mortgaged Property free and clear of such restrictions.

Further, if Senior Lender acquires title to the Mortgaged Property pursuant to a deed in lieu of foreclosure, the lien of this Mortgage and the restrictions contained herein shall automatically terminate upon the Senior Lender's acquisition of title to the Mortgaged Property, provided that: (i) the Senior Lender

has given written notice to Mortgagor of a default under the Senior Mortgage in accordance with its terms, (ii) the Mortgagor shall not have cured the default under the Senior Mortgage within any applicable cure period(s) provided for therein; and (iii) any proceeds from any subsequent sale of the Mortgaged Property, if any, which Mortgagee is entitled to receive after payment of all amounts due pursuant to the Senior Mortgage and pursuant to this Mortgage, are paid to Mortgagee.

Article III.

*Residency, Transfer, Financing
And Affordability Covenants.*

Mortgagor covenants to comply with the residency, transfer, financing and affordability covenants set forth in (Sub)Exhibit C, which covenants are materially related to the City's affordable housing objectives of the A.H.O.

Article IV.

Default.

4.01 Events Of Default.

The terms "Event of Default" or "Events of Default", wherever used in the Mortgage, shall mean any one or more of the following events:

- (a) a failure by Mortgagor to comply with any of the Affordability Covenants set forth in (Sub)Exhibit C;
- (b) a failure by Mortgagor to duly observe or perform any other material term, covenant, condition or agreement in the Mortgage after the expiration of the applicable cure periods provided in Section 4.02; or
- (c) a default continuing beyond all applicable cure periods under the Senior Mortgage and permitting foreclosure thereunder.

4.02 City Remedies.

The City shall have the following remedies, depending on the nature and timing of the Event of Default:

(a) **Recapture Defaults.** If an Event of Default arising from a breach of one (1) or more of the covenants set forth in (Sub)Exhibit C occurs, (such a default, a "Recapture Default"), the City may seek specific enforcement of the Affordability Covenants and any other remedies available under this Mortgage. The City, in its sole discretion, and in lieu of its specific enforcement of the Affordability Covenants, may elect to require payment of the Recapture Amount in the event that the City determines that specific enforcement of the Affordability Covenants is impractical or inappropriate. If Mortgagor pays to the City the Recapture Amount pursuant to an election by the City to accept same, then the City shall have no other remedy with respect to such Event of Default and shall be obligated to execute and deliver a release of this Mortgage in recordable form and any subsequent transferee shall not be bound by any Affordability Covenants or otherwise required to execute and deliver any mortgage in favor of the City.

(b) **Other Mortgage Defaults.** If an Event of Default occurs that is not a Recapture Default, and such default involves a failure to make timely payment of any amount due and secured by this Mortgage or the Senior Mortgage and such failure is not cured within ten (10) days of the Mortgagee's delivery of written notice of such failure to Mortgagor (a "Monetary Event of Default"), then Mortgagee shall be entitled to immediately: (i) declare the Recapture Amount immediately due and payable (with such Monetary Event of Default date being also being deemed the Recapture Default date for purposes of computing such amount); and (ii) exercise any other remedies available under this Mortgage (including, without limitation, specific enforcement of the Affordability Covenants any time prior to the end of the Affordability Period of this Mortgage), in either instance without further notice or demand.

(c) If an Event of Default occurs by Mortgagor failing to perform any other non-monetary obligation required under this Mortgage that is not described in Section 4.02(a) or (b) and such failure is not cured within sixty (60) days of the Mortgagee's delivery of written notice of such failure to Mortgagor, Mortgagee shall be entitled to immediately: (i) declare the Recapture Amount immediately due and payable (with such non-monetary Event of Default date being also being deemed the Recapture Default date for purposes of computing such amount); and (ii) exercise any other remedies available under this Mortgage (including, without limitation, specific enforcement of the Affordability Covenants any time prior to the end of the Affordability Period of this Mortgage), in either instance without further notice or demand. In the event such default cannot reasonably be cured within such sixty (60) day period, however, and if Mortgagor has commenced efforts to cure such default, then the time to cure shall be extended so long as said party diligently continues to cure such default.

(d) If an Event of Default occurs under the Senior Lender's security documents (after the giving of any applicable notice and lapse of any applicable cure period, if any) and the Senior Lender commences efforts to foreclose its mortgage (or obtain a deed-in-lieu-of-foreclosure), obtain appointment of a receiver for the

Mortgaged Property, or obtain possession of the Mortgaged Property, such event of default shall (notwithstanding anything in this Section 4.02 to the contrary) constitute an immediate Event of Default under this Mortgage and the Mortgagee shall be entitled to immediately: (i) declare the Recapture Amount immediately due and payable (with such commencement date being also deemed the Recapture Default date for purposes of computing the Recapture Amount); and (ii) exercise any other remedies available under this Mortgage, in either instance without further notice or demand.

4.03 Other Remedies.

(a) If any amounts due under and secured by this Mortgage shall become due, whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof for such indebtedness or part thereof. This Mortgage and the right of foreclosure hereunder shall not be impaired or exhausted by any foreclosure of the Senior Mortgage, and may be foreclosed successively and in parts, until all of the Mortgaged Property has been foreclosed against. In any such foreclosure, or upon the enforcement of any other remedy of Mortgagee, there shall be allowed and included as additional indebtedness all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for reasonable attorneys fees, appraisers fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs involved in title insurance and title examinations. All expenditures and expenses of the nature in this Section 4.03 mentioned, and such expenses and fees as maybe incurred in the protection of the Mortgaged Property and the maintenance of the lien of this Mortgage, including the reasonable fees of any attorney employed by Mortgagee in any litigation or proceeding affecting this Mortgage, or the Mortgaged Property, including probate and bankruptcy proceedings, or in preparation for the commencement or defense of any proceeding or threatened suit or proceeding, shall be immediately due and payable by Mortgagor, with interest thereon at the lesser of the highest rate permitted by law or fifteen percent (15%) per annum, and shall be secured by this Mortgage. The proceeds of any foreclosure sale of the Mortgaged Property shall be distributed and applied in the following order of priority: (i) on account of all costs and expenses incidental to the foreclosure proceedings, including all such items as are mentioned in this section; (ii) repayment of the indebtedness owed to the Senior Lender, subject to the limitation in Section 2.04; (iii) repayment of any other amounts due under this Mortgage; and (iv) payment of any remaining amounts due to Mortgagor, its successors or assigns, as their rights may appear.

(b) Mortgagor shall not and will not apply for or avail itself of any appraisalment, valuation, stay, extension or exemption laws, or any so-called "Moratorium Laws", now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but hereby waives the benefit of such laws. Mortgagor, for itself and all who may claim through or under it, waives any and all right to have the property and estates comprising the Mortgaged Property marshaled upon any foreclosure of the lien hereof, and agrees that any court having jurisdiction to

foreclose such lien may order the Mortgaged Property sold as an entirety. To the extent permitted by law, Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage on such Mortgagor's behalf and on behalf of each and every person, except decree or judgment creditors of Mortgagor, acquiring any interest in or title to the Mortgaged Property subsequent to the date of this Mortgage.

(c) Upon any other entering upon or taking of possession of the Mortgaged Property after the occurrence of an Event of Default and the expiration of the applicable cure period and other than by means of a foreclosure, Mortgagee, subject to the rights of the Senior Lender, may hold, use, manage and control the Mortgaged Property and, from time to time: (i) make all necessary and proper maintenance, repairs, renewals, replacements, additions, betterments and improvements thereto and thereon and purchase or otherwise acquire additional fixtures, personalty and other property required in connection therewith; (ii) insure or keep the Mortgaged Property insured; (iii) manage the Mortgaged Property and exercise all the rights and powers of Mortgagor to the same extent as Mortgagor could in its own name or otherwise with respect to the same; and (iv) enter into any and all agreements with respect to the exercise by others of any of the powers herein granted to Mortgagee, all as Mortgagee from time to time may reasonably determine to be to its best advantage. Mortgagee may collect and receive all the rents, issues, profits and revenues of the same, including those past due as well as those accruing thereafter, and, after deducting to the extent reasonable: (aa) expenses of taking, holding and managing the Mortgaged Property (including compensation for the services of all persons employed for such purposes); (bb) the cost of all such maintenance, repairs, renewals, replacements, additions, betterments, improvements and purchases and acquisitions; (cc) the cost of such insurance; (dd) such taxes, assessments and other similar charges as Mortgagee may determine to pay; (ee) other proper charges upon the Mortgaged Property or any part thereof; and (ff) the reasonable compensation, expenses and disbursements of the attorneys and agents of Mortgagee, shall apply the remainder to the payment of amounts due under this Mortgage. The balance of such funds, if any, after payment in full, of all of the aforesaid amounts shall be paid to Mortgagor.

(d) Mortgagee may also seek specific performance or injunctive relief in order to enforce the provisions of this Mortgage.

4.04 Receiver.

Subject to the rights of the Senior Lender, if an Event of Default shall have occurred and be continuing after an applicable cure period has expired, Mortgagee, upon application to a court of competent jurisdiction, shall be entitled to the appointment of a receiver to take possession of and to operate the Mortgaged Property and to collect and apply the rents, issues, profits and revenues thereof. The receiver shall otherwise have all of the rights and powers to the fullest extent permitted by law.

4.05 Purchase By Mortgagee.

Upon any foreclosure sale, Mortgagee may bid for and purchase the Mortgaged Property and shall be entitled to apply all or any part of the Recapture Amount and other amounts due under and secured by this Mortgage as a credit to the purchase price.

4.06 Remedies Cumulative.

No right, power or remedy conferred upon or reserved to Mortgagee by this Mortgage is intended to be exclusive of any other right, power or remedy, but each and every right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law, in equity or by statute.

4.07 Waiver.

No delay or omission of Mortgagee to exercise any right, power or remedy accruing upon any Event of Default shall exhaust or impair any such right, power or remedy or shall be construed to be a waiver of any such Event of Default or acquiescence therein; and every right, power and remedy given by this Mortgage to Mortgagee may be exercised from time to time as often as may be deemed expedient by Mortgagee. No consent or waiver, expressed or implied, by Mortgagee to or of any breach or Event of Default by Mortgagor in the performance of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or Event of Default in the performance of the same or any other obligations of Mortgagor hereunder. Failure on the part of Mortgagee to complain of any act or failure to act or to declare an Event of Default, irrespective of how long such failure continues, shall not constitute a waiver by Mortgagee of its rights hereunder or impair any rights, powers or remedies on account of any breach or default by Mortgagor.

Article V.

Miscellaneous Provisions.

5.01 Successors And Assigns.

This Mortgage shall inure to the benefit of and be binding upon Mortgagor and its respective legal representatives, successors and assigns. Whenever a reference is made in this Mortgage to Mortgagor, such reference shall be deemed to include a reference to legal representatives, successors and assigns of Mortgagor, as applicable.

5.02 Terminology.

All personal pronouns used in this Mortgage, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural, and vice versa. Titles and sections are for convenience only and neither limit nor amplify the provisions of this Mortgage, and all references herein to articles, sections or paragraphs shall refer to the corresponding articles, sections or paragraphs of this Mortgage unless specific reference is made to such articles, sections or paragraphs of another document or instrument.

5.03 Severability.

If any provision of this Mortgage or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Mortgage and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the extent permitted by law.

5.04 Security Agreement.

This Mortgage shall be construed as a "Security Agreement" within the meaning of and shall create a security interest under the Uniform Commercial Code as adopted by the State of Illinois with respect to any part of the Mortgaged Property which constitutes fixtures. Mortgagee shall have all the rights with respect to such fixtures afforded to it by said Uniform Commercial Code in addition to, but not in limitation of, the other rights afforded Mortgagee by this Mortgage or any other agreement.

5.05 Modification.

No change, amendment, modification, cancellation or discharge hereof, or of any part hereof, shall be valid unless in writing and signed by the parties hereto or their respective successors and assigns. Mortgagor shall have no right to convey the Mortgaged Property into a land trust without obtaining the prior written consent of the City.

5.06 No Merger.

It being the desire and intention of the parties that this Mortgage and the lien hereof do not merge in fee simple title to the Mortgaged Property, it is hereby understood and agreed that should Mortgagee acquire any additional or other interests in or to said property or the ownership thereof, then, unless a contrary interest is manifested by Mortgagee as evidenced by an appropriate document duly

recorded, this Mortgage and the lien hereof shall not merge in the fee simple title, toward the end that this Mortgage may be foreclosed as if owned by a stranger to the fee simple title.

5.07 Applicable Law.

This Mortgage shall be interpreted, construed and enforced under the laws of the State of Illinois, without regard to its conflict of laws principles.

5.08 Administration.

All consents, approvals, modifications, waivers, adjustments or other actions of the City described herein shall be made in writing by the City, acting through its Department of Planning and Development, or any successor department thereto. All notices, requests, or other communications to the City hereunder shall be made to the Department of Planning and Development at the following address: 121 North LaSalle Street -- Room 1000, Chicago, Illinois 60602, Attention: Commissioner.

In Witness Whereof, The undersigned has caused this Mortgage to be executed as of the day and year first above written.

Mortgagor(s):

State of Illinois)
)SS.
County of Cook)

I, _____, a notary public in and for said County, in the State aforesaid, do hereby certify that _____ [and _____] to me as the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and being first duly sworn by me acknowledged that he/she/they signed and delivered the said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this ____ day of _____, 200__.

Notary Public

My commission expires: _____.

[(Sub)Exhibits "A" and "B" referred to in this Mortgage,
Security and Recapture Agreement unavailable
at time of printing.]

(Sub)Exhibit "C" referred to in the Mortgage, Security and Recapture Agreement
reads as follows:

(Sub)Exhibit "C".
(To Mortgage, Security And Recapture Agreement)

*Residency, Transfer, Financing
And Affordability Covenants.*

In consideration of the requirements of the A.H.O. that apply to the Developer and that have enabled the Mortgagor to Purchase the Mortgaged Property for the Base Purchase Price, Mortgagor covenants to Mortgagee that:

(a) Mortgagor meets the income eligibility requirements established under the A.H.O. in order to qualify as a Qualified Household under such ordinance.

(b) During the Affordability Period, Mortgagor shall own the Mortgaged Property, shall not lease the Mortgaged Property, shall use the Mortgaged Property as its primary residence (and the primary residence of Mortgagor's Qualified Household), and will not let any other person occupy or use the property without the prior written consent of the City, which shall be in the City's reasonable discretion, and which, if granted, will require that the total amount payable by any tenant household not exceed the amount set forth to qualify such housing as "affordable housing" as defined in the Illinois Affordable Housing Act, 310 ILCS 65/1, et seq.

(c) During the Affordability Period, Mortgagor shall not sell or otherwise directly or indirectly transfer ownership of the Mortgaged Property, except (i) to a Qualified Household, (ii) for an Affordable Price, and provided that (iii) the transferee Qualified Household executes a mortgage, security and recapture agreement in similar form to this Mortgage. Mortgagor shall confer with the City's Department of Planning and Development before entering into a sale contract involving the Mortgaged Property for assistance in determining the qualifications of any proposed transferee and the eligible resale price of the Mortgaged Property. Any transfer of ownership (x) resulting from Mortgagor's death and occurring pursuant to (i) the terms of a written land trust, personal trust or will, or (ii) state intestacy law, (y) to a spouse or member of Mortgagor's Qualified Household, or (z) that simply consists of Mortgagor's transfer (with the prior written consent of the City to such transfer) of the Mortgaged Property into a land trust or personal trust of which Mortgagor is the sole beneficiary and holder of power of direction, as applicable, shall not be subject to the foregoing transfer restriction, provided, however, that the transferee in any such transfer shall be bound by all of the affordable housing covenants contained in this Mortgage. If Mortgagor attempts or purports to transfer the Mortgaged Property to a transferee in violation of any one or more of the conditions in clauses (i), (ii) and (iii), such attempted or purported transfer shall constitute an immediate Event of Default under Section 4.01(a).

(d) During the Affordability Period, it shall not encumber the Mortgaged Property with any one or more mortgages which, individually or in aggregate, secures initial principal indebtedness in excess of the Base Purchase Price.

The Affordability Covenants in this (Sub)Exhibit C may be waived or modified in writing by the City, upon a showing of undue hardship or changed circumstances that would make the enforcement of such covenants inequitable or impractical, as determined by the City in its sole discretion.

Upon either a permitted transfer described in clause (c)(iii) above or a transfer accompanied by a repayment of the Recapture Amount in accordance with the terms of this Mortgage, the City will, upon ten (10) business days prior written notice, execute and deliver a "Certificate of Transfer" confirming that such transfer is a permitted transfer hereunder and effective to deliver legal title to the transferee. In addition, within thirty (30) days of receipt of a written request from Mortgagor, Mortgagee shall execute a release of the Mortgage in recordable form.

Mortgagor Acknowledges And Agrees That, To The Extent The Affordability Covenants, Anything In This (Sub)Exhibit C, Or Any Other Provision In This Mortgage Could Be Deemed A Restraint On Alienation, That Any Such Restraint (A) Is Reasonable, (B) Is, As Explained In The Recitals Hereto, Supported By Adequate

Consideration, (C) Is Necessary To Implement The City's Public Policy Objective Of Developing And Maintaining Affordable Housing, (D) Should Be Enforced As Written, And (E) Was A Material Inducement To The City's Decision To Provide The Land To The Developer, Which Decision Has Implemented The Affordability Covenants Required By Law And Has Enabled Mortgagor To Buy The Mortgaged Property For The Purchase Price, Which Price Is Materially Less Than The Fair Market Value Price. Mortgagor, Therefore, Knowingly And Voluntarily, To The Fullest Extent Permitted By Law, Waives The Right To Raise Any Defense To The Enforcement Of The Affordability Covenants, Whether At Law Or In Equity.

APPROVAL FOR SALE OF CITY-OWNED PROPERTY AT 6633 SOUTH
PERRY AVENUE TO AND AUTHORIZATION FOR EXECUTION
OF REDEVELOPMENT AGREEMENT WITH
FRANKLIN WILLIAMS ENTERPRISES, INC.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Planning and Development authorizing the sale of city-owned property at 6633 South Perry Avenue to Franklin Williams Enterprises, Inc. having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a vote of the members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

On motion of Alderman Suarez, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 45.

Nays -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City has established the Community Development Commission ("C.D.C.") to, among other things, designate redevelopment areas, approve redevelopment plans and recommend the sale of parcels located in redevelopment areas, subject to the approval of the City Council; and

WHEREAS, Pursuant to an ordinance adopted by the City Council ("City Council") of the City on June 27, 2001, and published at pages 61850 through 62030 in the *Journal of the Proceedings of the City Council of the City of Chicago* ("Journal") of such date, a certain redevelopment plan and project ("Plan") for the Englewood Neighborhood Redevelopment Project Area ("Area") was approved pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1, et seq.) (the "Act"); and

WHEREAS, Pursuant to an ordinance adopted by the City Council on June 27, 2001, and published at pages 62031 through 62043 in the *Journal* of such date, the Area was designated as a redevelopment project area pursuant to the Act; and

WHEREAS, Pursuant to an ordinance adopted by the City Council on June 27, 2001, and published at pages 62042 and 62044 through 62055 in the *Journal* of such date, tax increment allocation financing was adopted pursuant to the Act as a means of financing certain redevelopment project costs (as defined in the Act) in the Area incurred pursuant to the Plan; and

WHEREAS, The City is the owner of the real property commonly known as 6633 South Perry Avenue, Chicago, Illinois 60621, which is legally described on Exhibit A attached hereto (the "City Land"), and which is located in the Area; and

WHEREAS, Franklin Williams Enterprises, Inc., an Illinois corporation (the "Developer"), has submitted a proposal to the Department of Planning and Development (the "Department") to purchase the City Land for its appraised market value of Thirty-five Thousand Dollars (\$35,000), and construct a two (2) story, detached single-family home thereon; and

WHEREAS, By Resolution Number 06-CDC-64, adopted on July 11, 2006, the C.D.C. authorized the Department to advertise its intention to enter into a negotiated sale with the Developer for the redevelopment of the City Land, approved the Department's request to advertise for alternative proposals, and approved the sale of the City Land to the Developer if no alternative proposals were received; and

WHEREAS, Public notices advertising the Department's intent to enter into a negotiated sale of the City Land with the Developer and requesting alternative proposals appeared in the *Chicago Sun-Times* on July 14 and 28, 2006; and

WHEREAS, No alternative proposals were received by the deadline indicated in the aforesaid notices; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The foregoing recitals are hereby adopted as the findings of the City Council.

SECTION 2. The sale of the City Land to the Developer in the amount of Thirty-five Thousand Dollars (\$35,000) is hereby approved. This approval is expressly conditioned upon the City entering into a redevelopment agreement with the Developer substantially in the form attached hereto as Exhibit B (the "Redevelopment Agreement"). The Commissioner of the Department (the "Commissioner") or a designee of the Commissioner is each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver the Redevelopment Agreement, and such other supporting documents as may be necessary or appropriate to carry out and comply with the provisions of the Redevelopment Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Redevelopment Agreement.

SECTION 3. The Mayor or his proxy is authorized to execute, and the City Clerk is authorized to attest, a quitclaim deed conveying the City Land to the Developer,

or to a land trust of which the Developer is the sole beneficiary, or to an entity of which the Developer is the sole controlling party or which is comprised of the same principal parties, subject to those covenants, conditions and restrictions set forth in the Redevelopment Agreement.

SECTION 4. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 5. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 6. This ordinance shall take effect immediately upon its passage and approval.

Exhibits "A" and "B" referred to in this ordinance read as follows:

Exhibit "A".
(To Ordinance)

Legal Description Of City Land (subject to final survey and title commitment):

the west 140 feet of the north 39 feet of the south 129 feet of Lot 6 in Block 15 in Skinner and Judd's Subdivision of the northeast quarter of Section 21 Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known As:

6633 South Perry Avenue
Chicago, Illinois 60621.

Permanent Index Number:

20-21-218-012-0000.

*Exhibit "B".
(To Ordinance)*

*Agreement For The Sale And
Redevelopment Of Land.*

This **AGREEMENT FOR THE SALE AND REDEVELOPMENT OF LAND** ("Agreement") is made on or as of the ___ day of _____, 2006, by and between the **CITY OF CHICAGO**, an Illinois municipal corporation ("City"), acting by and through its Department of Planning and Development ("DPD"), having its principal offices at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602 and **FRANKLIN WILLIAMS ENTERPRISES, INC.**, an Illinois corporation ("Developer"), whose offices are located at 3709 West Chicago Avenue, Chicago, Illinois 60651.

RECITALS

WHEREAS, the Developer desires to purchase from the City the real property commonly known as 6633 South Perry Avenue, Chicago, Illinois 60621, which is legally described on Exhibit A attached hereto (the "City Land"); and

WHEREAS, the City Land is located in a redevelopment area known as the Englewood Neighborhood Redevelopment Project Area ("Redevelopment Area") and consists of one (1) vacant parcel of land; and

WHEREAS, the Developer intends to construct a two-story, all-masonry, approximately 1,500 sq. ft. single-family home with 3 bedrooms, 2½ bathrooms and a detached two-car garage on the City Land, as more fully described on Exhibit B attached hereto (the "Project"); and

WHEREAS, the Project is consistent with the Tax Increment Financing Redevelopment Plan and Project for the Redevelopment Area ("Redevelopment Plan"); and

WHEREAS, the City Council, pursuant to an ordinance adopted on _____, 2006, and published at pages _____ through _____ in the Journal of the Proceedings

of the City Council of such date, authorized the sale of the City Land to the Developer, subject to the execution, delivery and recording of this Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. INCORPORATION OF RECITALS.

The foregoing recitals constitute an integral part of this Agreement and are incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the parties.

SECTION 2. PURCHASE PRICE.

The City hereby agrees to sell, and the Developer hereby agrees to purchase, upon and subject to the terms and conditions of this Agreement, the City Land, for the sum of Thirty Five Thousand and 00/100 Dollars (\$35,000) ("Purchase Price"), which represents the fair market value of the City Land, to be paid to the City at the Closing (as defined in Section 4) in cash or by certified or cashier's check or wire transfer of immediately available funds, less the Earnest Money (as defined in Section 3.1). Except as specifically provided herein to the contrary, the Developer shall pay all escrow fees and other title insurance fees and closing costs.

SECTION 3. EARNEST MONEY AND PERFORMANCE DEPOSIT.

3.1 Earnest Money. Upon the Developer's execution of this Agreement, the Developer shall deposit with the City the amount of One Thousand Seven Hundred and 00/100 Dollars (\$1,700) ("Earnest Money"), which shall be credited against the Purchase Price at the Closing (as defined in Section 4 below).

3.2 Performance Deposit. Upon the Developer's execution of this Agreement, the Developer shall deposit with the City the amount of One Thousand Seven Hundred and 00/100 Dollars (\$1,700), as security for the performance of its obligations under this Agreement ("Performance Deposit"), which the City will retain until the City issues the Certificate of Completion (as defined in Section 13) for the Project.

3.3 Interest. The City will pay no interest to the Developer on the Earnest Money or Performance Deposit.

SECTION 4. CLOSING.

The closing of the transaction contemplated by this Agreement ("Closing") shall take place at the downtown offices of Chicago Title Insurance Company ("Title Company"), 171 North Clark Street, Chicago, Illinois 60601, within thirty (30) days after the Developer has obtained all necessary building permits and other governmental approvals for the Project, as required pursuant to Section 9 hereof, or on such date and at such place as the parties mutually

agree upon in writing (the "Closing Date"); provided, however, in no event shall the Closing occur (a) unless and until the Developer has satisfied all conditions precedent set forth in Section 9 hereof, unless the Commissioner of DPD, in her sole discretion, waives such conditions, and (b) any later than March 14, 2007 (the "Outside Closing Date"), unless the Commissioner of DPD, in her sole discretion, extends such Outside Closing Date in accordance with Section 12. On or before the Closing Date, the City shall deliver to the Title Company the Deed, all necessary state, county and municipal real estate transfer tax declarations, and an ALTA statement.

SECTION 5. CONVEYANCE OF TITLE.

5.1 Form of Deed. The City shall convey the City Land to the Developer by quitclaim deed ("Deed"), subject to the terms of this Agreement and the following:

- (a) the Redevelopment Plan for the Redevelopment Area;
- (b) the standard exceptions in an ALTA title insurance policy;
- (c) general real estate taxes and any special assessments or other taxes;
- (d) all easements, encroachments, covenants and restrictions of record and not shown of record;
- (e) such other title defects as may exist; and
- (f) any and all exceptions caused by the acts of the Developer or its agents.

5.2 Recording Costs. The Developer shall pay to record the Deed, this Agreement, and any other documents incident to the conveyance of the City Land to the Developer.

SECTION 6. TITLE AND SURVEY.

6.1 The Developer acknowledges that the City has delivered to the Developer a commitment for an owner's policy of title insurance for the City Land, Commitment No. 8276454, with an effective date of June 15, 2005, issued by the Title Company (the "Title Commitment"), showing the City in title to the City Land. The Developer shall be solely responsible for and shall pay all costs associated with updating the Title Commitment (including all search, continuation and later-date fees), and obtaining any title insurance, extended coverage or other endorsements it deems necessary. The Developer shall also be solely responsible for and shall pay all costs associated with obtaining any survey it deems necessary.

6.2 If necessary to clear title of exceptions for general real estate tax liens attributable to taxes due and payable prior to the Closing Date, the City shall submit to the county a tax abatement letter and/or file a motion to vacate a tax sale in the Circuit Court of Cook County, seeking the exemption or waiver of such pre-closing tax liabilities, but shall not have further duties with respect to any such taxes. If, after taking the foregoing actions, the City Land

remains subject to any tax liens, or if the City Land is encumbered with any other exceptions that would adversely affect the use and insurability of the City Land for the development of the Project, the Developer shall have the option to do one of the following: (a) accept title to the City Land subject to the exceptions, without reduction in the Purchase Price; or (b) terminate this Agreement by delivery of written notice to the City at least fourteen (14) days prior to the Closing Date, in which event the City shall return the Earnest Money and Performance Deposit to the Developer, this Agreement shall be null and void and, except as otherwise specifically provided herein, neither party shall have any further right, duty or obligation hereunder. If the Developer elects not to terminate this Agreement as aforesaid, the Developer agrees to accept title subject to all exceptions. The Developer shall be responsible for all taxes accruing after the Closing.

SECTION 7. BUILDING PERMITS AND OTHER GOVERNMENTAL APPROVALS.

The Developer shall apply for all necessary building permits and other required permits and approvals for the construction of the Project, including, without limitation, approval for a curb cut and driveway, no later than fourteen (14) days after the City Council authorizes the sale of the City Land, unless DPD, in its sole discretion, extends such application date, and shall pursue such permits and approvals in good faith and with all due diligence.

SECTION 8. PROJECT BUDGET AND PROOF OF FINANCING.

The total budget for the Project as of the date of this Agreement is estimated to be One Hundred Ninety Six Thousand and 00/100 Dollars (\$196,000) (the "Preliminary Project Budget"). Not less than fourteen (14) days prior to the Closing Date, the Developer shall submit to DPD for approval a final project budget materially consistent with the Preliminary Project Budget ("Budget") and evidence of funds adequate to finance the purchase of the City Land and the construction of the Project ("Proof of Financing"). The Proof of Financing shall include binding commitment letters from the Developer's lenders, if any, and evidence of the Developer's ability to make an equity contribution in the amount of any gap in financing.

SECTION 9. CONDITIONS TO THE CITY'S OBLIGATION TO CLOSE.

The obligations of the City under this Agreement are contingent upon the delivery or satisfaction of each of the following items (unless waived by DPD in its sole discretion) at least fourteen (14) days prior to the Closing Date, unless another time period is specified below,:

9.1 Final Governmental Approvals. The Developer shall deliver to the City evidence of all building permits and other final governmental approvals necessary to construct the Project.

9.2 Budget and Proof of Financing. The City shall have approved the Developer's Budget and Proof of Financing.

9.3 Simultaneous Loan Closing. On the Closing Date, the Developer shall simultaneously close all financing approved pursuant to Section 9.2, and be in a position to immediately commence construction of the Project.

9.4 Insurance. The Developer shall deliver to the City evidence of insurance reasonably acceptable to the City. The City shall be named as an additional insured on all liability insurance policies and as a loss payee (subject to the prior rights of any first mortgagee) on all property insurance policies from the Closing Date through the date the City issues a Certificate of Completion (as defined in Section 13 below) for the Project. With respect to property insurance, the City will accept an ACORD 28 form. With respect to liability insurance, the City will accept an ACORD 25 form, together with a copy of the endorsement that is added to the Developer's policy showing the City as an additional insured.

9.5 Legal Opinion. The Developer shall deliver to the City a legal opinion in substantially the form attached hereto as Exhibit C.

9.6 Due Diligence. The Developer shall deliver to the City the following due diligence searches in its name, showing no unacceptable liens, litigation, judgments or filings, as reasonably determined by the Corporation Counsel: (a) Bankruptcy Search, U.S. Bankruptcy Court for the N.D. Illinois; (b) Federal Judgment Search and Federal Defendant Suit Search, U.S. District Court for the N.D. Illinois; (c) UCC Debtor Search and Federal Tax Lien Search, Illinois Secretary of State; (d) UCC Debtor Search and State and Federal Tax Lien Searches, Cook County; and (e) Local Judgment Search and Local Defendant Suit Search, Circuit Court of Cook County.

9.7 Organization and Authority Documents. The Developer shall deliver to the City the Developer's articles of incorporation, including all amendments thereto, as furnished and certified by the Illinois Secretary of State; the by-laws of the Developer, as certified by the secretary of the Developer; resolutions authorizing the Developer to execute and deliver this Agreement and any other documents required to complete the transaction contemplated by this Agreement and to perform its obligations under this Agreement; a certificate of good standing from the Illinois Secretary of State dated no more than thirty (30) days prior to the Closing; and such other corporate authority and organizational documents as the City may reasonably request.

9.8 Subordination Agreement. On the Closing Date, and prior to recording any mortgage approved pursuant to Section 9.2, the Developer shall deliver to the City a subordination agreement substantially in the form attached hereto as Exhibit D ("Subordination Agreement").

9.9 MBE/WBE, City Residency Hiring and Prevailing Wage Compliance Plan. The Developer and the Developer's general contractor and all major subcontractors shall meet with staff from the Department of Housing ("DOH") regarding compliance with the MBE/WBE, city residency hiring, prevailing wage and other requirements set forth in Section 23, and at least seven (7) days prior to the Closing Date, the City shall have approved the Developer's compliance plan in accordance with Section 23.4.

9.10 Representations and Warranties. On the Closing Date, each of the representations and warranties of the Developer in Section 24 and elsewhere in this Agreement shall be true and correct.

9.11 Other Obligations. On the Closing Date, the Developer shall have performed all of the other obligations required to be performed by the Developer under this Agreement as and when required under this Agreement.

If any of the conditions in this Section 9 have not been satisfied to DPD's reasonable satisfaction within the time periods provided for herein, DPD may, at its option, terminate this Agreement by delivery of written notice to the Developer at any time after the expiration of the applicable time period, in which event this Agreement shall be null and void and, except as otherwise specifically provided, neither party shall have any further right, duty or obligation hereunder. Any forbearance by DPD in exercising its right to terminate this Agreement upon a default hereunder shall not be construed as a waiver of such right.

SECTION 10. CONSTRUCTION REQUIREMENTS.

10.1 Drawings. The Developer shall construct the Project on the City Land in accordance with the site plan, floor plans and elevations prepared by NIA Architects, Inc. (the "Architect") attached hereto as Exhibit E, and the final plans and specifications prepared by the Architect dated May 2006, which have been approved by DPD and which are incorporated herein by this reference (collectively, "Drawings"). No material deviation from the Drawings may be made without the prior written approval of DPD. If the Developer submits and DPD approves revised site plans or architectural drawings after the date of this Agreement, the term "Drawings" as used herein shall refer to the revised site plans and architectural drawings upon DPD's written approval of the same.

10.2 Relocation of Utilities, Curb Cuts and Driveways. The Developer shall be solely responsible for and shall pay all costs associated with: (a) the relocation, installation or construction of public or private utilities, curb cuts and driveways; (b) the repair or reconstruction of any curbs, vaults, sidewalks or parkways required in connection with or damaged as a result of the Developer's construction of the Project; (c) the removal of existing pipes, utility equipment or building foundations; and (d) the termination of existing water or other services. The City shall have the right to approve any streetscaping provided by the Developer as part of the Project, including, without limitation, any paving of sidewalks, landscaping and lighting.

10.3 City's Right to Inspect City Land. For the period commencing on the Closing Date and continuing through the date the City issues a Certificate of Completion (as defined in Section 13 below), any duly authorized representative of the City shall have access to the City Land at all reasonable times for the purpose of determining whether the Developer is constructing the Project in accordance with the terms of this Agreement and all applicable federal, state and local statutes, laws, ordinances, codes, rules, regulations, orders and judgments, including, without limitation, Sections 7-28 and 11-4 of the Municipal Code of Chicago relating to waste disposal (collectively, "Laws").

10.4 Barricades and Signs. Promptly after the execution of this Agreement, the Developer shall, at its sole cost and expense, erect and maintain such signs as the City may

reasonably require identifying the City Land as a City redevelopment project. Prior to the commencement of any construction activity requiring barricades, the Developer shall install barricades of a type and appearance satisfactory to the City and constructed in compliance with all applicable Laws. DPD shall have the right to approve the maintenance, appearance, color scheme, painting, nature, type, content and design of all barricades, which approval shall not be unreasonably withheld or delayed. The Developer shall erect all signs and barricades so as not to interfere with or affect any bus stop or train station in the vicinity of the City Land.

10.5 Survival. The provisions of this Section 10 shall survive the Closing.

SECTION 11. LIMITED APPLICABILITY.

Any approval given by DPD pursuant to this Agreement is for the purpose of this Agreement only and does not constitute the approval required by the City's Department of Construction and Permits ("DCAP") or any other City department, nor does such approval constitute an approval of the quality, structural soundness or safety of any improvements located or to be located on the City Land, or the compliance of said improvements with any Laws, private covenants, restrictions of record, or any agreement affecting the City Land or any part thereof.

SECTION 12. COMMENCEMENT AND COMPLETION OF PROJECT.

The Developer shall commence construction of the Project no later than March 30, 2007, and shall complete the Project (as evidenced by the issuance of a Certificate of Completion) no later than March 28, 2008; provided, however, DPD, in its sole discretion, may extend the construction commencement and completion dates by up to six (6) months each (i.e., twelve (12) months in the aggregate). The Developer shall give written notice to the City within five (5) days after it commences construction. The Developer shall construct the Project in accordance with the Drawings, and all Laws and covenants and restrictions of record.

SECTION 13. CERTIFICATE OF COMPLETION.

Upon completion of the Project, the Developer shall deliver to the City a request for inspection ("Request for Inspection") in substantially the form attached hereto as Exhibit F. The Request for Inspection must include a Certificate of Substantial Completion from the project architect in substantially the form attached hereto as Exhibit G. Within forty-five (45) days after receipt of a Request for Inspection and the accompanying Certificate of Substantial Completion, the City shall inspect the Project to determine whether it is substantially complete (i.e., complete except for punch list items) and constructed in accordance with this Agreement, and shall thereafter deliver to the Developer either a Certificate of Completion ("Certificate of Completion") or a written statement indicating in adequate detail how the Developer has failed to complete the Project in compliance with this Agreement or is otherwise in default, and what measures or acts are necessary, in the sole opinion of the City, for the Developer to take or perform in order to obtain the Certificate of Completion. If the City requires additional measures or acts to assure compliance, the Developer shall have thirty (30) days to correct any deficiencies and resubmit a Request for Inspection. The Certificate of Completion shall be in recordable

form, and shall, upon recording, constitute a conclusive determination of satisfaction and termination of the covenants in this Agreement and the Deed with respect to the Developer's obligations to construct the Project. The Certificate of Completion shall not, however, constitute evidence that the Developer has complied with any Laws relating to the construction of the Project, nor shall it serve as any guaranty as to the quality of the construction. Upon recordation of the Certificate of Completion for the Project, the City shall return the Performance Deposit to the Developer.

SECTION 14. RESTRICTIONS ON USE.

The Developer agrees that it:

14.1 Shall devote the City Land to a use that complies with the Redevelopment Plan until the Redevelopment Plan expires.

14.2 Shall not discriminate on the basis of race, color, sex, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, or source of income in the sale, lease, rental, use or occupancy of the City Land or any part thereof or the Project or any part thereof.

The Developer acknowledges and agrees that the use restrictions set forth in this Section 14 constitute material, bargained-for consideration for the City, and that, but for such use restrictions, the City would not have agreed to convey the City Land to the Developer.

SECTION 15. PROHIBITION AGAINST SALE OR TRANSFER OF CITY LAND.

Prior to the issuance of the Certificate of Completion for the Project, the Developer may not, without the prior written consent of DPD, which consent shall be in DPD's sole discretion: (a) directly or indirectly sell, transfer or otherwise dispose of the City Land or any part thereof or any interest therein or the Developer's controlling interests therein (including without limitation, a transfer by assignment of any beneficial interest under a land trust); or (b) directly or indirectly assign this Agreement. The Developer acknowledges and agrees that DPD may withhold its consent under (a) or (b) above if, among other reasons, the proposed purchaser, transferee or assignee (or such entity's principal officers or directors) is in violation of any Laws, or if the Developer fails to submit sufficient evidence of the financial responsibility, business background and reputation of the proposed purchaser, transferee or assignee. If the Developer is a business entity, no principal party of the Developer (e.g., a general partner, member, manager or shareholder) may sell, transfer or assign any of its interest in the entity prior to the issuance of the Certificate of Completion to anyone other than another principal party, without the prior written consent of DPD, which consent shall be in DPD's sole discretion. The Developer must disclose the identity of all limited partners to the City at the time such limited partners obtain an interest in the Developer. The provisions of this Section 15 shall not prohibit the Developer from contracting to sell or from selling the single-family home in the ordinary course of development.

SECTION 16. LIMITATION UPON ENCUMBRANCE OF CITY LAND.

Prior to the issuance of the Certificate of Completion, the Developer shall not, without DPD's prior written consent, which shall be in DPD's sole discretion, engage in any financing or other transaction which would create an encumbrance or lien on the City Land, except for the acquisition and construction financing approved pursuant to Section 9.2 hereof.

SECTION 17. MORTGAGEES NOT OBLIGATED TO CONSTRUCT.

Notwithstanding any other provision of this Agreement or of the Deed, the holder of any mortgage authorized by this Agreement (or any affiliate of such holder) shall not itself be obligated to construct or complete the Project, or to guarantee such construction or completion, but shall be bound by the other covenants running with the land specified in Section 18 and, at Closing, shall execute a Subordination Agreement (as defined in Section 9.8). If any such mortgagee or its affiliate succeeds to the Developer's interest in the City Land prior to the issuance of the Certificate of Completion, whether by foreclosure, deed-in-lieu of foreclosure or otherwise, and thereafter transfers its interest in the City Land to another party, such transferee shall be obligated to complete the Project, and shall also be bound by the other covenants running with the land specified in Section 18.

SECTION 18. COVENANTS RUNNING WITH THE LAND.

The parties agree, and the Deed shall so expressly provide, that the covenants provided in Section 12 (Commencement and Completion of Project), Section 14 (Restrictions on Use), Section 15 (Prohibition Against Sale or Transfer of City Land) and Section 16 (Limitation Upon Encumbrance of City Land) will be covenants running with the land, binding on the Developer and its successors and assigns (subject to the limitation set forth in Section 17 above as to any permitted mortgagee) to the fullest extent permitted by law and equity for the benefit and in favor of the City, and shall be enforceable by the City. The covenants provided in Sections 12, 15 and 16 shall terminate upon the issuance of the Certificate of Completion. The covenant contained in Section 14.1 shall terminate on the date the Redevelopment Plan expires, and the covenant contained in Section 14.2 shall have no limitation as to time.

SECTION 19. PERFORMANCE AND BREACH.

19.1 Time of the Essence. Time is of the essence in the Developer's performance of its obligations under this Agreement.

19.2 Permitted Delays. The Developer shall not be considered in breach of its obligations under this Agreement in the event of a delay due to unforeseeable causes beyond the Developer's control and without the Developer's fault or negligence, including, without limitation, acts of God, acts of the public enemy, acts of the United States government, fires, floods, epidemics, quarantine restrictions, strikes, embargoes and unusually severe weather or delays of subcontractors due to such causes. The time for the performance of the obligations shall be extended only for the period of the delay and only if the Developer requests an extension in writing within twenty (20) days after the beginning of any such delay.

19.3 Cure. If the Developer defaults in the performance of its obligations under this Agreement, the Developer shall have sixty (60) days after written notice of default from the City to cure the default, or such longer period as shall be reasonably necessary to cure such default provided the Developer promptly commences such cure and thereafter diligently pursues such cure to completion (so long as continuation of the default does not create material risk to the Project or to persons using the Project). Notwithstanding the foregoing, no notice or cure period shall apply to defaults under Sections 19.4(c), (e) and (g).

19.4 Event of Default. The occurrence of any one or more of the following shall constitute an "Event of Default" under this Agreement:

(a) The Developer makes or furnishes a warranty, representation, statement or certification to the City (whether in this Agreement, an Economic Disclosure Statement, or another document) that is not true and correct.

(b) A petition is filed by or against the Developer under the Federal Bankruptcy Code or any similar state or federal law, whether now or hereafter existing, which is not vacated, stayed or set aside within thirty (30) days after filing.

(c) The Developer fails to complete the Project in accordance with the time line outlined in Section 12 above, or the Developer abandons or substantially suspends construction of the Project.

(d) The Developer fails to pay real estate taxes or assessments affecting the City Land or any part thereof when due, or places thereon any encumbrance or lien unauthorized by this Agreement, or suffers or permits any levy or attachment, mechanic's, laborer's, material supplier's, or any other lien or encumbrance unauthorized by this Agreement to attach to the City Land unless bonded or insured over.

(e) The Developer makes an assignment, pledge, unpermitted financing, encumbrance, transfer or other disposition in violation of this Agreement.

(f) There is a material and adverse change in the Developer's financial condition or operations.

(g) The Developer fails to close by the Outside Closing Date, unless DPD, in its sole discretion, extends the Outside Closing Date.

(h) The Developer fails to perform, keep or observe any of the other covenants, conditions, promises, agreements or obligations under this Agreement or any other written agreement entered into with the City with respect to the Project.

19.5 Prior to Closing. If an Event of Default occurs prior to the Closing, and the default is not cured in the time period provided for in Section 19.3 above, the City may terminate

this Agreement, institute any action or proceeding at law or in equity against the Developer, or retain the Earnest Money and Performance Deposit as liquidated damages.

19.6 After Closing. If an Event of Default occurs after the Closing but prior to the issuance of the Certificate of Completion, and the default is not cured in the time period provided for in Section 19.3 above, the City may terminate this Agreement and exercise any and all remedies available to it at law or in equity, including, without limitation, the right to re-enter and take possession of the City Land, terminate the estate conveyed to the Developer, and revert title to the City Land in the City (the "Right of Reverter"); provided, however, the City's Right of Reverter shall be limited by, and shall not defeat, render invalid, or limit in any way, the lien of any mortgage authorized by this Agreement.

19.7 Resale of the City Land. Upon the reversioning in the City of title to the City Land as provided in Section 19.6, the City may complete the Project or convey the City Land, subject to any first mortgage lien, to a qualified and financially responsible party reasonably acceptable to the first mortgagee, who shall assume the obligation of completing the Project or such other improvements as shall be satisfactory to DPD, and otherwise comply with the covenants that run with the land as specified in Section 18.

19.8 Disposition of Resale Proceeds. If the City sells the City Land as provided for in Section 19.7, the net proceeds from the sale, after payment of all amounts owed under any mortgage liens authorized by this Agreement in order of lien priority, shall be utilized to reimburse the City for:

- (a) costs and expenses incurred by the City (including, without limitation, salaries of personnel) in connection with the recapture, management and resale of the City Land (less any income derived by the City from the City Land in connection with such management); and
- (b) all unpaid taxes, assessments, and water and sewer charges assessed against the City Land; and
- (c) any payments made (including, without limitation, reasonable attorneys' fees and court costs) to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of the Developer; and
- (d) any expenditures made or obligations incurred with respect to construction or maintenance of the Project; and
- (e) any other amounts owed to the City by the Developer.

The Developer shall be entitled to receive any remaining proceeds up to the amount of the Developer's equity investment in the City Land.

19.9 No Remedies Against Home or Purchasers. Notwithstanding anything in this Section 19 or otherwise, the City shall have no rights or remedies against a purchaser of the single-family home, or against such home, after the sale of such home to such purchaser. By operation of this Section 19.9, the single-family home shall be released from the encumbrance of this Agreement at the time of such home's sale to a bona fide purchaser.

SECTION 20. CONFLICT OF INTEREST; CITY'S REPRESENTATIVES NOT INDIVIDUALLY LIABLE.

The Developer represents and warrants that no agent, official or employee of the City shall have any personal interest, direct or indirect, in the Developer, this Agreement, the City Land or the Project, nor shall any such agent, official or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any corporation, partnership, association or other entity in which he or she is directly or indirectly interested. No agent, official or employee of the City shall be personally liable to the Developer or any successor in interest in the event of any default or breach by the City or for any amount which may become due to the Developer or successor or with respect to any commitment or obligation of the City under the terms of this Agreement.

SECTION 21. INDEMNIFICATION.

The Developer agrees to indemnify, defend and hold the City harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, reasonable attorneys' fees and court costs) suffered or incurred by the City arising from or in connection with: (a) the failure of the Developer to perform its obligations under this Agreement; (b) the failure of the Developer or any contractor or other agent, entity or individual acting under the control or at the request of the Developer ("Agent") to pay contractors, subcontractors or material suppliers in connection with the construction and management of the Project; (c) any misrepresentation or omission made by the Developer or any Agent; (d) the failure of the Developer to redress any misrepresentations or omissions in this Agreement or any other agreement relating hereto; and (e) any activity undertaken by the Developer or any Agent on the City Land prior to or after the Closing. This indemnification shall survive the Closing or any termination of this Agreement (regardless of the reason for such termination).

SECTION 22. INSPECTION; CONDITION OF CITY LAND AT CLOSING.

22.1 "As Is" Sale. The City makes no covenant, representation or warranty, express or implied, of any kind, as to the structural, physical or environmental condition of the City Land or the suitability of the City Land for any purpose whatsoever, and the Developer agrees to accept the City Land in its "as is," "where is" and "with all faults" condition.

22.2 Right of Entry.

(a) The Developer's obligations hereunder are conditioned upon the Developer being satisfied with the condition of the City Land for the construction,

development and operation of the Project. Upon the Developer's request, the City shall grant the Developer the right, at its sole cost and expense, to enter the City Land for a period of thirty (30) days (the "Inspection Period") pursuant to a Right of Entry Agreement in form and substance reasonably acceptable to the City to inspect the same, perform surveys, environmental assessments, soil and any other due diligence it deems necessary or desirable to satisfy itself as to the condition of the City Land.

(b) If the Developer determines that it is not satisfied, in its sole discretion, with the condition of the City Land, the Developer may terminate this Agreement by written notice to the City within thirty (30) days after the expiration of the Inspection Period, whereupon the City shall return the Earnest Money and Performance Deposit to the Developer and this Agreement shall be null and void and, except as otherwise specifically provided, neither party shall have any further right, duty or obligation hereunder. If the Developer elects not to terminate this Agreement pursuant to this Section 22.2, the Developer shall be deemed satisfied with the condition of the City Land.

22.3 Indemnity. The Developer hereby waives and releases, and indemnifies the City from and against, any claims and liabilities relating to or arising from the structural, physical or environmental condition of the City Land, including, without limitation, claims arising under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA"), and shall undertake and discharge all liabilities of the City arising from any structural, physical or environmental condition that existed on the City Land prior to the Closing, including, without limitation, liabilities arising under CERCLA. The Developer hereby acknowledges that, in purchasing the City Land, the Developer is relying solely upon its own inspection and other due diligence activities and not upon any information (including, without limitation, environmental studies or reports of any kind) provided by or on behalf of the City or its agents or employees with respect thereto. The Developer shall perform such studies and investigations, conduct such tests and surveys, and engage such specialists as the Developer deems appropriate to evaluate fairly the structural, physical and environmental condition and risks of the City Land. If, after the Closing, the structural, physical and environmental condition of the City Land is not in all respects entirely suitable for its intended use, it shall be the Developer's sole responsibility and obligation to take such action as is necessary to put the City Land in a condition which is suitable for its intended use. The provisions of this Section 22.3 shall survive the Closing.

SECTION 23. DEVELOPER'S EMPLOYMENT OBLIGATIONS.

23.1 Employment Opportunity. The Developer agrees, and shall contractually obligate its various contractors, subcontractors and any affiliate of the Developer operating on the City Land (collectively, the "Employers" and individually, an "Employer") to agree, that with respect to the provision of services in connection with the construction of the Project or occupation of the City Land:

(a) Neither the Developer nor any Employer shall discriminate against any employee or applicant for employment based upon race, religion, color, sex, national

origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income as defined in the City of Chicago Human Rights Ordinance, Section 2-160-010 *et seq.* of the Municipal Code of Chicago, as amended from time to time (the "Human Rights Ordinance"). The Developer and each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon the foregoing grounds, and are treated in a non-discriminatory manner with regard to all job-related matters, including, without limitation: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Developer and each Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. In addition, the Developer and each Employer, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon the foregoing grounds.

(b) To the greatest extent feasible, the Developer and each Employer shall present opportunities for training and employment of low and moderate income residents of the City, and provide that contracts for work in connection with the construction of the Project be awarded to business concerns which are located in or owned in substantial part by persons residing in, the City.

(c) The Developer and each Employer shall comply with all federal, state and local equal employment and affirmative action statutes, rules and regulations, including, without limitation, the Human Rights Ordinance and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* (1993), both as amended from time to time, and any regulations promulgated thereunder.

(d) The Developer, in order to demonstrate compliance with the terms of this Section 23.1, shall cooperate with and promptly and accurately respond to inquiries by the City, which has the responsibility to observe and report compliance with equal employment opportunity regulations of federal, state and municipal agencies.

(e) The Developer and each Employer shall include the foregoing provisions of subparagraphs (a) through (d) in every contract entered into in connection with the construction of the Project, and shall require inclusion of these provisions in every subcontract entered into by any subcontractors, and every agreement with any affiliate operating on the City Land, so that each such provision shall be binding upon each contractor, subcontractor or affiliate, as the case may be.

(f) Failure to comply with the employment obligations described in this Section 23.1 shall be a basis for the City to pursue remedies under the provisions of Section 19.

23.2 City Resident Employment Requirement.

(a) The Developer agrees, and shall contractually obligate each Employer to agree, that during the construction of the Project, the Developer and each Employer shall comply with the minimum percentage of total worker hours performed by actual residents of the City of Chicago as specified in Section 2-92-330 of the Municipal Code of Chicago (at least fifty percent); provided, however, that in addition to complying with this percentage, the Developer and each Employer shall be required to make good faith efforts to utilize qualified residents of the City in both unskilled and skilled labor positions.

(b) The Developer and the Employers may request a reduction or waiver of this minimum percentage level of Chicagoans as provided for in Section 2-92-330 of the Municipal Code of Chicago in accordance with standards and procedures developed by the chief procurement officer of the City of Chicago.

(c) "Actual residents of the City of Chicago" shall mean persons domiciled within the City of Chicago. The domicile is an individual's one and only true, fixed and permanent home and principal establishment.

(d) The Developer and the Employers shall provide for the maintenance of adequate employee residency records to ensure that actual Chicago residents are employed on the construction of the Project. The Developer and the Employers shall maintain copies of personal documents supportive of every Chicago employee's actual record of residence.

(e) The Developer and the Employers shall submit weekly certified payroll reports (U.S. Department of Labor Form WH-347 or equivalent) to DOH in triplicate, which shall identify clearly the actual residence of every employee on each submitted certified payroll. The first time that an employee's name appears on a payroll, the date that the Developer or Employer hired the employee should be written in after the employee's name.

(f) The Developer and the Employers shall provide full access to their employment records to the chief procurement officer, DOH, the Superintendent of the Chicago Police Department, the inspector general, or any duly authorized representative thereof. The Developer and the Employers shall maintain all relevant personnel data and records for a period of at least three (3) years after the issuance of the Certificate of Completion.

(g) At the direction of DOH, the Developer and the Employers shall provide affidavits and other supporting documentation to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.

(h) Good faith efforts on the part of the Developer and the Employers to provide work for actual Chicago residents (but not sufficient for the granting of a waiver

request as provided for in the standards and procedures developed by the chief procurement officer) shall not suffice to replace the actual, verified achievement of the requirements of this Section 23.2 concerning the worker hours performed by actual Chicago residents.

(i) If the City determines that the Developer or an Employer failed to ensure the fulfillment of the requirements of this Section 23.2 concerning the worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this Section 23.2. If such non-compliance is not remedied in accordance with the breach and cure provisions of Section 19.3, the parties agree that 1/20 of 1 percent (.05%) of the aggregate hard construction costs set forth in the Budget shall be surrendered by the Developer and for the Employers to the City in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly shall result in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the categories. The willful falsification of statements and the certification of payroll data may subject the Developer and/or the other Employers or employees to prosecution.

(j) Nothing herein provided shall be construed to be a limitation upon the "Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity, Executive Order 11246" and "Standard Federal Equal Employment Opportunity, Executive Order 11246," or other affirmative action required for equal opportunity under the provisions of this Agreement.

(k) The Developer shall cause or require the provisions of this Section 23.2 to be included in all construction contracts and subcontracts related to the construction of the Project.

23.3 Developer's MBE/WBE Commitment. The Developer agrees for itself and its successors and assigns, and, if necessary to meet the requirements set forth herein, shall contractually obligate the general contractor to agree, that during the construction of the Project:

(a) Consistent with the findings which support, as applicable, (i) the Minority-Owned and Women-Owned Business Enterprise Procurement Program, Section 2-92-420 et seq., Municipal Code of Chicago (the "Procurement Program"), and (ii) the Minority- and Women-Owned Business Enterprise Construction Program, Section 2-92-650 et seq., Municipal Code of Chicago (the "Construction Program," and collectively with the Procurement Program, the "MBE/WBE Program"), and in reliance upon the provisions of the MBE/WBE Program to the extent contained in, and as qualified by, the provisions of this Section 23.3, during the course of construction of the Project, at least 24% of the aggregate hard construction costs, as set forth in Exhibit H hereto (the "MBE/WBE Budget") shall be expended for contract participation by minority-owned businesses and at least 4% of the MBE/WBE Budget shall be expended for contract participation by women-owned businesses.

(b) For purposes of this Section 23.3 only:

(i) The Developer (and any party to whom a contract is let by the Developer in connection with the Project) shall be deemed a "contractor" and this Agreement (and any contract let by the Developer in connection with the Project) shall be deemed a "contract" or a "construction contract" as such terms are defined in Sections 2-92-420 and 2-92-670, Municipal Code of Chicago, as applicable.

(ii) The term "minority-owned business" or "MBE" shall mean a business identified in the Directory of Certified Minority Business Enterprises published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a minority-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.

(iii) The term "women-owned business" or "WBE" shall mean a business identified in the Directory of Certified Women Business Enterprises published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a women-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.

(c) Consistent with Sections 2-92-440 and 2-92-720, Municipal Code of Chicago, the Developer's MBE/WBE commitment may be achieved in part by the Developer's status as an MBE or WBE (but only to the extent of any actual work performed on the Project by the Developer) or by a joint venture with one or more MBEs or WBEs (but only to the extent of the lesser of (i) the MBE or WBE participation in such joint venture, or (ii) the amount of any actual work performed on the Project by the MBE or WBE); by the Developer utilizing a MBE or a WBE as the general contractor (but only to the extent of any actual work performed on the Project by the general contractor); by subcontracting or causing the general contractor to subcontract a portion of the construction of the Project to one or more MBEs or WBEs; by the purchase of materials or services used in the construction of the Project from one or more MBEs or WBEs; or by any combination of the foregoing. Those entities which constitute both a MBE and a WBE shall not be credited more than once with regard to the Developer's MBE/WBE commitment as described in this Section 23.3. In accordance with Section 2-92-730, Municipal Code of Chicago, the Developer shall not substitute any MBE or WBE general contractor or subcontractor without the prior written approval of DOH.

(d) The Developer shall deliver quarterly reports to the City's monitoring staff during the construction of the Project describing its efforts to achieve compliance with this MBE/WBE commitment. Such reports shall include, inter alia, the name and business address of each MBE and WBE solicited by the Developer or the general contractor to work on the Project, and the responses received from such solicitation, the

name and business address of each MBE or WBE actually involved in the construction of the Project, a description of the work performed or products or services supplied, the date and amount of such work, product or service, and such other information as may assist the City's monitoring staff in determining the Developer's compliance with this MBE/WBE commitment. The Developer shall maintain records of all relevant data with respect to the utilization of MBEs and WBEs in connection with the construction of the Project for at least five (5) years after completion of the Project, and the City's monitoring staff shall have access to all such records maintained by the Developer, on prior notice of at least five (5) business days, to allow the City to review the Developer's compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the construction of the Project.

(e) Upon the disqualification of any MBE or WBE general contractor or subcontractor, if the disqualified party misrepresented such status, the Developer shall be obligated to discharge or cause to be discharged the disqualified general contractor or subcontractor, and, if possible, identify and engage a qualified MBE or WBE as a replacement. For purposes of this subsection (e), the disqualification procedures are further described in Sections 2-92-540 and 2-92-730, Municipal Code of Chicago, as applicable.

(f) Any reduction or waiver of the Developer's MBE/WBE commitment as described in this Section 23.3 shall be undertaken in accordance with Sections 2-92-450 and 2-92-730, Municipal Code of Chicago, as applicable.

23.4 Pre-Construction Conference and Post-Closing Compliance Requirements. Not less than fourteen (14) days prior to the Closing Date, the Developer and the Developer's general contractor and all major subcontractors shall meet with DOH monitoring staff regarding compliance with all Section 23 requirements. During this pre-construction meeting, the Developer shall present its plan to achieve its obligations under this Section 23, the sufficiency of which the City's monitoring staff shall approve as a precondition to the Closing. During the construction of the Project, the Developer shall submit all documentation required by this Section 23 to the City's monitoring staff, including, without limitation, the following: (a) subcontractor's activity report; (b) contractor's certification concerning labor standards and prevailing wage requirements; (c) contractor letter of understanding; (d) monthly utilization report; (e) authorization for payroll agent; (f) certified payroll; (g) evidence that MBE/WBE contractor associations have been informed of the Project via written notice and hearings; and (h) evidence of compliance with job creation/job retention requirements. Failure to submit such documentation on a timely basis, or a determination by the City's monitoring staff, upon analysis of the documentation, that the Developer is not complying with its obligations under this Section 23, shall, upon the delivery of written notice to the Developer, be deemed an Event of Default. Upon the occurrence of any such Event of Default, in addition to any other remedies provided in this Agreement, the City may: (x) issue a written demand to the Developer to halt construction of the Project, (y) withhold any further payment of any City funds to the Developer or the general contractor, or (z) seek any other remedies against the Developer available at law or in equity.

SECTION 24. REPRESENTATIONS AND WARRANTIES.

24.1 Representations and Warranties of the Developer. To induce the City to execute this Agreement and perform its obligations hereunder, the Developer hereby represents and warrants to the City that as of the date of this Agreement and as of the Closing Date the following shall be true and correct in all respects:

(a) The Developer is a corporation duly organized, validly existing and in good standing under the laws of the State of Illinois with full power and authority to acquire, own and redevelop the City Land, and the person signing this Agreement on behalf of the Developer has the authority to do so.

(b) All certifications and statements contained in the Economic Disclosure Statement last submitted to the City by the Developer (and any legal entity holding an interest in the Developer) are true, accurate and complete.

(c) The Developer's execution, delivery and performance of this Agreement and all instruments and agreements contemplated hereby will not, upon the giving of notice or lapse of time, or both, result in a breach or violation of, or constitute a default under, any other agreement to which the Developer, or any party affiliated with the Developer, is a party or by which the Developer or the City Land is bound.

(d) To the best of the Developer's knowledge, no action, litigation, investigation or proceeding of any kind is pending or threatened against the Developer, or any party affiliated with the Developer, and the Developer knows of no facts which could give rise to any such action, litigation, investigation or proceeding, which could: (i) affect the ability of the Developer to perform its obligations hereunder; or (ii) materially affect the operation or financial condition of the Developer.

(e) To the best of the Developer's knowledge, the Project will not violate: (i) any Laws, including, without limitation, any zoning and building codes and environmental regulations; or (ii) any building permit, restriction of record or other agreement affecting the City Land.

24.2 Representations and Warranties of the City. To induce the Developer to execute this Agreement and perform its obligations hereunder, the City hereby represents and warrants to the Developer that the City has authority under its home rule powers to execute and deliver this Agreement and perform the terms and obligations contained herein.

24.3 Survival of Representations and Warranties. Each of the parties agrees that all of its representations and warranties set forth in this Section 24 or elsewhere in this Agreement are true as of the date of this Agreement and will be true in all material respects at all times thereafter, except with respect to matters which have been disclosed in writing and approved by the other party.

SECTION 25. NOTICES.

Any notice, demand or communication required or permitted to be given hereunder shall be given in writing at the addresses set forth below by any of the following means: (a) personal service; (b) facsimile; (c) overnight courier; or (d) registered or certified first class mail, postage prepaid, return receipt requested:

If to the City:	City of Chicago Department of Planning and Development 121 North LaSalle Street, Room 1000 Chicago, Illinois 60602
With a copy to:	City of Chicago Department of Law 121 North LaSalle Street, Suite 600 Chicago, Illinois 60602 Attn: Real Estate and Land Use Division
If to the Developer:	Franklin Williams Enterprises, Inc. 3709 West Chicago Avenue Chicago, Illinois 60651 Attn: Franklin Williams
With a copy to:	Jessie Outlaw 53 West Jackson Boulevard, Suite 1219 Chicago, Illinois 60604

Any notice, demand or communication given pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon confirmed transmission by facsimile, respectively, provided that such facsimile transmission is confirmed as having occurred prior to 5:00 p.m. on a business day. If such transmission occurred after 5:00 p.m. on a business day or on a non-business day, it shall be deemed to have been given on the next business day. Any notice, demand or communication given pursuant to clause (c) shall be deemed received on the business day immediately following deposit with the overnight courier. Any notice, demand or communication sent pursuant to clause (d) shall be deemed received three (3) business days after mailing. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, demands or communications shall be given. The refusal to accept delivery by any party or the inability to deliver any communication because of a changed address of which no notice has been given in accordance with this Section 25 shall constitute delivery.

SECTION 26. BUSINESS RELATIONSHIPS.

The Developer acknowledges (a) receipt of a copy of Section 2-156-030 (b) of the Municipal Code of Chicago, (b) that it has read such provision and understands that pursuant to such Section 2-156-030 (b) it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or

employee with respect to any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (c) notwithstanding anything to the contrary contained in this Agreement, that a violation of Section 2-156-030 (b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Agreement shall be grounds for termination of this Agreement and the transactions contemplated hereby. The Developer hereby represents and warrants that no violation of Section 2-145-030 (b) has occurred with respect to this Agreement or the transactions contemplated hereby.

SECTION 27. PATRIOT ACT CERTIFICATION.

The Developer represents and warrants that neither the Developer nor any Affiliate (as hereafter defined) thereof is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable Laws: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List. As used in this Section 27, an "Affiliate" shall be deemed to be a person or entity related to the Developer that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with the Developer, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

SECTION 28. PROHIBITION ON CERTAIN CONTRIBUTIONS - MAYORAL EXECUTIVE ORDER NO. 05-1.

28.1 The Developer agrees that the Developer, any person or entity who directly or indirectly has an ownership or beneficial interest in the Developer of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, the Developer's contractors (i.e., any person or entity in direct contractual privity with the Developer regarding the subject matter of this Agreement) ("Contractors"), any person or entity who directly or indirectly has an ownership or beneficial interest in any Contractor of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (the Developer and all the other preceding classes of persons and entities are together the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee (a) after execution of this Agreement by the Developer, (b) while this Agreement or any Other Contract (as hereinafter defined) is executory, (c) during the term of this Agreement or any Other Contract, or (d) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated. This provision shall not apply to contributions made prior to February 10, 2005, the effective date of Executive Order 2005-1.

28.2 The Developer represents and warrants that from the later of (a) February 10, 2005, or (b) the date the City approached the Developer, or the date the Developer approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

28.3 The Developer agrees that it shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

28.4 The Developer agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 05-1 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 05-1.

28.5 Notwithstanding anything to the contrary contained herein, the Developer agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this Section 28 or violation of Mayoral Executive Order No. 05-1 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted, unless the City, in its sole discretion, elects to grant such an opportunity to cure. Such breach and default entitles the City to all remedies (including, without limitation, termination for default) under this Agreement, and under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

28.6 If the Developer intentionally violates this provision or Mayoral Executive Order No. 05-1 prior to the Closing, the City may elect to decline to close the transaction contemplated by this Agreement.

28.7 For purposes of this provision:

(a) "Bundle" means to collect contributions from more than one source, which contributions are then delivered by one person to the Mayor or to his political fundraising committee.

(b) "Other Contract" means any other agreement with the City to which the Developer is a party that is (i) formed under the authority of Chapter 2-92 of the Municipal Code of Chicago; (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the City Council.

(c) "Contribution" means a "political contribution" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

(d) Individuals are "domestic partners" if they satisfy the following criteria:

- (i) they are each other's sole domestic partner, responsible for each other's common welfare; and
- (ii) neither party is married; and
- (iii) the partners are not related by blood closer than would bar marriage in the State of Illinois; and
- (iv) each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and
- (v) two of the following four conditions exist for the partners:
 - (1) The partners have been residing together for at least 12 months.
 - (2) The partners have common or joint ownership of a residence.
 - (3) The partners have at least two of the following arrangements:
 - (A) joint ownership of a motor vehicle;
 - (B) joint credit account;
 - (C) a joint checking account;
 - (D) a lease for a residence identifying both domestic partners as tenants.
 - (4) Each partner identifies the other partner as a primary beneficiary in a will.
- (e) "Political fundraising committee" means a "political fundraising committee" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

SECTION 29. MISCELLANEOUS.

The following general provisions govern this Agreement:

29.1 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute a single, integrated instrument.

29.2 Cumulative Remedies. The remedies of any party hereunder are cumulative and the exercise of any one or more of such remedies shall not be construed as a waiver of any other remedy herein conferred upon such party or hereafter existing at law or in equity, unless specifically so provided herein.

29.3 Date for Performance. If the final date of any time period set forth herein falls on a Saturday, Sunday or legal holiday under the laws of Illinois or the United States of America, then such time period shall be automatically extended to the next business day.

29.4 Entire Agreement; Modification. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreements, negotiations and discussions. This Agreement may not be modified or amended in any manner without the prior written consent of the parties hereto. No term of this Agreement may be waived or discharged orally or by any course of dealing, but only by an instrument in writing signed by the party benefited by such term.

29.5 Exhibits. All exhibits referred to herein and attached hereto shall be deemed part of this Agreement.

29.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

29.7 Headings. The headings of the various sections and subsections of this Agreement have been inserted for convenience of reference only and shall not in any manner be construed as modifying, amending or affecting in any way the express terms and provisions hereof.

29.8 No Merger. The terms of this Agreement shall not be merged with the Deed, and the delivery of the Deed shall not be deemed to affect or impair the terms of this Agreement.

29.9 No Waiver. No waiver by the City with respect to any specific default by the Developer shall be deemed to be a waiver of the rights of the City with respect to any other defaults of the Developer, nor shall any forbearance by the City to seek a remedy for any breach or default be deemed a waiver of its rights and remedies with respect to such breach or default, nor shall the City be deemed to have waived any of its rights and remedies unless such waiver is in writing.

29.10 Severability. If any term of this Agreement or any application thereof is held invalid or unenforceable, the remainder of this Agreement shall be construed as if such invalid part were never included herein and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

29.11 Successors and Assigns. Except as otherwise provided in this Agreement, the terms and conditions of this Agreement shall apply to and bind the successors and assigns of the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on or as of the date first above written.

CITY OF CHICAGO, an Illinois municipal corporation

By: _____
Lori T. Healey
Commissioner of Planning and Development

FRANKLIN WILLIAMS ENTERPRISES, INC., an Illinois corporation

By: _____
Franklin Williams
Its President

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Lori T. Healey, the Commissioner of Planning and Development of the City of Chicago, an Illinois municipal corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and, being first duly sworn by me, acknowledged that, as said Commissioner, she signed and delivered the foregoing instrument pursuant to authority given by the City of Chicago as her free and voluntary act and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my notarial seal this _____ day of _____, 2006.

NOTARY PUBLIC

STATE OF ILLINOIS)
) SS.
 COUNTY OF COOK)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Franklin Williams, the President of Franklin Williams Enterprises, Inc., an Illinois corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and, being first duly sworn by me, acknowledged that he signed and delivered the foregoing instrument pursuant to authority given by said corporation, as his free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my notarial seal this ____ day of _____, 2006.

 NOTARY PUBLIC

[(Sub)Exhibits "C", "D", "E", "F", "G" and "H" referred to in Agreement with Franklin Williams Enterprises, Inc. for Sale and Redevelopment of Land unavailable at time of printing.]

[(Sub)Exhibit "A" referred to in this Agreement with Franklin Williams Enterprises, Inc. for Sale and Redevelopment of Land constitutes Exhibit "A" to ordinance and printed on page 87128 of this *Journal*.]

(Sub)Exhibit "B" referred to in this Agreement with Franklin Williams Enterprises, Inc. for the Sale and Redevelopment of Land reads as follows:

(Sub)Exhibit "B".
(To Agreement With Franklin Williams Enterprises, Inc.
For Sale And Redevelopment Of Land)

Narrative Description Of Project.

The Project is a two (2) story, all-masonry, single-family home with three (3) bedrooms, two and one-half (2½) bathrooms, and an unfinished basement. The home will contain approximately one thousand five hundred (1,500) square feet of living space, and include energy efficient windows and reflective roofing. The home will also include a detached two (2) car garage accessible by a concrete driveway on the north side. This is a market-rate residential development.

APPROVAL FOR SALE OF CITY-OWNED PROPERTY WITHIN
WASHINGTON PARK COMMUNITY TO AND AUTHORIZATION
FOR EXECUTION OF REDEVELOPMENT AGREEMENT
WITH NORTH WASHINGTON PARK HOMES, L.L.C.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Planning and Development authorizing the sale of city-owned property within Washington Park Community to North Washington Park Homes, L.L.C., having the same under advisement, begs leave to report and recommend that Your Honorable Body Pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by a vote of the members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

On motion of Alderman Suarez, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 45.

Nays -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City is the owner of certain vacant parcels located within the Washington Park Community in the City and identified by the following Permanent Index Numbers: 20-10-203-007, 20-10-203-012, 20-10-203-015, 20-10-203-018, 20-10-211-003, 20-10-210-025, 20-10-211-007, 20-10-211-008, 20-10-211-012, 20-10-211-013, 20-10-212-013, 20-10-213-006, 20-10-213-018 and 20-10-213-032 (subject to final title and survey, "Property"); and

WHEREAS, North Washington Park Homes, L.L.C., an Illinois limited liability company ("Developer"), has submitted a proposal to the Department of Planning and Development ("Department") to purchase the Property from the City for One Million Seven Hundred Thirty-eight Thousand Nine Hundred Forty-one and no/100 Dollars (\$1,738,941.00) and construct a total of forty-four (44) units of for-sale housing on the Property in the following building types: four (4) six-flat condominium buildings, four (4) four-flat condominium buildings and four (4) detached single-family homes ("Improvements"); and

WHEREAS, As additional consideration for the transfer of the Property to the Developer, the Developer has agreed to sell eight (8) of the condominium units to be constructed on the Property for a sum not to exceed One Hundred Eighty Thousand and no/100 Dollars (\$180,000.00) per unit to households earning no more than one hundred percent (100%) of the median income for the Chicago Primary Metropolitan Statistical Area ("P.M.S.A."); and

WHEREAS, Public notices advertising the Department's intent to enter into a negotiated sale of the Property with the Developer and requesting alternative proposals appeared in the *Chicago Sun-Times* on July 28, 2006, July 30, 2006 and July 31, 2006; and

WHEREAS, By Resolution Number 06-CDC-16, adopted on February 14, 2006, the C.D.C. authorized the Department to advertise its intention to enter into a negotiated sale with the Developer for the redevelopment of the Property, approved the Department's request to advertise for alternative proposals, and approved the sale of the Property to the Developer if no alternative proposals were received; and

WHEREAS, No alternative proposals were received by the deadline indicated in the aforesaid notices; and

WHEREAS, The Department has determined that the proposed Improvements are in accord with the residential and commercial character of the surrounding neighborhood and has recommended that the purchase offer of the Developer be accepted by the City Council; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The foregoing recitals are hereby adopted as the findings of the City Council.

SECTION 2. The sale of the Property to the Developer in the amount of One Million Seven Hundred Thirty-eight Thousand Nine Hundred Forty-one and no/100 Dollars (\$1,738,941.00) is hereby approved. This approval is expressly conditioned upon the City entering into a redevelopment agreement with the Developer substantially in the form attached hereto as Exhibit A ("Redevelopment Agreement"). The Commissioner of the Department ("Commissioner") or a designee of the Commissioner is each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver the Redevelopment Agreement, and such other supporting documents as may be necessary or appropriate to carry out and comply with the provisions of the Redevelopment Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Redevelopment Agreement.

SECTION 3. The Mayor or his proxy is authorized to execute, and the City Clerk is authorized to attest, a quitclaim deed or quitclaim deeds conveying the Property to the Developer, or to a land trust of which the Developer is the sole beneficiary, or to an entity of which the Developer is the sole controlling party or is comprised of the same principal parties, subject to those covenants, conditions and restrictions set forth in the Redevelopment Agreement.

SECTION 4. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 5. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 6. This ordinance shall take effect immediately upon its passage and approval.

Exhibit "A" referred to in this ordinance reads as follows:

*Exhibit "A".
(To Ordinance)*

*Agreement For The Sale And
Redevelopment Of Land.*

This **AGREEMENT FOR THE SALE AND REDEVELOPMENT OF LAND** ("Agreement") is made on or as of the ___ day of _____, _____, by and between the **CITY OF CHICAGO**, an Illinois municipal corporation ("City"), acting by and through its Department of Planning and Development ("DPD"), having its principal offices at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602 and **NORTH WASHINGTON PARK HOMES, LLC**, an Illinois limited liability company ("Developer") whose offices are located at 607 East Oakwood Boulevard, Chicago, Illinois 60653, Attention: Sylvia Ruffin.

RECITALS

WHEREAS, the Developer desires to purchase from the City the real property located within the Washington Park Community which is legally described on Exhibit A attached hereto and made apart hereof ("Property"); and

WHEREAS, the Developer intends to construct a total of forty-four (44) units of for-sale housing on the Property in the following building types: four (4) 6-flat condo buildings, four (4) 4-flat condo buildings, and four (4) detached single family homes on the Property, as more fully described on Exhibit B attached hereto ("Improvements" or "Project"); and

WHEREAS, the Developer has agreed to make certain cash payments to the City as partial consideration for the transfer of the Property; and

WHEREAS, as additional consideration for the transfer of the Property, the Developer has agreed to sell eight (8) condominium units to be constructed on the Property for a sum not to exceed One Hundred Eighty Thousand and 00/100 Dollars (\$180,000.00) per unit; and

WHEREAS, the City Council by ordinance adopted _____, _____, authorized the sale of the Property to the Developer, subject to the execution, delivery and recording of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. INCORPORATION OF RECITALS.

The recitals set forth above constitute an integral part of this Agreement and are incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the parties.

SECTION 2. SALE AND PURCHASE PRICE.

Subject to the terms, covenants and conditions of this Agreement, the City agrees to sell the Property to Developer, and Developer agrees to purchase the Property from the City, for the sum of One Million Seven Hundred Thirty Eight Thousand Nine Hundred Forty One and 00/100 Dollars (\$1,738,941.00) ("Purchase Price"), to be paid to the City at the Closing by cashier's or certified check or wire transfer of immediately available funds or such other form of payment as acceptable to the City at its sole discretion, less the Earnest Money (as defined in Section 3.A). Except as specifically provided herein to the contrary, the Developer shall pay all closing costs. The Developer acknowledges that the Purchase Price is approximately One Million One Hundred Sixty One Thousand Fifty Nine and 00/100 Dollars (\$1,161,059.00) less than the fair market value of the Property and that the City has only agreed to sell the Property to the Developer for the Purchase Price because the Developer has agreed to execute this Agreement and comply with its terms and conditions, including, without limitation, Section 10.

SECTION 3. EARNEST MONEY AND PERFORMANCE DEPOSIT.

A. **Earnest Money.** Upon execution of this Agreement, the Developer shall deposit with the City the amount of Forty Three Thousand Five Hundred and 00/100 Dollars (\$43,500.00) which will be credited against the Purchase Price ("Earnest Money") at the Closing (as defined in Section 4.D. below).

B. **Performance Deposit.** Upon execution of this Agreement, the Developer shall also deposit with the City an additional amount of Forty Three Thousand Five Hundred and 00/100 Dollars (\$43,500.00) as security for the performance of its obligations of this Agreement ("Performance Deposit") which will be retained by the City until a Final Certificate of Completion (as described in Section 9 below) has been issued by the City for the Project.

C. Interest. The City will pay no interest to the Developer on the Earnest Money or Performance Deposit.

SECTION 4. CONVEYANCE OF PROPERTY.

A. Form of Deed. The City shall convey the Property to Developer by quitclaim deed ("Deed"), subject to the terms of this Agreement and the following:

- (i) the standard exceptions in an ALTA title insurance policy;
- (ii) general real estate taxes and any special assessments or other taxes;
- (iii) easements, encroachments, covenants and restrictions of record and not shown of record; and
- (iv) such other title defects as may exist.

B. Title Commitment and Insurance. The Developer acknowledges that the City has delivered to the Developer a commitment for an owner's policy of title insurance from Chicago Title Insurance Company ("Title Company") showing the City in title to the Property. Any updated title commitment shall be obtained at Developer's expense. The Developer shall be solely responsible for and shall pay all costs associated with obtaining any title insurance, extended coverage or other endorsements it deems necessary.

C. Survey. The Developer shall be responsible for obtaining, at its sole cost and expense, any survey it deems necessary; provided, however, that in the event such survey discloses any title matters other than the Permitted Exceptions which the Title Company will not remove or insure over to the Developer's reasonable satisfaction prior to the Closing (as defined in Section 4.D below), the Developer may terminate this Agreement by delivery of written notice to the City, in which event the City shall return the Earnest Money and Performance Deposit to the Developer and this Agreement shall be null and void and, except as otherwise specifically provided herein, neither party shall have any further right, duty or obligation hereunder.

D. Closing. The closing of the transaction contemplated by this Agreement ("Closing") shall take place at the downtown offices of the Title Company, 171 North Clark Street, Chicago, Illinois 60601, on February 1, 2007, or on such later date and at such place as the parties mutually agree to in writing; provided, however, notwithstanding the parties' execution of this Agreement, in no event shall the Closing occur (i) unless and until the conditions precedent set forth in Sections 4, 5 and 8 are all satisfied, and (ii) any later than March 15, 2007 (the "Outside Closing Date"). Failure by the Developer to close by the aforementioned date shall be considered an "Event of Default" as defined in Section 15 below. Notwithstanding the foregoing, the Commissioner of DPD, in her sole discretion, shall have the right to unilaterally extend the Closing Date in accordance with Section 8 below.

E. **Building Permits.** The Developer shall apply for all necessary building permits and zoning approvals for the Project no later than January 15, 2007 and shall deliver evidence of all such permits and approvals to DPD at least fourteen (14) days prior to the Closing.

F. **Real Estate Taxes.** The City shall use reasonable efforts to obtain the waiver of any delinquent real estate tax liens on the Property prior to the Closing, to the extent such tax liens can be waived or released by the City's writing of an abatement letter to the Cook County Treasurer or a motion to vacate a tax sale. If the City is unable to obtain the waiver of any such tax liens, the Developer shall have the option to do one of the following: (i) accept title to the Property subject to the tax liens, without reduction in the Purchase Price; or (ii) terminate this Agreement by delivery of written notice to the City, in which event the City shall return the Earnest Money and Performance Deposit to the Developer to the Developer and this Agreement shall be null and void. If the Developer elects to close, the Developer shall assume the responsibility for any such delinquent real estate taxes. The Developer shall also be responsible for all taxes accruing after the Closing. Until the City issues a Final Certificate of Completion (as defined in Section 9), the Developer shall notify the City that the real estate taxes have been paid in full within ten (10) days of such payment.

G. **Recording Costs.** The Developer shall pay to record the Deed and this Agreement and any other documents incident to the conveyance of the Property to the Developer.

H. **Escrow.** If the Developer requires conveyance through escrow, Developer shall pay all escrow fees.

I. **Insurance.** The Developer shall procure and maintain or cause to be maintained by its contractors, subcontractors, agents, and/or employees, at all times throughout the term of this Agreement, the following insurance coverages:

- (i) commercial general liability insurance with a combined single limit of not less than \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage liability. Coverages shall include the following: all premises and operations, products/completed operations, independent contractors, separation of insureds, defense, and contractual liability (with no limitation endorsement). The City is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the Project on the Property.
- (ii) Automobile Liability Insurance (Primary and Umbrella). When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Developer shall provide automobile liability insurance with limits of not less than \$1,000,000.00 per occurrence, for bodily injury and property damage. The City shall be named as an additional insured on a primary non-contributory basis. Any contractors doing environmental remediation work shall endorse their automobile liability insurance policy to include the MSC90 Endorsement.

- (iii) **Workers Compensation and Employers Liability Insurance.** Workers compensation and employers liability insurance, as prescribed by applicable law covering all employees who are to provide a service under this Agreement and employers liability coverage with limits of not less than \$100,000.00 each accident or illness.

Evidence of such insurance, in the form of an Accord 27 Certificate or actual insurance policy or binder, shall be provided to the City. This Section 4.I. shall survive the Closing.

J. **Due Diligence.** The Developer shall deliver to DPD at least fourteen (14) days prior to the Closing due diligence searches in its name (UCC, state and federal tax lien, pending litigation and judgment in Cook County and N.D. Ill., and bankruptcy in Cook County and U.S. Bankr. Ct.), showing no unacceptable liens, litigation, judgments or filings, as reasonably determined by the Corporation Counsel.

K. **Organization and Authority Documents.** The Developer shall deliver to DPD at least fourteen (14) days prior to the Closing the following certified documents: Operating Agreement, consent of members authorizing the Developer to enter into this transaction, and such other organizational documents as the City may reasonably request. The Developer shall also provide a Certificate of Good Standing dated no more than thirty (30) days prior to the Closing issued by the Office of the Secretary of State of the State of Illinois as to the good standing of the Developer.

SECTION 5. PROJECT BUDGET; PROOF OF FINANCING.

The total project budget is currently estimated to be Thirteen Million Six Hundred Twenty Five Thousand Six Hundred Thirteen and 00/100 Dollars (\$13,625,613.00) (the "Preliminary Project Budget"). Not less than thirty (30) days prior to the Closing, the Developer shall submit to DPD for approval a final project budget materially consistent with the Preliminary Project Budget ("Budget") and evidence of equity and loan funds committed, available to be drawn down on the Closing and adequate to finance the purchase of the Property and the construction of the Improvements. If the Developer fails to provide the City with a Budget or proof of financing to the City's reasonable satisfaction within the time period provided for herein, the City may, at its option, declare this Agreement null and void or delay the Closing until such time as the Developer complies with this Section 5.

SECTION 6. SITE PLANS AND ARCHITECTURAL DRAWINGS.

A. **Site Plans.** The Developer shall construct the Improvements in accordance with the renderings prepared by Smith Smith Associates, Inc. and Johnson and Lee, dated _____, and the site plans and architectural drawings prepared pursuant thereto, which have been approved by DPD and which are listed on Exhibit C attached hereto and incorporated herein by reference ("Drawings"). Parking spaces shall be made available to the dwelling units as per Exhibits B and C and shall be included in the purchase price for such units.

In addition, the Developer shall comply with the City's Landscape Ordinance and construction of the Project shall be Energy-Star certified. No material deviation from the Drawings may be made without the prior written approval of DPD, which shall be in DPD's sole discretion. A green roof or Energy Star roof over 50% of the total roof area and LEED Certification shall be required for the four (4) six-flat condo buildings comprising a portion of the Project. A deviation that changes the square footage of any dwelling unit by more than 5%, changes the number of dwelling units in the Project or changes the basic use of the Property shall be deemed material. In the event the Developer submits and DPD approves revised site plans and/or architectural drawings after the date of this Agreement, the term "Drawings" as used herein shall refer to the revised site plans and/or architectural drawings upon DPD's written approval of the same.

B. Subsidized Units. The Developer shall sell eight of the condominium units to be constructed on the Property for a sum not to exceed One Hundred Eighty Thousand and 00/100 Dollars (\$180,000.00) per unit to households earning no more than 100% of the median income for the Chicago Primary Metropolitan Statistical Area ("PMSA"). Throughout this Agreement, the above-referenced subsidized units shall be referred to as "Affordable Unit" or "Affordable Units" and households qualifying for Affordable Units shall be referred to as "Qualified Household" or "Qualified Households".

C. Relocation of Utilities, Curb Cuts and Driveways. The Developer shall be solely responsible for and shall pay all costs associated with: (i) the relocation, installation or construction of public or private utilities, curb cuts and driveways; (ii) the repair or reconstruction of any curbs, vaults, sidewalks or parkways required in connection with or damaged as a result of the Developer's redevelopment; (iii) the removal of existing pipes, utility equipment or building foundations; and (iv) the termination of existing water or other services. The City shall have the right to approve any streetscaping, including any paving of sidewalks, landscaping and lighting provided by the Developer as part of the Project.

D. Inspection by the City. During the construction of the Project, the Developer shall permit any duly authorized representative of the City to enter onto the Property for the purpose of determining whether the work is being performed in accordance with the terms of this Agreement and all applicable laws and codes.

E. Barricades and Signs. The Developer shall, at its sole cost and expense, erect and maintain such signs as the City may reasonably require identifying the Property as a City redevelopment project. Prior to the commencement of any construction activity requiring barricades, the Developer shall install barricades of a type and appearance satisfactory to the City and constructed in compliance with all applicable federal, state and local laws, ordinances and regulations. The City shall have the right to approve the maintenance, appearance, color scheme, painting, nature, type, content and design of all signage and barricades, which approval shall not be unreasonably withheld or delayed. Upon start of construction, and with DPD's consent, a sales trailer may also be erected on the property.

F. Survival. The provisions of this Section 6 shall survive the Closing.

SECTION 7. LIMITED APPLICABILITY.

DPD's approval of the Drawings is for the purposes of this Agreement only and does not constitute the approval required by the City's Department of Construction and Permits ("DCAP") or any other City department; nor does the approval by DPD pursuant to this Agreement constitute an approval of the quality, structural soundness or safety of any improvements located or to be located on the Property. DPD's approval shall be only for the benefit of the Developer and any lienholder authorized by this Agreement.

SECTION 8. COMMENCEMENT AND COMPLETION OF IMPROVEMENTS.

The Closing shall not occur unless and until the Developer is prepared to immediately commence construction of the Improvements. In no instance shall (a) construction commence later than March 30, 2007, or (b) construction be completed later than September 30, 2009. DPD shall have discretion to extend the dates in (a) and (b) by up to six (6) months each (i.e., no more than twelve (12) months in the aggregate) by issuing a written extension letter. The Developer shall give written notice to the City within five (5) days after it commences construction. The Improvements shall be constructed in accordance with the Drawings and all applicable laws (including, without limitation, Chapters 7-28 and 11-4 of the Municipal Code), regulations, codes, and recorded encumbrances and restrictions. Notwithstanding the foregoing, the Commissioner of DPD, at her sole discretion, shall have the right to unilaterally extend the dates contained herein.

SECTION 9. CERTIFICATE OF COMPLETION.

Upon completion of each of the residential units comprising the Project, the Developer shall deliver to the City a notice of closing ("Notice of Closing") in substantially the form attached hereto as Exhibit D. The Notice of Closing must include a Certificate of Substantial Completion from the project architect in substantially the form attached hereto as Exhibit E. Within thirty (30) days after receipt of a Notice of Closing and the accompanying Certificate of Substantial Completion, the City shall inspect the subject unit to determine whether it is substantially complete (i.e., complete except for punch list items) and constructed in accordance with this Agreement, and shall thereafter deliver to the Developer either a Partial Certificate of Completion for the unit ("Partial Certificate of Completion") or a written statement indicating in adequate detail how the Developer has failed to complete the unit in compliance with this Agreement or is otherwise in default, and what measures or acts are necessary, in the sole opinion of the City, for the Developer to take or perform in order to obtain the Partial Certificate of Completion. If the City requires additional measures or acts to assure compliance, the Developer shall have thirty (30) days to correct any deficiencies and resubmit a Notice of Closing. The Partial Certificate of Completion shall be in recordable form, and shall, upon recording, constitute a conclusive determination of satisfaction and termination of the covenants in this Agreement and the Deed with respect to the Developer's obligations to construct

any single dwelling unit. The Partial Certificate of Completion shall not, however, constitute evidence that the Developer has complied with any laws relating to the construction of the subject unit, nor shall it serve as any guaranty as to the quality of the construction.

Upon completion of the entire Project, the Developer shall deliver to the City a Notice of Closing. The Notice of Closing must include a Certificate of Substantial Completion from the project architect. Within thirty (30) days after receipt of a Notice of Closing and the accompanying Certificate of Substantial Completion, the City shall inspect the entire Project to determine whether it is substantially complete (i.e., complete except for punch list items) and constructed in accordance with this Agreement, and shall thereafter deliver to the Developer either a Final Certificate of Completion ("Final Certificate of Completion") or a written statement indicating in adequate detail how the Developer has failed to complete the unit in compliance with this Agreement or is otherwise in default, and what measures or acts are necessary, in the sole opinion of the City, for the Developer to take or perform in order to obtain the Final Certificate of Completion. If the City requires additional measures or acts to assure compliance, the Developer shall have thirty (30) days to correct any deficiencies and resubmit a Notice of Closing. The Final Certificate of Completion shall be in recordable form, and shall, upon recording, constitute a conclusive determination of satisfaction and termination of the covenants in this Agreement and the Deeds with respect to the Developer's obligations construct the Project. The Final Certificate of Completion shall not, however, constitute evidence that the Developer has complied with any Laws relating to the construction of the Project, nor shall it serve as any guaranty as to the quality of the construction. Upon recordation of a Final Certificate of Completion for the Project and the sale of all Affordable Units to Qualified Households in accordance with Section 10.C hereof, the City shall return the Performance Deposit to the Developer.

SECTION 10. RESTRICTIONS ON USE.

- A. The Developer agrees that it shall not discriminate based upon race, color, religion, sex, national origin or ancestry, military status, sexual orientation, source of income, age or handicap, in the sale of the Property or the dwelling units comprising the Improvements to be constructed on the Property. This covenant shall have no expiration date.
- B. Shall develop and sell the Affordable Units in accordance with the following provisions:
 - (i) The Developer shall design and construct the Affordable Units comparably to the market-rate units in the Project. The purchase price for the Affordable Units shall not to exceed One Hundred Eighty Thousand and 00/100 Dollars (\$180,000.00) per unit, excluding any upgrades selected by the unit purchasers.
 - (ii) The Developer shall sell all of the Affordable Units to Qualified Households, as per Section 6.B above. the purchase contract for the sale of each Affordable Unit shall

attach as an exhibit the Mortgage (as defined below) in favor of the City that the homebuyer shall execute at closing.

- (iii) The City must approve the income eligibility of the buyer of each Affordable Unit to confirm that the buyer is a Qualified Household. Toward this end, the Developer shall deliver to DPD any information required by DPD in order to determine the buyers income eligibility. DPD shall have ten (10) business days from the date of receipt of a "complete information package" to qualify buyers. A "complete information package" shall include, by means of illustration and not limitation, the fully-executed real estate sales contract, the W-2 forms from the buyers employers, U.S. 1040 income tax returns from the previous two (2) years, an affidavit or verification from the buyer with regard to household size, and the employer verification form utilized by the Federal National Mortgage Association ("Fannie Mae"). The City shall not issue a Partial Certificate of Completion for the Affordable Unit until it has reviewed and approved said documentation.

- (iv) At the closing of each Affordable Unit, the Developer shall require the buyer of each Affordable Unit to execute an Affidavit and a Mortgage, Security and Recapture Agreement in the form attached hereto as Exhibit F ("Mortgage"), securing the difference between the market rate sales price for a similar type of unit and the sales price for the Affordable Unit in favor of the City to be dated as of the date of the closing. The Mortgage shall have a term of thirty (30) years commencing on the date of closing in an amount representing the difference between the market rate sales price for a similar type of unit and the sales price for the Affordable Unit. The indebtedness subject to recapture under the Mortgage shall be due and payable by the Affordable Unit buyer if, during the Mortgage Term, the Affordable Unit buyer sells the Affordable Unit for an amount that renders the Affordable Unit not affordable or to a buyer who does not meet the income eligibility requirements set forth herein. The Mortgage shall also be due and payable if the Affordable Unit buyer leases the Affordable Unit or refinances its first mortgage in an amount greater than the initial principal indebtedness secured thereby, or obtains home equity or other financing secured by the Affordable Unit which, when added to the then-outstanding balance of such first mortgage, exceeds the original principal amount of such first mortgage indebtedness. The City, in its sole discretion, shall have the right to waive or modify such mandatory pre-payment provisions in the event the enforcement thereof would be inequitable or cause undue hardship. The Mortgage shall be subordinate to the lien in favor of the permanent lender, if any.

The Developer acknowledges and agrees that the use restrictions set forth in this Section 10 constitute material, bargained for consideration for the City and are intended to further the public policy of creating long-term affordable housing, and that, but for such use and affordability restrictions, the City would not have agreed to convey the Property to the Developer.

SECTION 11. PROHIBITION AGAINST TRANSFER OF PROPERTY.

Prior to the issuance of the Final Certificate of Completion, the Developer may not, without the prior written consent of DPD, which consent shall be in DPD's sole discretion: (a) directly or indirectly sell or convey (except for the sale and conveyance of the residential units to bona fide purchasers) the Property or any part thereof or any interest therein or the Developer's controlling interests therein; or (b) directly or indirectly assign this Agreement. If the Developer is a business entity, no principal party of the Developer (e.g., a general partner, member, manager or shareholder) may sell, transfer or assign any of its interest in the Developer prior to the issuance of the Final Certificate of Completion to anyone other than another principal party of the Developer without the prior written consent of DPD, which consent shall be in DPD's sole discretion. The Developer must disclose the identity of all members to the City at the time such members obtain an interest in the Developer. In the event of a proposed sale (except for the sale and conveyance of the residential units to private purchasers), the Developer shall provide DPD copies of any and all sales contracts, legal descriptions, descriptions of intended use, certifications from the proposed buyer regarding this Agreement and such other information as the City may reasonably request. The proposed buyer must be qualified to do business with the City (including, without limitation, the anti-scofflaw requirement).

SECTION 12. LIMITATION UPON ENCUMBRANCE OF PROPERTY.

Except as otherwise provided herein, prior to the issuance of the Final Certificate of Completion, the Developer shall not, without DPD's prior written consent, which shall be in DPD's sole discretion, engage in any financing or other transaction which creates an encumbrance or lien on the Property, except for the initial construction financing approved by DPD pursuant to Section 5.

SECTION 13. MORTGAGEES NOT OBLIGATED TO CONSTRUCT.

Notwithstanding any other provision of this Agreement or of the Deed, the holder of any mortgage on the Property authorized by Section 12 of this Agreement shall not itself be obligated to construct or complete the Improvements but shall be bound by the covenants running with the land specified in Section 14 and, at Closing, shall execute a subordination agreement to such effect. If any such mortgagee succeeds to the Developer's interest in the Property prior to issuance of a Final Certificate of Completion, whether by foreclosure, deed-in-lieu of foreclosure or otherwise, and thereafter transfers its interest in the Property to another party, such transferee shall be obligated to complete the Improvements, and shall also be bound by the other covenants running with the land specified in Section 14.

SECTION 14. COVENANTS RUNNING WITH THE LAND.

The parties agree, and the Deed shall so expressly provide, that the covenants provided in Sections 8, 10, 11 and 12 will be covenants running with the land, binding on the Developer and its successors and assigns (subject to the limitation set forth in Section 13 above as to any permitted mortgage) to the fullest extent permitted by law and equity for the benefit and in favor of the City, and shall be enforceable by the City. The covenants provided in Sections 8, 11 and 12 shall terminate for each of the dwelling units comprising the Project upon the issuance of the Partial Certificate of Completion for such unit and the subsequent sale of such unit to a bon fide purchaser and, if such sale involves an Affordable Unit, the homebuyer's execution, delivery and recording of the Mortgage. The covenants provided in Section 10 shall expire as set forth in said Section 10. The covenants provided in Sections 8, 11 and 12 shall terminate for any portions of the Project for which Partial Certificates of Completion have not been issued upon the issuance of the Final Certificate of Completion

SECTION 15. PERFORMANCE AND BREACH.

A. Time of the Essence. Time is of the essence in the Developer's performance of its obligations under this Agreement.

B. Permitted Delays. The Developer shall not be considered in breach of its obligations under this Agreement in the event of a delay due to unforeseeable causes beyond the Developer's control and without the Developer's fault or negligence, including, without limitation, acts of God, acts of the public enemy, acts of the United States government, fires, floods, epidemics, quarantine restrictions, strikes, embargoes and unusually severe weather or delays of subcontractors due to such causes. The time for the performance of the obligations shall be extended only for the period of the delay and only if the Developer requests an extension in writing within twenty (20) days after the beginning of any such delay.

C. Cure. If the Developer defaults in the performance of its obligations under this Agreement, the Developer shall have sixty (60) days after written notice of default from the City to cure the default, or such longer period as shall be reasonably necessary to cure such default provided the Developer promptly commences such cure and thereafter diligently pursues such cure to completion (so long as continuation of the default does not create material risk to the Project or to persons using the Project). If the default is not cured in the time period provided for herein, the City may institute such proceedings at law or in equity as may be necessary or desirable in its sole discretion to cure and remedy the default, including, without limitation, proceedings to compel specific performance. Notwithstanding the preceding two sentences, no notice or cure period shall apply to defaults under Sections 15.D.(iv), (vi) and (ix). Any default under Sections 15.D.(iv), (vi), and (ix) shall constitute an immediate "Event of Default" and shall entitle the City to terminate this Agreement, retain the Earnest Money and Performance Deposit, and exercise such other remedies at law and at equity as may be available to recover the City's land write-down subsidy and attain the City's affordable housing objectives.

D. **Default.** The occurrence of any one or more of the following shall constitute an "Event of Default" under this Agreement:

- (i) The Developer fails to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations under this Agreement; or
- (ii) The Developer makes or furnishes a warranty, representation, statement or certification to the City (whether in this Agreement, an Economic Disclosure Form, or another document) which is not true and correct; or
- (iii) A petition is filed by or against the Developer under the Federal Bankruptcy Code or any similar state or federal law, whether now or hereafter existing, which is not vacated, stayed or set aside within thirty (30) days after filing; or
- (iv) The Developer abandons or substantially suspends construction of the Improvements; or
- (v) The Developer fails to timely pay real estate taxes or assessments affecting the Property or suffers or permits any levy or attachment, material suppliers' or mechanics' lien, or any other lien or encumbrance unauthorized by this Agreement to attach to the Property; or
- (vi) The Developer makes an assignment, pledge, unpermitted financing, encumbrance, transfer or other disposition in violation of this Agreement; or
- (vii) There is a change in Developer's financial condition or operations that would materially affect the Developer's ability to complete the Improvements; or
- (viii) The Developer fails to comply with the terms of any other written agreement entered into with the City with respect to the Project; or
- (ix) The Developer fails to close by the Outside Closing Date.

E. **Prior to Closing.** If an Event of Default occurs prior to the Closing, the City may terminate this Agreement and retain the Earnest Money and Performance Deposit as liquidated damages.

F. **After Closing.** If an Event of Default occurs after the Closing but prior to the issuance of the Final Certificate of Completion for the Project, and the default is not cured in the time period provided for herein, the City may exercise any and all remedies available to it at law or in equity, including, without limitation, the right to re-enter and take possession of the Property, terminate the estate conveyed to the Developer, and re-vest title to the Property in the City; provided, however, the

revesting of title in the City shall be subject to, limited by, and shall not defeat, render invalid, or limit in any way, the lien of any mortgage authorized by this Agreement. Notwithstanding the foregoing, after the issuance of a Partial Certificate of Completion for any individual dwelling unit, the City's right of reverter shall no longer be enforceable with respect to that unit, but the City shall be entitled to all other remedies, including, without limitation, specific enforcement of the covenants that run with the land. The Commissioner of DPD, at her sole discretion, may amend the terms of this Section 15.F.

G. Resale of the Property. Upon the revesting in the City of title to the Property as provided in Section 15.F., the City shall employ its best efforts to convey the Property (subject to any first mortgage lien described in this Section 15) to a qualified and financially responsible party (reasonably acceptable to the first mortgagee) who shall assume the obligation of completing the construction of the Improvements or such other improvements as shall be satisfactory to the City, and complying with the covenants that run with the land, as specified in Section 14.

H. Disposition of Resale Proceeds. If the City sells the Property as provided for in Section 15.G., the proceeds from the sale shall be utilized to reimburse the City for:

- (i) costs and expenses incurred by the City (including, without limitation, salaries of personnel) in connection with the recapture, management and resale of the Property (less any income derived by the City from the Property in connection with such management); and
- (ii) all unpaid taxes, assessments, and water and sewer charges assessed against the Property; and
- (iii) any payments made (including, without limitation, reasonable attorneys' fees and court costs) to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of the Developer; and
- (iv) any expenditures made or obligations incurred by the City with respect to construction or maintenance of the Improvements; and
- (v) the fair market value of the land comprising the Property (without any Improvements or partially constructed Improvements thereon) as determined by such sale, less the Purchase Price previously paid to the City on the Closing Date;
- (vi) any other amounts owed to the City by the Developer.

The Developer shall be entitled to receive any remaining proceeds up to the amount of the Developer's equity investment in the Property.

In addition to, and without in any way limiting the City's rights under this Section 15, the City shall have the right to retain the Performance Deposit in the event of a default by the Developer.

I. Waiver and Estoppel. Any delay by the City in instituting or prosecuting any actions or proceedings or otherwise asserting its rights shall not operate as a waiver of such rights or operate to deprive the City of or limit such rights in any way. No waiver made by the City with respect to any specific default by the Developer shall be construed, considered or treated as a waiver of the rights of the City with respect to any other defaults of the Developer.

J. No Remedies Against Bona Fide Purchasers. Notwithstanding anything in this Section 15 or otherwise, the City shall have no rights or remedies against a buyer of a dwelling unit, or against such dwelling unit, after the sale of such unit to such buyer except such rights as may be secured by the Mortgage in the case of a purchaser of an Affordable Unit. By operation of this Section 15.J., each dwelling unit shall be released from the encumbrance of this Agreement at the time of such unit's sale to a bona fide purchaser.

SECTION 16. CONFLICT OF INTEREST; CITY'S REPRESENTATIVES NOT INDIVIDUALLY LIABLE.

The Developer warrants that no agent, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement or the Property, nor shall any such agent, official or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any entity or association in which he or she is directly or indirectly interested. No agent, official or employee of the City shall be personally liable to the Developer or any successor in interest in the event of any default or breach by the City or for any amount which may become due to the Developer or successor or on any obligation under the terms of this Agreement.

SECTION 17. INDEMNIFICATION.

The Developer agrees to indemnify, defend and hold the City harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, reasonable attorneys' fees and court costs) suffered or incurred by the City arising from or in connection with: (a) the failure of the Developer to perform its obligations under this Agreement; (b) the failure of the Developer or any contractor to pay contractors, subcontractors or material suppliers in connection with the construction of the Improvements; (c) the failure of the Developer to redress any misrepresentations or omissions in this Agreement or any other agreement relating hereto; and (d) any activity undertaken by the Developer on the Property prior to or after the Closing. This indemnification shall survive the Closing or any termination of this Agreement (regardless of the reason for such termination).

SECTION 18. ENVIRONMENTAL MATTERS.

A. "As Is" Sale. The City makes no covenant, representation or warranty as to the environmental condition of the Property or the suitability of the Property for any purpose whatsoever, and the Developer agrees to accept the Property "as is."

B. Right of Entry. It shall be the responsibility of the Developer, at its sole cost and expense, to investigate and determine the soil and environmental condition of the Property. The Developer shall have the right to request a right of entry for the purpose of conducting environmental tests on the Property. If the Developer makes such a request within thirty (30) days after the date of this Agreement, the City shall grant the Developer the right to enter the Property for a period of thirty (30) days (the "Inspection Period") pursuant to a Right of Entry Agreement in form and substance acceptable to the City. The granting of the right of entry shall be contingent upon the Developer obtaining all necessary permits and the following types and amounts of insurance: (i) commercial general liability insurance with a combined single limit of not less than \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage liability with the City named as an additional insured; (ii) automobile liability insurance with a combined single limit of not less than \$1,000,000.00 per occurrence for bodily injury and property damage; and (iii) worker's compensation and occupational disease insurance in statutory amounts covering all employees and agents who are to do any work on the Property. All insurance policies shall be from insurance companies authorized to do business in the State of Illinois, and shall remain in effect until completion of all environmental testing activity on the Property. The Developer shall deliver duplicate policies or certificates of insurance to the City prior to commencing any activity on the Property. The Developer expressly understands and agrees that any coverage and limits furnished by the Developer shall in no way limit the Developer's liabilities and responsibilities set forth in this Agreement.

The Developer agrees to carefully inspect the Property prior to the commencement of any activity on the Property to make sure that such activity shall not damage surrounding property, structures, utility lines or any subsurface lines or cables. The Developer shall be solely responsible for the safety and protection of the public. The City reserves the right to inspect any work being done on the Property. The Developer's activities on the Property shall be limited to those reasonably necessary to perform the environmental testing. Upon completion of the work, the Developer agrees to restore the Property to its original condition. The Developer shall keep the Property free from any and all liens and encumbrances arising out of any work performed, materials supplied or obligations incurred by or for the Developer, and agrees to indemnify and hold the City harmless against any such liens. The foregoing indemnification shall survive the Closing or any termination of this Agreement (regardless of the reason for such termination).

The Developer agrees to deliver to the City a copy of each report prepared by or for the Developer regarding the environmental condition of the Property within fourteen (14) days after receipt. If, prior to the Closing, the Developer's environmental consultant determines that

contamination exists on the Property to such an extent that the parties agree that the estimated cost of remediation (such estimated cost being determined by the consultant) is too excessive for the Developer, the Developer may declare this Agreement null and void by giving written notice thereof to the City within thirty (30) days after the expiration of the Inspection Period, whereupon the City shall return the Earnest Money and Performance Deposit to the Developer. The Developer agrees that it will not exercise its right to terminate this Agreement until the City has reviewed all reports concerning the condition of the Property and the parties have had an opportunity to try to resolve the issue. If the Developer elects not to terminate this Agreement pursuant to this Section 18, Developer shall be deemed satisfied with the condition of the Property.

If, after the Closing, the environmental condition of the Property is not in all respects entirely suitable for its intended use, it shall be the Developer's sole responsibility and obligation to take such action as is necessary to put the Property in a condition which is suitable for its intended use. The Developer hereby waives, releases and indemnifies the City from any claims and liabilities relating to or arising from the environmental condition of the Property, including, without limitation, claims arising under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA"), and shall undertake and discharge all liabilities of the City arising from any environmental condition which existed on the Property prior to the Closing, including, without limitation, liabilities arising under CERCLA. The provisions of this paragraph shall survive the Closing or any termination of this Agreement (regardless of the reason for such termination).

The Developer hereby acknowledges that, in purchasing the Property, Developer is relying solely upon its environmental due diligence activities and not upon any information (including, without limitation, environmental studies or reports of any kind) provided by or on behalf of the City or its agents or employees with respect thereto.

SECTION 19. DEVELOPER'S EMPLOYMENT OBLIGATIONS.

A. **Employment Opportunity.** The Developer agrees, and shall contractually obligate its various contractors, subcontractors and any affiliate of the Developer operating on the Property (collectively, the "Employers" and individually, an "Employer") to agree that with respect to the provision of services in connection with the construction of the Improvements or occupation of the Property during the construction period:

- (i) Neither the Developer nor any Employer shall discriminate against any employee or applicant for employment based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income as defined in the City of Chicago Human Rights Ordinance, Section 2-160-010 et seq. of the Municipal Code of Chicago, as amended from time to time (the "Human Rights Ordinance"). The Developer and each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military

discharge status, marital status, parental status or source of income and are treated in a non-discriminatory manner with regard to all job-related matters, including, without limitation: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Developer and each Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. In addition, the Developer and each Employer, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income.

- (ii) To the greatest extent feasible, the Developer and each Employer shall present opportunities for training and employment of low and moderate income residents of the City, and provide that contracts for work in connection with the construction of the Improvements be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the City.
- (iii) The Developer and each Employer shall comply with all federal, state and local equal employment and affirmative action statutes, rules and regulations, including, without limitation, the Human Rights Ordinance, and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1993), and any subsequent amendments and regulations promulgated thereto.
- (iv) The Developer, in order to demonstrate compliance with the terms of this Section, shall cooperate with and promptly and accurately respond to inquiries by the City, which has the responsibility to observe and report compliance with equal employment opportunity regulations of federal, state and municipal agencies.
- (v) The Developer and each Employer shall include the foregoing provisions of subparagraphs (i) through (iv) in every contract entered into in connection with the construction of the Improvements, and shall require inclusion of these provisions in every subcontract entered into by any subcontractors, and every agreement with any affiliate operating on the Property, so that each such provision shall be binding upon each contractor, subcontractor or affiliate, as the case may be.
- (vi) Failure to comply with the employment obligations described in this Section 19.A. shall be a basis for the City to pursue remedies under the provisions of Section 15.

B. City Resident Employment Requirement. The Developer agrees, and shall contractually obligate each Employer to agree, that during the construction of the Improvements, it and they shall comply with the minimum percentage of total worker hours performed by actual residents of the City of Chicago as specified in Section 3-92-330 of the Municipal Code of Chicago (at least fifty percent of the total worker hours worked by persons on the construction of the Improvements shall be performed by actual residents of the City of Chicago); provided, however, that in addition to complying with this percentage, the Developer and each Employer shall be required to make good faith efforts to utilize qualified residents of the City of Chicago in both unskilled and skilled labor positions.

The Developer and the Employers may request a reduction or waiver of this minimum percentage level of Chicagoans as provided for in Section 2-92-330 of the Municipal Code of Chicago in accordance with standards and procedures developed by the Purchasing Agent of the City of Chicago.

“Actual residents of the City of Chicago” shall mean persons domiciled within the City of Chicago. The domicile is an individual's one and only true, fixed and permanent home and principal establishment.

The Developer and the Employers shall provide for the maintenance of adequate employee residency records to ensure that actual Chicago residents are employed on the construction of the Improvements. The Developer and the Employers shall maintain copies of personal documents supportive of every Chicago employee's actual record of residence.

Weekly certified payroll reports (U.S. Department of Labor Form WH-347 or equivalent) shall be submitted to the Commissioner of the City of Chicago Department of Housing (“DOH”) in triplicate, which shall identify clearly the actual residence of every employee on each submitted certified payroll. The first time that an employee's name appears on a payroll, the date that the company hired the employee should be written in after the employee's name.

The Developer and the Employers shall provide full access to their employment records to the Chief Procurement Officer, the Commissioner of DOH, the Superintendent of the Chicago Police Department, the Inspector General, or any duly authorized representative thereof. The Developer and the Employers shall maintain all relevant personnel data and records for a period of at least three (3) years from and after the issuance of the Final Certificate of Completion.

At the direction of DOH, the Developer and the Employers shall provide affidavits and other supporting documentation to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.

Good faith efforts on the part of the Developer and the Employers to provide work for actual Chicago residents (but not sufficient for the granting of a waiver request as provided for in the

standards and procedures developed by the Chief Procurement Officer) shall not suffice to replace the actual, verified achievement of the requirements of this Section concerning the worker hours performed by actual Chicago residents.

If the City determines that the Developer or an Employer failed to ensure the fulfillment of the requirements of this Section concerning the worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this Section. If such non-compliance is not remedied in accordance with the breach and cure provisions of Section 15.C., the parties agree that 1/20 of 1 percent (.05%) of the aggregate hard construction costs set forth in the Budget shall be surrendered by the Developer and for the Employers to the City in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly shall result in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the categories. The willful falsification of statements and the certification of payroll data may subject the Developer and/or the other Employers or employees to prosecution.

Nothing herein provided shall be construed to be a limitation upon the "Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity, Executive Order 11246" and "Standard Federal Equal Employment Opportunity, Executive Order 11246," or other affirmative action required for equal opportunity under the provisions of this Agreement.

The Developer shall cause or require the provisions of this Section 19.B. to be included in all construction contracts and subcontracts related to the construction of the Improvements.

C. Developer's MBE/WBE Commitment. The Developer agrees for itself and its successors and assigns, and, if necessary to meet the requirements set forth herein, shall contractually obligate the general contractor to agree that during the construction of the Project:

- (i) Consistent with the findings which support, as applicable, (a) the Minority-Owned and Women-Owned Business Enterprise Procurement Program, Section 2-92-420 et seq., Municipal Code of Chicago (the "Procurement Program"), and (b) the Minority and Women-Owned Business Enterprise Construction Program, Section 2-92-650 et seq., Municipal Code of Chicago (the "Construction Program," and collectively with the Procurement Program, the "MBE/WBE Program"), and in reliance upon the provisions of the MBE/WBE Program to the extent contained in, and as qualified by, the provisions of this Section 19.C., during the course of the Project, the following percentages of the MBE/WBE Budget (as set forth in Exhibit G hereto) shall be expended for contract participation by minority-owned businesses ("MBEs") and by women-owned businesses ("WBEs"): (1) At least 24% by MBEs; and (2) At least 4% by WBEs.

- (ii) For purposes of this Section 19.C. only:
- (a) The Developer (and any party to whom a contract is let by the Developer in connection with the Project) shall be deemed a "contractor" and this Agreement (and any contract let by the Developer in connection with the Project) shall be deemed a "contract" or a "construction contract" as such terms are defined in Sections 2-92-420 and 2-92-670, Municipal Code of Chicago, as applicable.
 - (b) The term "minority-owned business" or "MBE" shall mean a business identified in the Directory of Certified Minority Business Enterprises published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a minority-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.
 - (c) The term "women-owned business" or "WBE" shall mean a business identified in the Directory of Certified Women Business Enterprises published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a women-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.
- (iii) Consistent with Sections 2-92-440 and 2-92-720, Municipal Code of Chicago, the Developer's MBE/WBE commitment may be achieved in part by the Developer's status as an MBE or WBE (but only to the extent of any actual work performed on the Project by the Developer) or by a joint venture with one or more MBEs or WBEs (but only to the extent of the lesser of (a) the MBE or WBE participation in such joint venture, or (b) the amount of any actual work performed on the Project by the MBE or WBE); by the Developer utilizing a MBE or a WBE as the general contractor (but only to the extent of any actual work performed on the Project by the general contractor); by subcontracting or causing the general contractor to subcontract a portion of the construction of the Project to one or more MBEs or WBEs; by the purchase of materials or services used in the construction of the Project from one or more MBEs or WBEs; or by any combination of the foregoing. Those entities which constitute both a MBE and a WBE shall not be credited more than once with regard to the Developer's MBE/WBE commitment as described in this Section 19.C. In accordance with Section 2-92-730, Municipal Code of Chicago, the Developer shall not substitute any MBE or WBE general contractor or subcontractor without the prior written approval of DPD.

- (iv) The Developer shall deliver quarterly reports to the City's monitoring staff during the Project describing its efforts to achieve compliance with this MBE/WBE commitment. Such reports shall include, inter alia, the name and business address of each MBE and WBE solicited by the Developer or the general contractor to work on the Project, and the responses received from such solicitation, the name and business address of each MBE or WBE actually involved in the Project, a description of the work performed or products or services supplied, the date and amount of such work, product or service, and such other information as may assist the City's monitoring staff in determining the Developer's compliance with this MBE/WBE commitment. The Developer shall maintain records of all relevant data with respect to the utilization of MBEs and WBEs in connection with the Project for at least five years after completion of the Project, and the City's monitoring staff shall have access to all such records maintained by the Developer, on five business days notice, to allow the City to review the Developer's compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the Project.
- (v) Upon the disqualification of any MBE or WBE general contractor or subcontractor, if such status was misrepresented by the disqualified party, the Developer shall be obligated to discharge or cause to be discharged the disqualified general contractor or subcontractor, and, if possible, identify and engage a qualified MBE or WBE as a replacement. For purposes of this subsection (v), the disqualification procedures are further described in Sections 2-92-540 and 2-92-730, Municipal Code of Chicago, as applicable.
- (vi) Any reduction or waiver of the Developer's MBE/WBE commitment as described in this Section 19.C. shall be undertaken in accordance with Sections 2-92-450 and 2-92-730, Municipal Code of Chicago, as applicable.
- (vii) Prior to the commencement of the Project, the Developer shall meet with the City's monitoring staff with regard to the Developer's compliance with its obligations under this Section 19.C. The general contractor and all major subcontractors shall be required to attend this pre-construction meeting. During said meeting, the Developer shall demonstrate to the City's monitoring staff its plan to achieve its obligations under this Section 19.C., the sufficiency of which shall be approved by the City's monitoring staff. During the Project, the Developer shall submit the documentation required by this Section 19.C. to the City's monitoring staff, including the following:
 - (a) MBE/WBE utilization plan and record;
 - (b) subcontractor's activity report;
 - (c) contractor's certification concerning labor standards and prevailing wage requirements;
 - (d) contractor letter of understanding;
 - (e) monthly utilization report;
 - (f) authorization for payroll agent;
 - (g) certified payroll;
 - (h) evidence that MBE/WBE contractor associations have been informed of the Project via written notice and

hearings; and (i) evidence of compliance with job creation requirements. Failure to submit such documentation on a timely basis, or a determination by the City's monitoring staff, upon analysis of the documentation, that the Developer is not complying with its obligations under this Section 19.C., shall, upon the delivery of written notice to the Developer, be deemed an Event of Default. Upon the occurrence of any such Event of Default, in addition to any other remedies provided in this Agreement, the City may: (1) issue a written demand to the Developer to halt the Project, (2) withhold any further payment of any city funds to the Developer or the general contractor, or (3) seek any other remedies against the Developer available at law or in equity.

SECTION 20. PROVISIONS NOT MERGED WITH DEED.

The provisions of this Agreement shall not be merged with the Deed, and the delivery of the Deed shall not be deemed to affect or impair the provisions of this Agreement.

SECTION 21. HEADINGS.

The headings of the various sections of this Agreement have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending, or affecting in any way the express terms and provisions hereof.

SECTION 22. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement between the parties and supersedes and replaces completely any prior agreements between the parties with respect to the subject matter hereof. This Agreement may not be modified or amended in any manner other than by supplemental written agreement executed by the parties.

SECTION 23. SEVERABILITY.

If any provision of this Agreement, or any paragraph, sentence, clause, phrase or word, or the application thereof, is held invalid, the remainder of this Agreement shall be construed as if such invalid part were never included and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

SECTION 24. NOTICES.

Any notice, demand or communication required or permitted to be given hereunder shall be given in writing at the addresses set forth below by any of the following means: (a) personal service; (b) electronic communications, whether by telex, telegram or telecopy, provided that there is written confirmation of such communications; (c) overnight courier; or (d) registered or certified first class mail, postage prepaid, return receipt requested:

If to the City: City of Chicago
 Department of Planning and Development
 121 North LaSalle Street, Room 1000
 Chicago, Illinois 60602

With a copy to: City of Chicago
 Department of Law
 121 North LaSalle Street, Room 600
 Chicago, Illinois 60602
 Attn: Real Estate Division

If to the Developer: North Washington Park Homes, LLC
 607 East Oakwood Boulevard
 Chicago, Illinois 60653
 Attn: Sylvia Ruffin

Any notice, demand or communication given pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means, respectively, provided that such electronic dispatch is confirmed as having occurred prior to 5:00 p.m. on a business day. If such dispatch occurred after 5:00 p.m. on a business day or on a non-business day, it shall be deemed to have been given on the next business day. Any notice, demand or communication given pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier. Any notice, demand or communication sent pursuant to clause (d) shall be deemed received three (3) business days after mailing. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, demands or communications shall be given.

SECTION 25. ORGANIZATION AND AUTHORITY.

The Developer represents and warrants that it is a duly organized and validly existing limited liability company under the laws of the State of Illinois, with full power and authority to acquire, own and redevelop the Property, and that the person signing this Agreement on behalf of the Developer has the authority to do so.

SECTION 26. SUCCESSORS AND ASSIGNS.

Except as otherwise provided in this Agreement, the terms and conditions of this Agreement shall apply to and bind the successors and assigns of the parties.

SECTION 27. RECORDATION OF AGREEMENT.

This Agreement shall be recorded at the Office of the Cook County Recorder of Deeds prior to or as part of the Closing. The Developer shall pay the recording fees.

SECTION 28. EXHIBITS.

All exhibits referred to herein and attached hereto shall be deemed part of this Agreement.

SECTION 29. COUNTERPARTS.

This Agreement may be executed in counterparts, each of which shall constitute an original instrument.

SECTION 30. PATRIOT ACT CERTIFICATION.

Neither Developer nor any Affiliate thereof is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List

As used in the above paragraph, an "Affiliate" shall be deemed to be a person or entity related to Developer that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with Developer, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

SECTION 31. BUSINESS RELATIONSHIPS.

The Developer acknowledges (A) receipt of a copy of Section 2-156-030 (b) of the Municipal Code of Chicago, (B) that it has read such provision and understands that pursuant to such Section 2-156-030 (b) it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (C) that a violation of Section 2-156-030 (b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Agreement and the transactions contemplated hereby. The Developer hereby represents and warrants that, to the best of its knowledge after due inquiry, no violation of Section 2-156-030 (b) has occurred with respect to this Agreement or the transaction contemplated hereby.

SECTION 32. PROHIBITION ON CERTAIN CONTRIBUTIONS - MAYORAL EXECUTIVE ORDER NO. 05-1.

Consistent with the intent of Mayoral Executive Order No. 05-1, compliance with the substance of which is intended by this Section 32, the Developer hereby agrees that the Developer, any person or entity who directly or indirectly has an ownership or beneficial interest in the Developer of more than 7.5 percent, the General Partner or Managing Member, any person or entity who directly or indirectly has an ownership or beneficial interest in the General Partner or Managing Member of more than 7.5 percent, Owner, any person or entity who directly or indirectly has an ownership, beneficial or other controlling interest in Owner of more than 7.5 percent (collectively, "Controlling Owners"), spouses and domestic partners of such Controlling Owners, (collectively, all the preceding classes of persons and entities are hereinafter referred to as the "Ownership Parties") shall not make a contribution of any amount to the Mayor of the City ("Mayor") or to his political fundraising committee (i) after execution of this Agreement by the Developer, and (ii) while

this Agreement or any Other Contract is executory, (iii) during the term of this Agreement or any Other Contract between the Developer and the City, or (iv) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

The Developer hereby agrees to require that the General Contractor, any person or entity who directly or indirectly has an ownership or beneficial interest in the General Contractor of more than 7.5 percent, any Subcontractor, any person or entity who directly or indirectly has an ownership or beneficial interest in any Subcontractor of more than 7.5 percent (collectively, "Interested Parties"), and spouses and domestic partners of such Interested Parties (collectively, all the preceding classes of persons and entities are hereinafter referred to, together with the Ownership Parties, as the "Identified Parties") shall not make a contribution of any amount to the Mayor or to his political fundraising committee (i) after execution of this Agreement by the Developer, and (ii) while the Construction Contract or any Subcontract is executory, (iii) during the term of the Construction Contract or any Subcontract, or (iv) during any period while an extension of the Construction Contract or any Subcontract is being sought or negotiated.

The Developer represents and warrants that as of the later of (i) February 10, 2005, or (ii) the date that the City approached the Developer, or the Developer approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

The Developer agrees that it shall not and it shall require all other Identified Parties to not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

The Developer agrees that it must not and it shall require all other Identified Parties to not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 05-1 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 05-1. The Developer shall impose the restrictions of this Section 32 in the Construction Contract and shall specifically require the General Contractor to impose the restrictions of this Section 32 in all Subcontracts.

The Developer agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 05-1 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Agreement, and under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

For purposes of this provision:

"Bundle" means to collect contributions from more than one source that are then delivered by one person to the Mayor or to his political fundraising committee.

"Other Contract" means any other agreement with the City to which the Developer is a party that is (i) formed under the authority of Chapter 2-92 of the Municipal Code of Chicago; (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the City Council.

"Contribution" means a "political contribution" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

Individuals are **"Domestic Partners"** if they satisfy the following criteria:

- (A) they are each other's sole domestic partner, responsible for each other's common welfare; and
- (B) neither party is married; and
- (C) the partners are not related by blood closer than would bar marriage in the State of Illinois; and
- (D) each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and
- (E) two of the following four conditions exist for the partners:
 - 1. The partners have been residing together for at least 12 months.
 - 2. The partners have common or joint ownership of a residence.
 - 3. The partners have at least two of the following arrangements:
 - a. joint ownership of a motor vehicle;
 - b. a joint credit account;
 - c. a joint checking account;
 - d. a lease for a residence identifying both domestic partners as tenants.
 - 4. Each partner identifies the other partner as a primary beneficiary in a will.

"Political fundraising committee" means a "political fundraising committee" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

SECTION 33. WASTE ORDINANCE PROVISIONS.

In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, the Developer warrants and represents that it, and to the best of its knowledge, its contractors and subcontractors, have not violated and are not in violation of the following sections of the Code (collectively, the "Waste Sections"):

- 7-28-390 Dumping on public way;
- 7-28-440 Dumping on real estate without permit;
- 11-4-1410 Disposal in waters prohibited;
- 11-4-1420 Ballast tank, bilge tank or other discharge;
- 11-4-1450 Gas manufacturing residue;
- 11-4-1500 Treatment and disposal of solid or liquid waste;
- 11-4-1530 Compliance with rules and regulations required;
- 11-4-1550 Operational requirements; and
- 11-4-1560 Screening requirements.

During the period while this Agreement is executory, Developer's, general contractor's or any subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Agreement, constitutes a breach of and an event of default under this Agreement, for which the opportunity to cure, if curable, will be granted only at the sole discretion of the Chief Procurement Officer. Such breach and default entitles the City to all remedies under the Agreement, at law or in equity.

This section does not limit the Developer, general contractor's and its subcontractors' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Agreement.

Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Agreement, and may further affect the Developer's eligibility for future contract awards.

SECTION 34. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on or as of the date first above written.

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the _____ of _____, an Illinois limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and, being first duly sworn by me, acknowledged that he signed and delivered the foregoing instrument pursuant to authority given by North Washington Park Homes, LLC, as his free and voluntary act and as the free and voluntary act and deed of _____, for the uses and purposes therein set forth.

GIVEN under my notarial seal this ____ day of _____, _____.

NOTARY PUBLIC

[(Sub)Exhibits "C", "F" and "G" referred to in this Agreement with North Washington Park Homes, L.L.C. for Sale and Redevelopment of Land unavailable at time of printing.]

(Sub)Exhibits "A", "B", "D" and "E" referred to in this Agreement with North Washington Park Homes, L.L.C. for the Sale and Redevelopment of Land read as follows:

(Sub)Exhibit "A".
(To Agreement With North Washington Park Homes, L.L.C.
For Sale And Redevelopment Of Land)

Legal Description Of Property (subject to title and survey):

(To Come)

Address:

Chicago, Illinois.

Permanent Index Numbers:

20-10-203-007;

20-10-203-012;

20-10-203-015;

20-10-203-018;

20-10-211-003;

20-10-210-025;

20-10-211-007;

20-10-211-008;

20-10-211-012;

20-10-211-013;

20-10-212-013;

20-10-213-006;

20-10-213-018; and

20-10-213-032.

(Sub)Exhibit "B".
(To Agreement With North Washington Park Homes, L.L.C.
For Sale And Redevelopment Of Land)

Narrative Description Of The Project.

The Developer shall construct a total of forty-four (44) units of for-sale housing on

the Property in the following building types: four (4) six (6) flat condominium buildings, four (4) four (4) flat condominium buildings and four (4) detached single-family homes on the Property. The buildings will be all masonry and will compliment the existing architecture found throughout the community.

The single-family homes will contain four (4) bedrooms, three and one-half (3½) bathrooms located on the first (1st), second (2nd) and basement levels, a full basement and two (2) parking spaces per home. They will be approximately three thousand seven hundred (3,700) square feet of living space.

The six (6) flat condominium building units will have three (3) to four (4) bedrooms and two (2) to three (3) bathrooms per unit, and will include one (1) off-street parking space per unit. They will be approximately one thousand four hundred (1,400) square feet in size.

The four (4) flat condominium building units will have three (3) bedrooms and (2) bathrooms per unit, and will include one (1) off-street parking space per unit. They will be approximately one thousand nine hundred (1,900) square feet in size.

A green roof or Energy Star roof over fifty percent (50%) of the total roof area and L.E.E.D. Certification shall be required for the four (4) six (6) flat condominium buildings comprising a portion of the Project.

(Sub)Exhibit "D".

(To Agreement With North Washington Park Homes, L.L.C.
For Sale And Redevelopment Of Land)

Notice Of Closing.

City of Chicago
Department of Planning and Development
121 North LaSalle Street, Room 1006
Chicago, Illinois 60602

Attention: _____

Re: Notice of Closing

Address: _____

Please be advised that _____ has completed the construction of a residential unit/Project at the above-referenced location in accordance with that certain Agreement for the Sale and Redevelopment of Land

dated as of _____, and recorded with the Office of the Recorder of Deeds of Cook County, Illinois, on _____, as Document Number _____ ("Redevelopment Agreement"), and would like to schedule a closing on _____. Attached hereto please find a copy of the required Certificate of Substantial Completion for the unit. Please schedule your inspection with _____, who can be reached at (____) _____. Please notify the undersigned when the Certificate of Partial/Final Completion is available for pickup.

Sincerely,

By: _____

(Sub)Exhibit "E".
 (To Agreement With North Washington Park Homes, L.L.C.
 For Sale And Redevelopment Of Land)

Certificate Of Substantial Completion.

City of Chicago
 Department of Planning and Development
 121 North LaSalle Street, Room 1006
 Chicago, Illinois 60602

Attention: _____

Re: Notice of Closing

Address: _____

This will certify that the [single-family home] [condominium unit] at the above-referenced location has been substantially completed in accordance with the plans and specifications provided to the City and dated _____.

[Project Architect]

By: _____

Its: _____

APPROVAL FOR SALE OF CITY-OWNED PROPERTY AT 743 EAST
40TH STREET TO AND AUTHORIZATION FOR EXECUTION
OF REDEVELOPMENT AGREEMENT WITH MR. SZYMON
AND MRS. EWA LEJA.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Planning and Development authorizing the sale of city-owned property at 743 East 40th Street to Szymon and Ewa Leja, having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a vote of the members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

On motion of Alderman Suarez, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 45.

Nays -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City has established the Community Development Commission ("Commission") to, among other things, designate redevelopment areas, approve redevelopment plans and recommend the sale of parcels located in redevelopment areas, subject to the approval of the City Council; and

WHEREAS, Pursuant to the Commission's recommendation and an ordinance adopted by the City Council of the City on July 8, 1998 and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages 72319 -- 72402, 72403 -- 72408 and 72409 -- 72413, the 43rd Street/Cottage Grove Avenue Tax Increment Financing Redevelopment Project Area ("Area") and plan ("Plan") were approved pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1, et seq.) (the "Act"), and tax increment financing was adopted for the Area; and

WHEREAS, Szymon and Ewa Leja, two (2) individuals, ("Developer"), have offered to pay the City Two Hundred Four Thousand and no/100 Dollars (\$204,000.00) for the property commonly known as 743 East 40th Street, Chicago, Illinois 60653 (Permanent Index Number 20-03-211-018) (subject to final title and survey, "Property"); and

WHEREAS, The Developer has proposed to construct one (1) three (3) story single-family home on the Property ("Improvements"), which Improvements are in conformance with the Plan for the Area; and

WHEREAS, By Resolution Number 06-CDC-69 adopted on August 8, 2006, the Commission authorized the Department of Planning and Development ("Department") to advertise its intention to enter into a negotiated sale with the Developer for the redevelopment of the Property, approved the Department's request

to advertise for alternative proposals, and approved the sale of the Property to the Developer if no alternative proposals are received; and

WHEREAS, Public notices advertising the Department's intent to enter into a negotiated sale with the Developer and requesting alternative proposals appeared in the *Chicago Sun-Times* on August 11, 2006, August 13, 2006 and August 14, 2006; and

WHEREAS, No alternative proposals were received by the deadline indicated in the aforesaid notices; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The foregoing recitals are hereby adopted as the findings of the City Council.

SECTION 2. The sale of the Property to the Developer in the amount of Two Hundred Four Thousand and no/100 Dollars (\$204,000.00) is hereby approved. This approval is expressly conditioned upon the City entering into a redevelopment agreement with the Developer substantially in the form attached hereto as Exhibit A ("Redevelopment Agreement"). The Commissioner of the Department ("Commissioner") or a designee of the Commissioner is each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver the Redevelopment Agreement, and such other supporting documents as may be necessary or appropriate to carry out and comply with the provisions of the Redevelopment Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Redevelopment Agreement.

SECTION 3. The Mayor or his proxy is authorized to execute, and the City Clerk is authorized to attest, a quitclaim deed conveying the Property to the Developer, or to a land trust of which the Developer is the sole beneficiary, or to a business entity of which the Developer or the Developer's owners are the sole controlling party, subject to any covenants, conditions and restrictions set forth in the Redevelopment Agreement.

SECTION 4. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 5. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 6. This ordinance shall take effect upon its passage and approval.

Exhibit "A" referred to in this ordinance reads as follows:

*Exhibit "A".
(To Ordinance)*

*Agreement For The Sale And
Redevelopment Of Land.*

This **AGREEMENT FOR THE SALE AND REDEVELOPMENT OF LAND** ("Agreement") is made on or as of the ___ day of _____, _____, by and between the **CITY OF CHICAGO**, an Illinois municipal corporation ("City"), acting by and through its Department of Planning and Development ("DPD"), having its principal offices at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602 and **SZYMON AND EWA LEJA**, two individuals ("Developer"), whose principal address is 743 East 40th Street, Apt. #4, Chicago, Illinois 60653.

RECITALS

WHEREAS, the Developer desires to purchase from the City the real property commonly known as 743 East 40th Street, Chicago, Illinois, which is legally described on Exhibit A attached hereto and incorporated herein ("Property"); and

WHEREAS, the Property is located in a redevelopment area known as the 43rd Street/Cottage Grove Avenue Tax Increment Financing Redevelopment Project Area ("Area"); and

WHEREAS, the Developer intends to construct one (1) three-story single family home on the Property, as more fully described on Exhibit B attached hereto and made a part hereof ("Improvements" or "Project") which Improvements are consistent with the 43rd/Cottage Grove Plan for the Area ("Plan"); and

WHEREAS, the City Council by ordinance adopted _____, authorized the sale of the Property to the Developer, subject to the execution, delivery and recording of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. INCORPORATION OF RECITALS.

The recitals set forth above constitute an integral part of this Agreement and are incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the parties.

SECTION 2. SALE AND PURCHASE PRICE.

Subject to the terms, covenants and conditions of this Agreement, the City agrees to sell the Property to Developer, and the Developer agrees to purchase the Property from the City, for the sum of Two Hundred Four Thousand and 00/100 Dollars (\$204,000.00) ("Purchase Price"), to be paid to the City at the Closing (as defined in Section 4.D below) by cashier's or certified check or wire transfer of immediately available funds or such other form of payment as acceptable to the City at its sole discretion. Except as specifically provided herein to the contrary, the Developer shall pay all closing costs.

SECTION 3. EARNEST MONEY AND PERFORMANCE DEPOSIT.

A. **Earnest Money.** Upon execution of this Agreement, the Developer shall deposit with the City the amount of Ten Thousand and 00/100 Dollars (\$10,000.00) which will be credited against the Purchase Price ("Earnest Money") at the Closing.

B. **Performance Deposit.** Upon execution of this Agreement, the Developer shall also deposit with the City an additional amount of Ten Thousand and 00/100 Dollars (\$10,000.00) as security for the performance of its obligations under this Agreement ("Performance Deposit") which will be retained by the City until a Final Certificate of Completion (as described in Section 9 below) has been issued by the City for the Project.

C. **Interest.** There will be no interest paid to the Developer on the Earnest Money or Performance Deposit.

SECTION 4. CONVEYANCE OF PROPERTY.

A. **Form of Deed.** The City shall convey the Property to Developer by quitclaim deed ("Deed"), subject to the terms of this Agreement and the following:

- (i) the Plan for the Area;
- (ii) the standard exceptions in an ALTA title insurance policy;
- (iii) general real estate taxes and any special assessments or other taxes;
- (iv) easements, encroachments, covenants and restrictions of record and not shown of record; and
- (v) such other title defects as may exist.

B. Title Commitment and Insurance. The Developer acknowledges that the City has delivered to the Developer a commitment for an owner's policy of title insurance from Chicago Title Insurance Company ("Title Company"), showing the City in title to the Property. Any updated title commitment shall be obtained at Developer's expense. The Developer shall be solely responsible for and shall pay all costs associated with obtaining any title insurance, extended coverage or other endorsements it deems necessary.

C. Survey. The Developer shall be responsible for obtaining, at its sole cost and expense, any survey it deems necessary.

D. Closing. The closing of the transaction contemplated by this Agreement ("Closing") shall take place at the downtown offices of the Title Company, 171 North Clark Street, Chicago, Illinois 60601, on or before December 15, 2006, or on such later date and at such place as the parties mutually agree to in writing; provided, however, notwithstanding the parties' execution of this Agreement, in no event shall the Closing occur (i) unless and until the conditions precedent set forth in Sections 4 and 5 are all satisfied, and (ii) any later than February 15, 2007 (the "Outside Closing Date"). Failure by the Developer to close by the aforementioned date shall be considered an "Event of Default" as defined in Section 15 below. Notwithstanding the foregoing, the Commissioner of DPD, in her sole discretion, shall have the right to unilaterally extend the Closing Date in accordance with Section 8 below.

E. Building Permits. The Developer shall apply for all necessary building permits and zoning approvals for the Project no later than December 1, 2006, and shall deliver evidence of all such permits and approvals to DPD no later than (15) days prior to the Closing.

F. Real Estate Taxes. The City shall use reasonable efforts to obtain the waiver of any delinquent real estate tax liens on the Property prior to the Closing, to the extent such tax liens can be waived or released by the City's writing of an abatement letter to the Cook County Treasurer or a motion to vacate a tax sale. If the City is unable to obtain the waiver of any such tax liens, the Developer shall have the option to do one of the following: (i) accept title to the Property subject to the tax liens, without reduction in the Purchase Price; or (ii) terminate this Agreement by delivery of written notice to the City, in which event this Agreement shall be null and void. Upon such termination, the City shall return the Performance Deposit to the Developer. If the Developer elects to close, the Developer shall assume the responsibility for any such delinquent real estate taxes. The Developer shall also be responsible for all taxes accruing after the Closing. Until the City issues a Certificate of Completion (as defined in Section 9), the Developer shall notify the City that the real estate taxes have been paid in full within ten (10) days of such payment.

G. Recording Costs. The Developer shall pay to record the Deed and this Agreement and any other documents incident to the conveyance of the Property to the Developer.

H. Escrow. If the Developer requires conveyance through escrow, Developer shall pay all escrow fees.

I. Insurance. The Developer shall deliver to DPD at least fourteen (14) days prior to the Closing evidence of insurance reasonably acceptable to DPD. Prior to the issuance of a Certificate of Completion, the City shall be named as an additional insured on any liability insurance policies on any property insurance policies. This Section 4.I. shall survive the Closing.

J. Due Diligence. The Developer shall deliver to DPD at least fourteen (14) days prior to the Closing due diligence searches in its name (UCC, state and federal tax lien, pending litigation and judgment in Cook County and N.D. Ill., and bankruptcy in Cook County and U.S. Bankr. Ct.), showing no unacceptable liens, litigation, judgments or filings, as reasonably determined by the Corporation Counsel.

K. Organization and Authority Documents. The Developer shall deliver to DPD at least fourteen (14) days prior to the Closing certified articles of incorporation, bylaws, resolutions authorizing the Developer to enter into this transaction and such other corporate authority and organizational documents as the City may reasonably request. The Developer shall also provide a Certificate of Good Standing dated no more than thirty (30) days prior to the Closing issued by the Office of the Secretary of State of the State of Illinois as to the good standing of the Developer.

L. Proof of Ownership. The Developer shall deliver to DPD at least fourteen (14) days prior to the Closing a title commitment for the Developer Parcel issued no earlier than three months prior to the Closing showing the Developer or an affiliated entity in title to the Developer Parcel.

SECTION 5. PROJECT BUDGET; PROOF OF FINANCING.

The total project budget is currently estimated to be Two Hundred Fifteen Thousand and 00/100 Dollars (\$215,000.00) ("Preliminary Project Budget"). Not less than thirty (30) days prior to the Closing, the Developer shall submit to DPD for approval a final project budget materially consistent with the Preliminary Project Budget ("Budget") and evidence of equity and loan funds committed, available to be drawn down on the Closing and adequate to finance the purchase of the Property and the construction of the Improvements. If the Developer fails to provide the City with a Budget or proof of financing to the City's reasonable satisfaction within the time period provided for herein, the City may, at its option, declare this Agreement null and void or delay the Closing until such time as the Developer complies with this Section 5.

SECTION 6. SITE AND LANDSCAPE PLANS; PROJECT REQUIREMENTS.

A. **Site and Landscape Plans.** The Developer shall construct and landscape the Improvements on the Property in accordance with the renderings prepared by _____, dated _____, and the site plans and architectural drawings prepared pursuant thereto, which have been approved by DPD and which are depicted on Exhibit D attached hereto and incorporated herein ("Drawings"). The Developer shall comply with the City's Landscape Ordinance. No material deviation from the Drawings may be made without the prior written approval of DPD, which shall be in DPD's sole discretion. A deviation that changes the basic use of the Property shall be deemed material. In the event the Developer submits and DPD approves revised site plans and/or architectural drawings after the date of this Agreement, the term "Drawings" as used herein shall refer to the revised site plans and/or architectural drawings upon DPD's written approval of the same.

B. **Relocation of Utilities, Curb Cuts and Driveways.** The Developer shall be solely responsible for and shall pay all costs associated with: (i) the relocation, installation or construction of public or private utilities, curb cuts and driveways; (ii) the repair or reconstruction of any curbs, vaults, sidewalks or parkways required in connection with or damaged as a result of the Developer's redevelopment; (iii) the removal of existing pipes, utility equipment or building foundations; and (iv) the termination of existing water or other services. The City shall have the right to approve any streetscaping, including any paving of sidewalks, landscaping and lighting provided by the Developer as part of the Project.

C. **Inspection by the City.** During the construction of the Project, the Developer shall permit any duly authorized representative of the City to enter onto the Property for the purpose of determining whether the work is being performed in accordance with the terms of this Agreement and all applicable laws and codes.

D. **Barricades and Signs.** The Developer shall, at its sole cost and expense, erect and maintain such signs as the City may reasonably require identifying the Property as a City redevelopment project. Prior to the commencement of any construction activity requiring barricades, the Developer shall install barricades of a type and appearance satisfactory to the City and constructed in compliance with all applicable federal, state and local laws, ordinances and regulations. The City shall have the right to approve the maintenance, appearance, color scheme, painting, nature, type, content and design of all signage and barricades, which approval shall not be unreasonably withheld or delayed.

E. The Developer shall deliver written monthly progress reports summarizing the status of the Project and the Developer's compliance to date with its obligations under section 19.

F. **Survival.** The provisions of this Section 6 shall survive the Closing.

SECTION 7. LIMITED APPLICABILITY.

DPD's approval of the Drawings is for the purposes of this Agreement only and does not constitute the approval required by the City's Department of Construction and Permits ("DCAP") or the Department of Transportation ("CDOT") or any other City department; nor does the approval by DPD pursuant to this Agreement constitute an approval of the quality, structural soundness or safety of any improvements located or to be located on the Property. DPD's approval shall be only for the benefit of the Developer and any lienholder authorized by this Agreement.

SECTION 8. COMMENCEMENT AND COMPLETION OF IMPROVEMENTS.

The Closing shall not occur unless and until the Developer is prepared to commence construction of the Improvements within a reasonable time. In no instance shall (a) construction commence later than December 31, 2006, or (b) construction be completed later than December 31, 2007. DPD shall have discretion to extend the dates in (a) and (b) by up to six (6) months each (i.e., no more than twelve (12) months in the aggregate) by issuing a written extension letter. The Developer shall give written notice to the City within five (5) days after it commences construction. The Improvements shall be constructed in accordance with the Drawings and all applicable laws (including, without limitation, Chapters 7-28 and 11-4 of the Municipal Code), regulations, codes, and recorded encumbrances and restrictions. Notwithstanding the foregoing, the Commissioner of DPD shall have the right to unilaterally extend the dates contained herein.

SECTION 9. CERTIFICATE OF COMPLETION.

The Developer shall request from the City a certificate of completion ("Certificate of Completion") upon the completion of the Improvements in accordance with this Agreement. Recordation of the Certificate of Completion shall constitute a conclusive determination of satisfaction and termination of the covenants in this Agreement and the Deed with respect to the Developer's obligations to construct the Improvements. Within forty-five (45) days after receipt of a written request from the Developer for a Certificate of Completion, the City shall provide the Developer with either the Certificate of Completion or a written statement indicating in adequate detail how the Developer has failed to complete the Improvements in compliance with the Plan or this Agreement, or is otherwise in default, and what measures or acts are necessary, in the sole opinion of the City, for the Developer to take or perform in order to obtain the Certificate of Completion. If the City requires additional measures or acts to assure compliance, the Developer shall resubmit a written request for the Certificate of Completion upon compliance with the City's response. The Certificate of Completion shall be in recordable form.

SECTION 10. RESTRICTIONS ON USE.

The Developer agrees that it:

- A. Shall devote the Property to a use which complies with the Plan until July 8, 2021 .
- B. Shall not discriminate based upon race, color, religion, sex, national origin or ancestry, military status, sexual orientation, source of income, age, handicap, in the sale, lease, rental, use or occupancy of the Property or any improvements located or to be erected thereon. This covenant shall have no expiration date.

SECTION 11. PROHIBITION AGAINST TRANSFER OF PROPERTY.

Prior to the issuance of the Certificate of Completion, the Developer may not, without the prior written consent of DPD, which consent shall be in DPD's sole discretion: (a) directly or indirectly sell or convey the Property or any part thereof or any interest therein or the Developer's controlling interests therein; or (b) directly or indirectly assign this Agreement. If the Developer is a business entity, no principal party of the Developer (e.g., a general partner, member, manager or shareholder) may sell, transfer or assign any of its interest in the Developer prior to the issuance of the Certificate of Completion to anyone other than another principal party of the Developer without the prior written consent of DPD, which consent shall be in DPD's sole discretion. The Developer must disclose the identity of all members to the City at the time such members obtain an interest in the Developer. In the event of a proposed sale, the Developer shall provide DPD copies of any and all sales contracts, legal descriptions, descriptions of intended use, certifications from the proposed buyer regarding this Agreement and such other information as the City may reasonably request. The proposed buyer must be qualified to do business with the City (including, without limitation, the anti-scofflaw requirement).

SECTION 12. LIMITATION UPON ENCUMBRANCE OF PROPERTY.

Prior to the issuance of the Certificate of Completion, the Developer shall not, without DPD's prior written consent, which shall be in DPD's sole discretion, engage in any financing or other transaction which creates an encumbrance or lien on the Property, except for the initial construction financing approved by DPD pursuant to Section 5.

SECTION 13. MORTGAGEES NOT OBLIGATED TO CONSTRUCT.

Notwithstanding any other provision of this Agreement or of the Deed, the holder of any mortgage on the Property authorized by Section 12 of this Agreement shall not itself be obligated to construct or complete the Improvements but shall be bound by the covenants running with the land specified in Section 14 and, at Closing, shall execute a subordination agreement to such effect. If any such mortgagee succeeds to the Developer's interest in the Property prior to issuance of a Certificate of Completion, whether by foreclosure, deed-in-lieu of foreclosure or otherwise, and thereafter transfers its interest in the Property to another party, such transferee shall be obligated to complete the Improvements, and shall also be bound by the other covenants running with the land specified in Section 14.

SECTION 14. COVENANTS RUNNING WITH THE LAND.

The parties agree, and the Deed shall so expressly provide, that the covenants provided in Sections 8, 10, 11 and 12 will be covenants running with the land, binding on the Developer and its successors and assigns (subject to the limitation set forth in Section 13 above as to any permitted mortgagee) to the fullest extent permitted by law and equity for the benefit and in favor of the City, and shall be enforceable by the City. The covenants provided in Sections 8, 11 and 12 shall terminate upon the issuance of the Certificate of Completion. The covenants provided in Section 10 shall expire as set forth therein.

SECTION 15. PERFORMANCE AND BREACH.

A. Time of the Essence. Time is of the essence in the Developer's performance of its obligations under this Agreement.

B. Permitted Delays. The Developer shall not be considered in breach of its obligations under this Agreement in the event of a delay due to unforeseeable causes beyond the Developer's control and without the Developer's fault or negligence, including, without limitation, acts of God, acts of the public enemy, acts of the United States government, fires, floods, epidemics, quarantine restrictions, strikes, embargoes and unusually severe weather or delays of subcontractors due to such causes. The time for the performance of the obligations shall be extended only for the period of the delay and only if the Developer requests an extension in writing within twenty (20) days after the beginning of any such delay.

C. Cure. If the Developer defaults in the performance of its obligations under this Agreement, the Developer shall have sixty (60) days after written notice of default from the City to cure the default, or such longer period as shall be reasonably necessary to cure such default provided the Developer promptly commences such cure and thereafter diligently pursues such cure to completion (so long as continuation of the default does not create material risk to the Project or to persons using the Project). If the default is not cured in the time period provided for herein, the City may institute such proceedings at law or in equity as may be necessary or desirable in its sole discretion to cure and remedy the default, including, without limitation, proceedings to compel specific performance. Notwithstanding the preceding two sentences, no notice or cure period shall apply to defaults under Sections 15.D.(iv), (vi) and (ix). Any default under Sections 15.D.(iv), (vi), and (ix) shall constitute an immediate "Event of Default" and shall entitle the City to terminate this Agreement and exercise such other remedies at law and at equity.

D. Default. The occurrence of any one or more of the following shall constitute an "Event of Default" under this Agreement:

- (i) The Developer fails to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations under this Agreement; or

- (ii) The Developer makes or furnishes a warranty, representation, statement or certification to the City (whether in this Agreement, an Economic Disclosure Form, or another document) which is not true and correct; or
- (iii) A petition is filed by or against the Developer under the Federal Bankruptcy Code or any similar state or federal law, whether now or hereafter existing, which is not vacated, stayed or set aside within thirty (30) days after filing; or
- (iv) The Developer abandons or substantially suspends construction of the Improvements; or
- (v) The Developer fails to timely pay real estate taxes or assessments affecting the Property or suffers or permits any levy or attachment, material suppliers' or mechanics' lien, or any other lien or encumbrance unauthorized by this Agreement to attach to the Property; or
- (vi) The Developer makes an assignment, pledge, unpermitted financing, encumbrance, transfer or other disposition in violation of this Agreement; or
- (vii) There is a change in Developer's financial condition or operations that would materially affect the Developer's ability to complete the Improvements; or
- (viii) The Developer fails to comply with the terms of any other written agreement entered into with the City with respect to the Project; or
- (ix) The Developer fails to close by the Outside Closing Date.

E. Prior to Closing. If an Event of Default occurs prior to the Closing, the City may terminate this Agreement and retain the Earnest Money and Performance Deposit.

F. After Closing. If an Event of Default occurs after the Closing, the City may exercise any and all remedies available to it at law or in equity, including, without limitation, the right to re-enter and take possession of the Property, terminate the estate conveyed to the Developer, and revert title to the Property in the City; provided, however, the reversion of title in the City shall be limited by, and shall not defeat, render invalid, or limit in any way, the lien of any mortgage authorized by this Agreement. Notwithstanding the foregoing, after the issuance of a Certificate of Completion, the City's right of reverter shall no longer be enforceable.

G. Resale of the Property. Upon the reversion in the City of title to the Property as provided in Section 15.F., the City shall employ its best efforts to convey the Property (subject to any first mortgage lien described in this Section 15) to a qualified and financially responsible party (reasonably acceptable to the first mortgagee) who shall assume the obligation of completing the

construction of the Improvements or such other improvements as shall be satisfactory to the City, and complying with the covenants that run with the land, as specified in Section 14.

H. Disposition of Resale Proceeds. If the City sells the Property as provided for in Section 15.G., the proceeds from the sale shall be utilized to reimburse the City for:

- (i) costs and expenses incurred by the City (including, without limitation, salaries of personnel) in connection with the recapture, management and resale of the Property (less any income derived by the City from the Property in connection with such management); and
- (ii) all unpaid taxes, assessments, and water and sewer charges assessed against the Property; and
- (iii) any payments made (including, without limitation, reasonable attorneys' fees and court costs) to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of the Developer; and
- (iv) any expenditures made or obligations incurred by the City with respect to construction or maintenance of the Improvements; and
- (v) the fair market value of the land comprising the Property (without any Improvements or partially constructed Improvements thereon) as determined by such sale, less the Purchase Price previously paid to the City on the Closing Date;
- (vi) any other amounts owed to the City by the Developer.

The Developer shall be entitled to receive any remaining proceeds up to the amount of the Developer's equity investment in the Property.

In addition to, and without in any way limiting the City's rights under this Section 15, the City shall have the right to retain the Performance Deposit in the event of a default by the Developer.

I. Waiver and Estoppel. Any delay by the City in instituting or prosecuting any actions or proceedings or otherwise asserting its rights shall not operate as a waiver of such rights or operate to deprive the City of or limit such rights in any way. No waiver made by the City with respect to any specific default by the Developer shall be construed, considered or treated as a waiver of the rights of the City with respect to any other defaults of the Developer.

SECTION 16. CONFLICT OF INTEREST; CITY'S REPRESENTATIVES NOT INDIVIDUALLY LIABLE.

The Developer warrants that no agent, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement or the Property, nor shall any such agent, official or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any entity or association in which he or she is directly or indirectly interested. No agent, official or employee of the City shall be personally liable to the Developer or any successor in interest in the event of any default or breach by the City or for any amount which may become due to the Developer or successor or on any obligation under the terms of this Agreement.

SECTION 17. INDEMNIFICATION.

The Developer agrees to indemnify, defend and hold the City harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, reasonable attorneys' fees and court costs) suffered or incurred by the City arising from or in connection with: (a) the failure of the Developer to perform its obligations under this Agreement; (b) the failure of the Developer or any contractor to pay contractors, subcontractors or material suppliers in connection with the construction of the Improvements; (c) any material misrepresentation or omission made by the Developer or agents, employees, contractors or other persons acting under the control or at the request of Developer; (d) the failure of the Developer to redress any misrepresentations or omissions in this Agreement or any other agreement relating hereto; and (e) any activity undertaken by the Developer on the Property prior to or after the Closing. This indemnification shall survive the Closing or any termination of this Agreement (regardless of the reason for such termination).

SECTION 18. ENVIRONMENTAL MATTERS.

A. "As Is" Sale. The City makes no covenant, representation or warranty as to the environmental condition of the Property or the suitability of the Property for any purpose whatsoever, and the Developer agrees to accept the Property "as is."

B. Right of Entry. It shall be the responsibility of the Developer, at its sole cost and expense, to investigate and determine the soil and environmental condition of the Property. The Developer shall have the right to request a right of entry for the purpose of conducting environmental tests on the Property. If the Developer makes such a request within thirty (30) days after the date of this Agreement, the City shall grant the Developer the right to enter the Property for a period of thirty (30) days (the "Inspection Period") pursuant to a Right of Entry Agreement in form and substance acceptable to the City. The granting of the right of entry shall be contingent upon the Developer obtaining all necessary permits and the following types and amounts of insurance: (i) commercial general liability insurance with a combined single limit of not less than \$1,000,000.00 per occurrence

for bodily injury, personal injury and property damage liability with the City named as an additional insured; (ii) automobile liability insurance with a combined single limit of not less than \$1,000,000.00 per occurrence for bodily injury and property damage; and (iii) worker's compensation and occupational disease insurance in statutory amounts covering all employees and agents who are to do any work on the Property. All insurance policies shall be from insurance companies authorized to do business in the State of Illinois, and shall remain in effect until completion of all environmental testing activity on the Property. The Developer shall deliver duplicate policies or certificates of insurance to the City prior to commencing any activity on the Property. The Developer expressly understands and agrees that any coverage and limits furnished by the Developer shall in no way limit the Developer's liabilities and responsibilities set forth in this Agreement.

The Developer agrees to carefully inspect the Property prior to the commencement of any activity on the Property to make sure that such activity shall not damage surrounding property, structures, utility lines or any subsurface lines or cables. The Developer shall be solely responsible for the safety and protection of the public. The City reserves the right to inspect any work being done on the Property. The Developer's activities on the Property shall be limited to those reasonably necessary to perform the environmental testing. Upon completion of the work, the Developer agrees to restore the Property to its original condition. The Developer shall keep the Property free from any and all liens and encumbrances arising out of any work performed, materials supplied or obligations incurred by or for the Developer, and agrees to indemnify and hold the City harmless against any such liens. The foregoing indemnification shall survive the Closing or any termination of this Agreement (regardless of the reason for such termination).

The Developer agrees to deliver to the City a copy of each report prepared by or for the Developer regarding the environmental condition of the Property within fourteen (14) days after receipt. If, prior to the Closing, the Developer's environmental consultant determines that contamination exists on the Property to such an extent that the parties agree that the estimated cost of remediation (such estimated cost being determined by the consultant) is too excessive for the Developer, the Developer may declare this Agreement null and void by giving written notice thereof to the City within thirty (30) days after the expiration of the Inspection Period. In such event, the City shall return the Performance Deposit to the Developer. The Developer agrees that it will not exercise its right to terminate this Agreement until the City has reviewed all reports concerning the condition of the Property and the parties have had an opportunity to try to resolve the issue. If the Developer elects not to terminate this Agreement pursuant to this Section 18, Developer shall be deemed satisfied with the condition of the Property.

If, after the Closing, the environmental condition of the Property is not in all respects entirely suitable for its intended use, it shall be the Developer's sole responsibility and obligation to take such action as is necessary to put the Property in a condition which is suitable for its intended use. The Developer hereby waives, releases and indemnifies the City from any claims and liabilities relating to or arising from the environmental condition of the Property, including, without limitation, claims

arising under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA"), and shall undertake and discharge all liabilities of the City arising from any environmental condition which existed on the Property prior to the Closing, including, without limitation, liabilities arising under CERCLA. The provisions of this paragraph shall survive the Closing or any termination of this Agreement (regardless of the reason for such termination).

The Developer hereby acknowledges that, in purchasing the Property, Developer is relying solely upon its environmental due diligence activities and not upon any information (including, without limitation, environmental studies or reports of any kind) provided by or on behalf of the City or its agents or employees with respect thereto.

SECTION 19. DEVELOPER'S EMPLOYMENT OBLIGATIONS.

A. **Employment Opportunity.** The Developer agrees, and shall contractually obligate its various contractors, subcontractors and any affiliate of the Developer operating on the Property (collectively, the "Employers" and individually, an "Employer") to agree that with respect to the provision of services in connection with the construction of the Improvements or occupation of the Property during the construction period:

- (i) Neither the Developer nor any Employer shall discriminate against any employee or applicant for employment based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income as defined in the City of Chicago Human Rights Ordinance, Section 2-160-010 et seq. of the Municipal Code of Chicago, as amended from time to time (the "Human Rights Ordinance"). The Developer and each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income and are treated in a non-discriminatory manner with regard to all job-related matters, including, without limitation: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Developer and each Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. In addition, the Developer and each Employer, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income.

- (ii) To the greatest extent feasible, the Developer and each Employer shall present opportunities for training and employment of low and moderate income residents of the City, and provide that contracts for work in connection with the construction of the Improvements be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the City.
- (iii) The Developer and each Employer shall comply with all federal, state and local equal employment and affirmative action statutes, rules and regulations, including, without limitation, the Human Rights Ordinance, and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1993), and any subsequent amendments and regulations promulgated thereto.
- (iv) The Developer, in order to demonstrate compliance with the terms of this Section, shall cooperate with and promptly and accurately respond to inquiries by the City, which has the responsibility to observe and report compliance with equal employment opportunity regulations of federal, state and municipal agencies.
- (v) The Developer and each Employer shall include the foregoing provisions of subparagraphs (i) through (iv) in every contract entered into in connection with the construction of the Improvements, and shall require inclusion of these provisions in every subcontract entered into by any subcontractors, and every agreement with any affiliate operating on the Property, so that each such provision shall be binding upon each contractor, subcontractor or affiliate, as the case may be.
- (vi) Failure to comply with the employment obligations described in this Section 19.A. shall be a basis for the City to pursue remedies under the provisions of Section 15.

B. City Resident Employment Requirement. The Developer agrees, and shall contractually obligate each Employer to agree, that during the construction of the Improvements, it and they shall comply with the minimum percentage of total worker hours performed by actual residents of the City of Chicago as specified in Section 3-92-330 of the Municipal Code of Chicago (at least fifty percent of the total worker hours worked by persons on the construction of the Improvements shall be performed by actual residents of the City of Chicago); provided, however, that in addition to complying with this percentage, the Developer and each Employer shall be required to make good faith efforts to utilize qualified residents of the City of Chicago in both unskilled and skilled labor positions.

The Developer and the Employers may request a reduction or waiver of this minimum percentage level of Chicagoans as provided for in Section 2-92-330 of the Municipal Code of Chicago in accordance with standards and procedures developed by the Purchasing Agent of the City of Chicago.

“Actual residents of the City of Chicago” shall mean persons domiciled within the City of Chicago. The domicile is an individual's one and only true, fixed and permanent home and principal establishment.

The Developer and the Employers shall provide for the maintenance of adequate employee residency records to ensure that actual Chicago residents are employed on the construction of the Improvements. The Developer and the Employers shall maintain copies of personal documents supportive of every Chicago employee's actual record of residence.

Quarterly certified payroll reports (U.S. Department of Labor Form WH-347 or equivalent) shall be submitted to the Commissioner of the City of Chicago Department of Housing (“DOH”) in triplicate, which shall identify clearly the actual residence of every employee on each submitted certified payroll. The first time that an employee's name appears on a payroll, the date that the company hired the employee should be written in after the employee's name.

The Developer and the Employers shall provide full access to their employment records to the Chief Procurement Officer, the Commissioner of DOH, the Superintendent of the Chicago Police Department, the Inspector General, or any duly authorized representative thereof. The Developer and the Employers shall maintain all relevant personnel data and records for a period of at least three (3) years from and after the issuance of the Certificate of Completion.

At the direction of DOH, the Developer and the Employers shall provide affidavits and other supporting documentation to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.

Good faith efforts on the part of the Developer and the Employers to provide work for actual Chicago residents (but not sufficient for the granting of a waiver request as provided for in the standards and procedures developed by the Chief Procurement Officer) shall not suffice to replace the actual, verified achievement of the requirements of this Section concerning the worker hours performed by actual Chicago residents.

If the City determines that the Developer or an Employer failed to ensure the fulfillment of the requirements of this Section concerning the worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this Section. If such non-compliance is not remedied in accordance with the breach and cure provisions of Section 15.C., the parties agree that 1/20 of 1 percent (.05%) of the aggregate hard construction costs set forth in the Budget shall be surrendered by the Developer and for the Employers to the City in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly shall result in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the categories. The willful falsification of statements and the certification of payroll data may subject the Developer and/or the other Employers or employees to prosecution.

Nothing herein provided shall be construed to be a limitation upon the "Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity, Executive Order 11246" and "Standard Federal Equal Employment Opportunity, Executive Order 11246," or other affirmative action required for equal opportunity under the provisions of this Agreement.

The Developer shall cause or require the provisions of this Section 19.B. to be included in all construction contracts and subcontracts related to the construction of the Improvements.

C. Developer's MBE/WBE Commitment. The Developer agrees for itself and its successors and assigns, and, if necessary to meet the requirements set forth herein, shall contractually obligate the general contractor to agree that during the construction of the Project:

- (i) Consistent with the findings which support, as applicable, (a) the Minority-Owned and Women-Owned Business Enterprise Procurement Program, Section 2-92-420 et seq., Municipal Code of Chicago (the "Procurement Program"), and (b) the Minority- and Women-Owned Business Enterprise Construction Program, Section 2-92-650 et seq., Municipal Code of Chicago (the "Construction Program," and collectively with the Procurement Program, the "MBE/WBE Program"), and in reliance upon the provisions of the MBE/WBE Program to the extent contained in, and as qualified by, the provisions of this Section 19.C., during the course of the Project, the following percentages of the MBE/WBE Budget (as set forth in Exhibit E hereto shall be expended for contract participation by minority-owned businesses ("MBEs") and by women-owned businesses ("WBEs"): (1) At least 24% by MBEs; and (2) At least 4% by WBEs.
- (ii) For purposes of this Section 19.C. only:
 - (a) The Developer (and any party to whom a contract is let by the Developer in connection with the Project) shall be deemed a "contractor" and this Agreement (and any contract let by the Developer in connection with the Project) shall be deemed a "contract" or a "construction contract" as such terms are defined in Sections 2-92-420 and 2-92-670, Municipal Code of Chicago, as applicable.
 - (b) The term "minority-owned business" or "MBE" shall mean a business identified in the Directory of Certified Minority Business Enterprises published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a minority-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.

- (c) The term "women-owned business" or "WBE" shall mean a business identified in the Directory of Certified Women Business Enterprises published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a women-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.
- (iii) Consistent with Sections 2-92-440 and 2-92-720, Municipal Code of Chicago, the Developer's MBE/WBE commitment may be achieved in part by the Developer's status as an MBE or WBE (but only to the extent of any actual work performed on the Project by the Developer) or by a joint venture with one or more MBEs or WBEs (but only to the extent of the lesser of (a) the MBE or WBE participation in such joint venture, or (b) the amount of any actual work performed on the Project by the MBE or WBE); by the Developer utilizing a MBE or a WBE as the general contractor (but only to the extent of any actual work performed on the Project by the general contractor); by subcontracting or causing the general contractor to subcontract a portion of the construction of the Project to one or more MBEs or WBEs; by the purchase of materials or services used in the construction of the Project from one or more MBEs or WBEs; or by any combination of the foregoing. Those entities which constitute both a MBE and a WBE shall not be credited more than once with regard to the Developer's MBE/WBE commitment as described in this Section 19.C. In accordance with Section 2-92-730, Municipal Code of Chicago, the Developer shall not substitute any MBE or WBE general contractor or subcontractor without the prior written approval of DPD.
- (iv) The Developer shall deliver quarterly reports to the City's monitoring staff during the Project describing its efforts to achieve compliance with this MBE/WBE commitment. Such reports shall include, inter alia, the name and business address of each MBE and WBE solicited by the Developer or the general contractor to work on the Project, and the responses received from such solicitation, the name and business address of each MBE or WBE actually involved in the Project, a description of the work performed or products or services supplied, the date and amount of such work, product or service, and such other information as may assist the City's monitoring staff in determining the Developer's compliance with this MBE/WBE commitment. The Developer shall maintain records of all relevant data with respect to the utilization of MBEs and WBEs in connection with the Project for at least five years after completion of the Project, and the City's monitoring staff shall have access to all such records maintained by the Developer, on five business days notice, to allow the City to review the Developer's compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the Project.

- (v) Upon the disqualification of any MBE or WBE general contractor or subcontractor, if such status was misrepresented by the disqualified party, the Developer shall be obligated to discharge or cause to be discharged the disqualified general contractor or subcontractor, and, if possible, identify and engage a qualified MBE or WBE as a replacement. For purposes of this subsection (v), the disqualification procedures are further described in Sections 2-92-540 and 2-92-730, Municipal Code of Chicago, as applicable.
- (vi) Any reduction or waiver of the Developer's MBE/WBE commitment as described in this Section 19.C. shall be undertaken in accordance with Sections 2-92-450 and 2-92-730, Municipal Code of Chicago, as applicable.
- (vii) Prior to the commencement of the Project, the Developer shall meet with the City's monitoring staff with regard to the Developer's compliance with its obligations under this Section 19.C. The general contractor and all major subcontractors shall be required to attend this pre-construction meeting. During said meeting, the Developer shall demonstrate to the City's monitoring staff its plan to achieve its obligations under this Section 19.C., the sufficiency of which shall be approved by the City's monitoring staff. During the Project, the Developer shall submit the documentation required by this Section 19.C. to the City's monitoring staff, including the following:
 - (a) MBE/WBE utilization plan and record;
 - (b) subcontractor's activity report;
 - (c) contractor's certification concerning labor standards and prevailing wage requirements;
 - (d) contractor letter of understanding;
 - (e) monthly utilization report;
 - (f) authorization for payroll agent;
 - (g) certified payroll;
 - (h) evidence that MBE/WBE contractor associations have been informed of the Project via written notice and hearings; and
 - (i) evidence of compliance with job creation requirements.Failure to submit such documentation on a timely basis, or a determination by the City's monitoring staff, upon analysis of the documentation, that the Developer is not complying with its obligations under this Section 19.C., shall, upon the delivery of written notice to the Developer, be deemed an Event of Default. Upon the occurrence of any such Event of Default, in addition to any other remedies provided in this Agreement, the City may: (1) issue a written demand to the Developer to halt the Project, (2) withhold any further payment of any city funds to the Developer or the general contractor, or (3) seek any other remedies against the Developer available at law or in equity.

SECTION 20. PROVISIONS NOT MERGED WITH DEED.

The provisions of this Agreement shall not be merged with the Deed, and the delivery of the Deed shall not be deemed to affect or impair the provisions of this Agreement.

Any notice, demand or communication given pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means, respectively, provided that such electronic dispatch is confirmed as having occurred prior to 5:00 p.m. on a business day. If such dispatch occurred after 5:00 p.m. on a business day or on a non-business day, it shall be deemed to have been given on the next business day. Any notice, demand or communication given pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier. Any notice, demand or communication sent pursuant to clause (d) shall be deemed received three (3) business days after mailing. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, demands or communications shall be given.

SECTION 25. ORGANIZATION AND AUTHORITY.

The Developer represents and warrants that it is a duly organized and validly existing limited liability company under the laws of the State of Illinois, with full power and authority to acquire, own and redevelop the Property, and that the person signing this Agreement on behalf of the Developer has the authority to do so.

SECTION 26. SUCCESSORS AND ASSIGNS.

Except as otherwise provided in this Agreement, the terms and conditions of this Agreement shall apply to and bind the successors and assigns of the parties.

SECTION 27. RECORDATION OF AGREEMENT.

This Agreement shall be recorded at the Office of the Cook County Recorder of Deeds prior to or as part of the Closing. The Developer shall pay the recording fees.

SECTION 28. EXHIBITS.

All exhibits referred to herein and attached hereto shall be deemed part of this Agreement.

SECTION 29. COUNTERPARTS.

This Agreement may be executed in counterparts, each of which shall constitute an original instrument.

SECTION 30. PATRIOT ACT CERTIFICATION.

Neither Developer nor any Affiliate thereof is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list

of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

As used in the above paragraph, an "Affiliate" shall be deemed to be a person or entity related to Developer that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with Developer, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

SECTION 31. BUSINESS RELATIONSHIPS.

The Developer acknowledges (A) receipt of a copy of Section 2-156-030 (b) of the Municipal Code of Chicago, (B) that it has read such provision and understands that pursuant to such Section 2-156-030 (b) it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (C) that a violation of Section 2-156-030 (b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Agreement and the transactions contemplated hereby. The Developer hereby represents and warrants that, to the best of its knowledge after due inquiry, no violation of Section 2-156- 030 (b) has occurred with respect to this Agreement or the transaction contemplated hereby.

SECTION 32. PROHIBITION ON CERTAIN CONTRIBUTIONS - MAYORAL EXECUTIVE ORDER NO. 05-1.

Consistent with the intent of Mayoral Executive Order No. 05-1, compliance with the substance of which is intended by this Section 32, the Developer hereby agrees that the Developer, any person or entity who directly or indirectly has an ownership or beneficial interest in the Developer of more than 7.5 percent, the General Partner or Managing Member, any person or entity who directly or indirectly has an ownership or beneficial interest in the General Partner or Managing Member of more than 7.5 percent, Owner, any person or entity who directly or indirectly has an ownership, beneficial or other controlling interest in Owner of more than 7.5 percent (collectively, "Controlling Owners"), spouses and domestic partners of such Controlling Owners, (collectively, all the preceding classes of persons and entities are hereinafter referred to as the "Ownership Parties") shall not make a contribution of any amount to the Mayor of the City ("Mayor") or to his political fundraising committee (i) after execution of this Agreement by the Developer, and (ii) while

this Agreement or any Other Contract is executory, (iii) during the term of this Agreement or any Other Contract between the Developer and the City, or (iv) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

The Developer hereby agrees to require that the General Contractor, any person or entity who directly or indirectly has an ownership or beneficial interest in the General Contractor of more than 7.5 percent, any Subcontractor, any person or entity who directly or indirectly has an ownership or beneficial interest in any Subcontractor of more than 7.5 percent (collectively, "Interested Parties"), and spouses and domestic partners of such Interested Parties (collectively, all the preceding classes of persons and entities are hereinafter referred to, together with the Ownership Parties, as the "Identified Parties") shall not make a contribution of any amount to the Mayor or to his political fundraising committee (i) after execution of this Agreement by the Developer, and (ii) while the Construction Contract or any Subcontract is executory, (iii) during the term of the Construction Contract or any Subcontract, or (iv) during any period while an extension of the Construction Contract or any Subcontract is being sought or negotiated.

The Developer represents and warrants that as of the later of (i) February 10, 2005, or (ii) the date that the City approached the Developer, or the Developer approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

The Developer agrees that it shall not and it shall require all other Identified Parties to not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

The Developer agrees that it must not and it shall require all other Identified Parties to not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 05-1 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 05-1. The Developer shall impose the restrictions of this Section 32 in the Construction Contract and shall specifically require the General Contractor to impose the restrictions of this Section 32 in all Subcontracts.

The Developer agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 05-1 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Agreement, and under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

For purposes of this provision:

“Bundle” means to collect contributions from more than one source that are then delivered by one person to the Mayor or to his political fundraising committee.

“Other Contract” means any other agreement with the City to which the Developer is a party that is (i) formed under the authority of Chapter 2-92 of the Municipal Code of Chicago; (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the City Council.

“Contribution” means a “political contribution” as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

Individuals are “Domestic Partners” if they satisfy the following criteria:

- (A) they are each other's sole domestic partner, responsible for each other's common welfare; and
- (B) neither party is married; and
- (C) the partners are not related by blood closer than would bar marriage in the State of Illinois; and
- (D) each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and
- (E) two of the following four conditions exist for the partners:
 - 1. The partners have been residing together for at least 12 months.
 - 2. The partners have common or joint ownership of a residence.
 - 3. The partners have at least two of the following arrangements:
 - a. joint ownership of a motor vehicle;
 - b. a joint credit account;
 - c. a joint checking account;
 - d. a lease for a residence identifying both domestic partners as tenants.
 - 4. Each partner identifies the other partner as a primary beneficiary in a will.

“Political fundraising committee” means a “political fundraising committee” as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

SECTION 33. WASTE ORDINANCE PROVISIONS.

In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, the Developer warrants and represents that it, and to the best of its knowledge, its contractors and subcontractors, have not violated and are not in violation of the following sections of the Code (collectively, the “Waste Sections”):

7-28-390 Dumping on public way;
7-28-440 Dumping on real estate without permit;
11-4-1410 Disposal in waters prohibited;
11-4-1420 Ballast tank, bilge tank or other discharge;
11-4-1450 Gas manufacturing residue;
11-4-1500 Treatment and disposal of solid or liquid waste;
11-4-1530 Compliance with rules and regulations required;
11-4-1550 Operational requirements; and
11-4-1560 Screening requirements.

During the period while this Agreement is executory, Developer's, general contractor's or any subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Agreement, constitutes a breach of and an event of default under this Agreement, for which the opportunity to cure, if curable, will be granted only at the sole discretion of the Chief Procurement Officer. Such breach and default entitles the City to all remedies under the Agreement, at law or in equity.

This section does not limit the Developer, general contractor's and its subcontractors' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Agreement.

Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Agreement, and may further affect the Developer's eligibility for future contract awards.

SECTION 34. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on or as of the date first above written.

CITY OF CHICAGO,
an Illinois municipal corporation,
acting by and through its
Department of Planning and Development

By: _____
Lori T. Healey
Commissioner

SZYMON LEJA,
an individual

EWA LEJA,
an individual

STATE OF ILLINOIS)

) SS:

COUNTY OF COOK)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Lori T. Healey, personally known to me to be the Commissioner of Planning and Development of the City of Chicago, an Illinois municipal corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and, being first duly sworn by me, acknowledged that, as the Commissioner, she signed and delivered the foregoing instrument pursuant to authority given by the City of Chicago as her free and voluntary act and as the free and voluntary act and deed of the corporation, for the uses and purposes therein set forth.

GIVEN under my notarial seal this ____ day of _____, _____.

NOTARY PUBLIC

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Szymon Leja, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and, being first duly sworn by me, acknowledged that he signed and delivered the foregoing instrument, as his free and voluntary act for the uses and purposes therein set forth.

GIVEN under my notarial seal this ____ day of _____, _____.

NOTARY PUBLIC

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Ewa Leja, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and, being first duly sworn by me, acknowledged that she signed and delivered the foregoing instrument, as her free and voluntary act for the uses and purposes therein set forth.

GIVEN under my notarial seal this ____ day of _____, _____.

NOTARY PUBLIC

[(Sub)Exhibits "C", "D" and "E" referred to in this Agreement with Mr. Szymon and Mrs. Ewa Leja for Sale and Redevelopment of Land unavailable at time of printing.]

(Sub)Exhibits "A" and "B" referred to in this Agreement with Mr. Szymon and Mrs. Ewa Leja for the Sale and Redevelopment of Land read as follows:

(Sub)Exhibit "A".

(To Agreement With Mr. Szymon And Ms. Ewa Leja
For Sale And Redevelopment Of Land)

Legal Description Of Property (subject to title and survey):

(To Come)

Address:

743 East 40th Street
Chicago, Illinois 60653.

Permanent Index Number:

20-03-211-018.

(Sub)Exhibit "B".

(To Agreement With Mr. Szymon And Mrs. Ewa Leja
For Sale And Redevelopment Of Land)

Narrative Description Of Project.

The Project shall consist of one (1) three (3) story single-family home. The building will have all-masonry construction with facades designed to compliment the existing architecture of the neighborhood. The home will have three (3) bedrooms and two and one-half (2½) baths. It will contain approximately three thousand eight hundred (3,800) square feet of living space and will include a detached two (2) car garage.

APPROVAL FOR SALE OF CITY-OWNED PROPERTY AT 622 EAST
42ND STREET TO AND AUTHORIZATION FOR EXECUTION OF
REDEVELOPMENT AGREEMENT WITH MANSION VIEW
DEVELOPMENT CORPORATION.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Planning and Development authorizing the sale of city-owned property at 622 East 42nd Street to Mansion View Development Corporation, having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a vote of the members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

On motion of Alderman Suarez, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 45.

Nays -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may

exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City has established the Community Development Commission ("Commission") to, among other things, designate redevelopment areas, approve redevelopment plans, and recommend the sale of parcels located in redevelopment areas, subject to the approval of the City Council; and

WHEREAS, Pursuant to the Commission's recommendation and an ordinance adopted by the City Council of the City on July 8, 1998 and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages 72319 -- 72402, 72403 -- 72408 and 72409 -- 72413, the 43rd Street/Cottage Grove Avenue Tax Increment Financing Redevelopment Project Area ("Area") and plan ("Plan") were approved pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1, et seq.) (the "Act"), and tax increment financing was adopted for the Area; and

WHEREAS, Mansion View Development Corporation, an Illinois corporation ("Developer"), has offered to pay the City One Hundred Twenty Thousand and no/100 Dollars (\$120,000.00) for the property commonly known as 622 East 42nd Street, Chicago, Illinois 60653 (Permanent Index Number 20-03-218-039) (subject to final title and survey, "Property"); and

WHEREAS, The Developer has proposed to construct two (2) all-masonry two and one half (2½) story townhomes on the Property and that certain property owned by the Developer and located at 620 East 42nd Street, Chicago, Illinois 60653 ("Improvements"), which Improvements are in conformance with the Plan for the Area; and

WHEREAS, By Resolution Number 06-CDC-70 adopted on August 8, 2006, the Commission authorized the Department of Planning and Development ("Department") to advertise its intention to enter into a negotiated sale with the Developer for the redevelopment of the Property, approved the Department's request to advertise for alternative proposals and approved the sale of the Property to the Developer if no alternative proposals are received; and

WHEREAS, Public notices advertising the Department's intent to enter into a negotiated sale with the Developer and requesting alternative proposals appeared in the *Chicago Sun-Times* on August 11, 2006, August 13, 2006 and August 14, 2006; and

WHEREAS, No alternative proposals were received by the deadline indicated in the aforesaid notices; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The foregoing recitals are hereby adopted as the findings of the City Council.

SECTION 2. The sale of the Property to the Developer in the amount of One Hundred Twenty Thousand and no/100 Dollars (\$120,000.00) is hereby approved. This approval is expressly conditioned upon the City entering into a redevelopment agreement with the Developer substantially in the form attached hereto as Exhibit A ("Redevelopment Agreement"). The Commissioner of the Department ("Commissioner") or a designee of the Commissioner is each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver the Redevelopment Agreement, and such other supporting documents as may be necessary or appropriate to carry out and comply with the provisions of the Redevelopment Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Redevelopment Agreement.

SECTION 3. The Mayor or his proxy is authorized to execute, and the City Clerk is authorized to attest, a quitclaim deed conveying the Property to the Developer, or to a land trust of which the Developer is the sole beneficiary, or to a business entity of which the Developer is the sole controlling party, subject to any covenants, conditions and restrictions set forth in the Redevelopment Agreement.

SECTION 4. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 5. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 6. This ordinance shall take effect upon its passage and approval.

Exhibit "A" referred to in this ordinance reads as follows:

*Exhibit "A".
(To Ordinance)*

*Agreement For The Sale And
Redevelopment Of Land.*

This **AGREEMENT FOR THE SALE AND REDEVELOPMENT OF LAND** ("Agreement") is made on or as of the ___ day of _____, _____, by and between the **CITY OF CHICAGO**, an Illinois municipal corporation ("City"), acting by and through its Department of Planning and Development ("DPD"), having its principal offices at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602 and **MANSION VIEW DEVELOPMENT CORPORATION**, an Illinois corporation ("Developer"), whose offices are located at 2954 West Lake Street, Chicago, Illinois 60612, Attention: Alex Snook.

RECITALS

WHEREAS, the Developer desires to purchase from the City the real property commonly known as 622 East 42nd Street, Chicago, Illinois 60653, which is legally described on Exhibit A attached hereto and incorporated herein ("Property"); and

WHEREAS, the Property is located in a redevelopment area known as the 43rd Street/Cottage Grove Avenue Tax Increment Financing Redevelopment Project Area ("Area"); and

WHEREAS, the Developer owns property located at 620 East 42nd Street, Chicago, Illinois 60653 ("Developer Parcel") which is legally described on Exhibit B attached hereto and made apart hereof, and intends to construct two (2) all masonry two and a half (2 ½) story townhomes on the Property and the Developer Parcel, as more fully described on Exhibit C attached hereto and made a part hereof ("Improvements" or "Project") which Improvements are consistent with the 43rd/Cottage Grove Plan for the Area ("Plan"); and

WHEREAS, the City Council by ordinance adopted _____, authorized the sale of the Property to the Developer, subject to the execution, delivery and recording of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. INCORPORATION OF RECITALS.

The recitals set forth above constitute an integral part of this Agreement and are incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the parties.

SECTION 2. SALE AND PURCHASE PRICE.

Subject to the terms, covenants and conditions of this Agreement, the City agrees to sell the Property to Developer, and the Developer agrees to purchase the Property from the City, for the sum of One Hundred Twenty Thousand and 00/100 Dollars (\$120,000.00) ("Purchase Price"), to be paid to the City at the Closing (as defined in Section 4.D below) by cashier's or certified check or wire transfer of immediately available funds or such other form of payment as acceptable to the City at its sole discretion. Except as specifically provided herein to the contrary, the Developer shall pay all closing costs.

SECTION 3. EARNEST MONEY AND PERFORMANCE DEPOSIT.

A. **Earnest Money.** Upon execution of this Agreement, the Developer shall deposit with the City the amount of Six Thousand and 00/100 Dollars (\$6,000.00) which will be credited against the Purchase Price ("Earnest Money") at the Closing.

B. **Performance Deposit.** Upon execution of this Agreement, the Developer shall also deposit with the City an additional amount of Six Thousand and 00/100 Dollars (\$6,000.00) as security for the performance of its obligations under this Agreement ("Performance Deposit") which will be retained by the City until a Final Certificate of Completion (as described in Section 9 below) has been issued by the City for the Project.

C. **Interest.** There will be no interest paid to the Developer on the Earnest Money or Performance Deposit.

SECTION 4. CONVEYANCE OF PROPERTY.

A. **Form of Deed.** The City shall convey the Property to Developer by quitclaim deed ("Deed"), subject to the terms of this Agreement and the following:

- (i) the Plan for the Area;
- (ii) the standard exceptions in an ALTA title insurance policy;
- (iii) general real estate taxes and any special assessments or other taxes;

- (iv) easements, encroachments, covenants and restrictions of record and not shown of record; and
- (v) such other title defects as may exist.

B. **Title Commitment and Insurance.** The Developer acknowledges that the City has delivered to the Developer a commitment for an owner's policy of title insurance from Chicago Title Insurance Company ("Title Company"), showing the City in title to the Property. Any updated title commitment shall be obtained at Developer's expense. The Developer shall be solely responsible for and shall pay all costs associated with obtaining any title insurance, extended coverage or other endorsements it deems necessary.

C. **Survey.** The Developer shall be responsible for obtaining, at its sole cost and expense, any survey it deems necessary.

D. **Closing.** The closing of the transaction contemplated by this Agreement ("Closing") shall take place at the downtown offices of the Title Company, 171 North Clark Street, Chicago, Illinois 60601, on or before December 15, 2006, or on such later date and at such place as the parties mutually agree to in writing; provided, however, notwithstanding the parties' execution of this Agreement, in no event shall the Closing occur (i) unless and until the conditions precedent set forth in Sections 4 and 5 are all satisfied, and (ii) any later than February 15, 2007 (the "Outside Closing Date"). Failure by the Developer to close by the aforementioned date shall be considered an "Event of Default" as defined in Section 15 below. Notwithstanding the foregoing, the Commissioner of DPD, in her sole discretion, shall have the right to unilaterally extend the Closing Date in accordance with Section 8 below.

E. **Building Permits.** The Developer shall apply for all necessary building permits and zoning approvals for the Project no later than December 1, 2006, and shall deliver evidence of all such permits and approvals to DPD no later than (15) days prior to the Closing.

F. **Real Estate Taxes.** The City shall use reasonable efforts to obtain the waiver of any delinquent real estate tax liens on the Property prior to the Closing, to the extent such tax liens can be waived or released by the City's writing of an abatement letter to the Cook County Treasurer or a motion to vacate a tax sale. If the City is unable to obtain the waiver of any such tax liens, the Developer shall have the option to do one of the following: (i) accept title to the Property subject to the tax liens, without reduction in the Purchase Price; or (ii) terminate this Agreement by delivery of written notice to the City, in which event this Agreement shall be null and void. Upon such termination, the City shall return the Performance Deposit to the Developer. If the Developer elects to close, the Developer shall assume the responsibility for any such delinquent real estate taxes. The Developer shall also be responsible for all taxes accruing after the Closing. Until the City issues a Certificate of Completion (as defined in Section 9), the Developer shall notify the City that the real estate taxes have been paid in full within ten (10) days of such payment.

G. **Recording Costs.** The Developer shall pay to record the Deed and this Agreement and any other documents incident to the conveyance of the Property to the Developer.

H. Escrow. If the Developer requires conveyance through escrow, Developer shall pay all escrow fees.

I. Insurance. The Developer shall deliver to DPD at least fourteen (14) days prior to the Closing evidence of insurance reasonably acceptable to DPD. Prior to the issuance of a Certificate of Completion, the City shall be named as an additional insured on any liability insurance policies on any property insurance policies. This Section 4.I. shall survive the Closing.

J. Due Diligence. The Developer shall deliver to DPD at least fourteen (14) days prior to the Closing due diligence searches in its name (UCC, state and federal tax lien, pending litigation and judgment in Cook County and N.D. Ill., and bankruptcy in Cook County and U.S. Bankr. Ct.), showing no unacceptable liens, litigation, judgments or filings, as reasonably determined by the Corporation Counsel.

K. Organization and Authority Documents. The Developer shall deliver to DPD at least fourteen (14) days prior to the Closing certified articles of incorporation, bylaws, resolutions authorizing the Developer to enter into this transaction and such other corporate authority and organizational documents as the City may reasonably request. The Developer shall also provide a Certificate of Good Standing dated no more than thirty (30) days prior to the Closing issued by the Office of the Secretary of State of the State of Illinois as to the good standing of the Developer.

L. Proof of Ownership. The Developer shall deliver to DPD at least fourteen (14) days prior to the Closing a title commitment for the Developer Parcel issued no earlier than three months prior to the Closing showing the Developer or an affiliated entity in title to the Developer Parcel.

SECTION 5. PROJECT BUDGET; PROOF OF FINANCING.

The total project budget is currently estimated to be Nine Hundred Sixty Four Thousand and 00/100 Dollars (\$964,000.00) ("Preliminary Project Budget"). Not less than thirty (30) days prior to the Closing, the Developer shall submit to DPD for approval a final project budget materially consistent with the Preliminary Project Budget ("Budget") and evidence of equity and loan funds committed, available to be drawn down on the Closing and adequate to finance the purchase of the Property and the construction of the Improvements. If the Developer fails to provide the City with a Budget or proof of financing to the City's reasonable satisfaction within the time period provided for herein, the City may, at its option, declare this Agreement null and void or delay the Closing until such time as the Developer complies with this Section 5.

SECTION 6. SITE AND LANDSCAPE PLANS; PROJECT REQUIREMENTS.

A. Site and Landscape Plans. The Developer shall construct and landscape the Improvements on the Property and the Developer Parcel in accordance with the renderings prepared by _____, dated _____, and the site plans and architectural drawings prepared pursuant thereto, which have been approved by DPD and which are depicted on Exhibit D attached hereto and incorporated herein ("Drawings"). The Developer shall comply with the City's Landscape Ordinance. No material deviation from the Drawings may be made without the prior written approval of DPD, which shall be in DPD's sole discretion. A deviation that changes

the basic use of the Property shall be deemed material. In the event the Developer submits and DPD approves revised site plans and/or architectural drawings after the date of this Agreement, the term "Drawings" as used herein shall refer to the revised site plans and/or architectural drawings upon DPD's written approval of the same.

B. Relocation of Utilities, Curb Cuts and Driveways. The Developer shall be solely responsible for and shall pay all costs associated with: (i) the relocation, installation or construction of public or private utilities, curb cuts and driveways; (ii) the repair or reconstruction of any curbs, vaults, sidewalks or parkways required in connection with or damaged as a result of the Developer's redevelopment; (iii) the removal of existing pipes, utility equipment or building foundations; and (iv) the termination of existing water or other services. The City shall have the right to approve any streetscaping, including any paving of sidewalks, landscaping and lighting provided by the Developer as part of the Project.

C. Inspection by the City. During the construction of the Project, the Developer shall permit any duly authorized representative of the City to enter onto the Property and the Developer Parcel for the purpose of determining whether the work is being performed in accordance with the terms of this Agreement and all applicable laws and codes.

D. Barricades and Signs. The Developer shall, at its sole cost and expense, erect and maintain such signs as the City may reasonably require identifying the Property as a City redevelopment project. Prior to the commencement of any construction activity requiring barricades, the Developer shall install barricades of a type and appearance satisfactory to the City and constructed in compliance with all applicable federal, state and local laws, ordinances and regulations. The City shall have the right to approve the maintenance, appearance, color scheme, painting, nature, type, content and design of all signage and barricades, which approval shall not be unreasonably withheld or delayed.

E. The Developer shall deliver written monthly progress reports summarizing the status of the Project and the Developer's compliance to date with its obligations under section 19.

F. Survival. The provisions of this Section 6 shall survive the Closing.

SECTION 7. LIMITED APPLICABILITY.

DPD's approval of the Drawings is for the purposes of this Agreement only and does not constitute the approval required by the City's Department of Construction and Permits ("DCAP") or the Department of Transportation ("CDOT") or any other City department; nor does the approval by DPD pursuant to this Agreement constitute an approval of the quality, structural soundness or safety of any improvements located or to be located on the Property. DPD's approval shall be only for the benefit of the Developer and any lienholder authorized by this Agreement.

SECTION 8. COMMENCEMENT AND COMPLETION OF IMPROVEMENTS.

The Closing shall not occur unless and until the Developer is prepared to commence construction of the Improvements within a reasonable time. In no instance shall (a) construction

commence later than December 31, 2006, or (b) construction be completed later than December 31, 2007. DPD shall have discretion to extend the dates in (a) and (b) by up to six (6) months each (i.e., no more than twelve (12) months in the aggregate) by issuing a written extension letter. The Developer shall give written notice to the City within five (5) days after it commences construction. The Improvements shall be constructed in accordance with the Drawings and all applicable laws (including, without limitation, Chapters 7-28 and 11-4 of the Municipal Code), regulations, codes, and recorded encumbrances and restrictions. Notwithstanding the foregoing, the Commissioner of DPD shall have the right to unilaterally extend the dates contained herein.

SECTION 9. CERTIFICATE OF COMPLETION.

The Developer shall request from the City a certificate of completion ("Certificate of Completion") upon the completion of the Improvements in accordance with this Agreement. Recordation of the Certificate of Completion shall constitute a conclusive determination of satisfaction and termination of the covenants in this Agreement and the Deed with respect to the Developer's obligations to construct the Improvements. Within forty-five (45) days after receipt of a written request from the Developer for a Certificate of Completion, the City shall provide the Developer with either the Certificate of Completion or a written statement indicating in adequate detail how the Developer has failed to complete the Improvements in compliance with the Plan or this Agreement, or is otherwise in default, and what measures or acts are necessary, in the sole opinion of the City, for the Developer to take or perform in order to obtain the Certificate of Completion. If the City requires additional measures or acts to assure compliance, the Developer shall resubmit a written request for the Certificate of Completion upon compliance with the City's response. The Certificate of Completion shall be in recordable form.

SECTION 10. RESTRICTIONS ON USE.

The Developer agrees that it:

- A. Shall devote the Property and the Developer Parcel to a use which complies with the Plan until July 8, 2021 .
- B. Shall not discriminate based upon race, color, religion, sex, national origin or ancestry, military status, sexual orientation, source of income, age, handicap, in the sale, lease, rental, use or occupancy of the Property or the Developer Parcel or any improvements located or to be erected thereon. This covenant shall have no expiration date.

SECTION 11. PROHIBITION AGAINST TRANSFER OF PROPERTY.

Prior to the issuance of the Certificate of Completion, the Developer may not, without the prior written consent of DPD, which consent shall be in DPD's sole discretion: (a) directly or indirectly sell or convey the Property, the Developer Parcel or any part thereof or any interest therein or the Developer's controlling interests therein; or (b) directly or indirectly assign this Agreement. If the Developer is a business entity, no principal party of the Developer (e.g., a general partner, member, manager or shareholder) may sell, transfer or assign any of its interest in the Developer

prior to the issuance of the Certificate of Completion to anyone other than another principal party of the Developer without the prior written consent of DPD, which consent shall be in DPD's sole discretion. The Developer must disclose the identity of all members to the City at the time such members obtain an interest in the Developer. In the event of a proposed sale, the Developer shall provide DPD copies of any and all sales contracts, legal descriptions, descriptions of intended use, certifications from the proposed buyer regarding this Agreement and such other information as the City may reasonably request. The proposed buyer must be qualified to do business with the City (including, without limitation, the anti-scofflaw requirement).

SECTION 12. LIMITATION UPON ENCUMBRANCE OF PROPERTY.

Prior to the issuance of the Certificate of Completion, the Developer shall not, without DPD's prior written consent, which shall be in DPD's sole discretion, engage in any financing or other transaction which creates an encumbrance or lien on the Property or the Developer Parcel, except for the initial construction financing approved by DPD pursuant to Section 5.

SECTION 13. MORTGAGEES NOT OBLIGATED TO CONSTRUCT.

Notwithstanding any other provision of this Agreement or of the Deed, the holder of any mortgage on the Property or the Developer Parcel authorized by Section 12 of this Agreement shall not itself be obligated to construct or complete the Improvements but shall be bound by the covenants running with the land specified in Section 14 and, at Closing, shall execute a subordination agreement to such effect. If any such mortgagee succeeds to the Developer's interest in the Property prior to issuance of a Certificate of Completion, whether by foreclosure, deed-in-lieu of foreclosure or otherwise, and thereafter transfers its interest in the Property or the Developer Parcel to another party, such transferee shall be obligated to complete the Improvements, and shall also be bound by the other covenants running with the land specified in Section 14.

SECTION 14. COVENANTS RUNNING WITH THE LAND.

The parties agree, and the Deed shall so expressly provide, that the covenants provided in Sections 8, 10, 11 and 12 will be covenants running with the land, binding on the Developer and its successors and assigns (subject to the limitation set forth in Section 13 above as to any permitted mortgagee) to the fullest extent permitted by law and equity for the benefit and in favor of the City, and shall be enforceable by the City. The covenants provided in Sections 8, 11 and 12 shall terminate upon the issuance of the Certificate of Completion. The covenants provided in Section 10 shall expire as set forth therein.

SECTION 15. PERFORMANCE AND BREACH.

A. Time of the Essence. Time is of the essence in the Developer's performance of its obligations under this Agreement.

B. Permitted Delays. The Developer shall not be considered in breach of its obligations under this Agreement in the event of a delay due to unforeseeable causes beyond the Developer's control and without the Developer's fault or negligence, including, without limitation, acts of God,

acts of the public enemy, acts of the United States government, fires, floods, epidemics, quarantine restrictions, strikes, embargoes and unusually severe weather or delays of subcontractors due to such causes. The time for the performance of the obligations shall be extended only for the period of the delay and only if the Developer requests an extension in writing within twenty (20) days after the beginning of any such delay.

C. Cure. If the Developer defaults in the performance of its obligations under this Agreement, the Developer shall have sixty (60) days after written notice of default from the City to cure the default, or such longer period as shall be reasonably necessary to cure such default provided the Developer promptly commences such cure and thereafter diligently pursues such cure to completion (so long as continuation of the default does not create material risk to the Project or to persons using the Project). If the default is not cured in the time period provided for herein, the City may institute such proceedings at law or in equity as may be necessary or desirable in its sole discretion to cure and remedy the default, including, without limitation, proceedings to compel specific performance. Notwithstanding the preceding two sentences, no notice or cure period shall apply to defaults under Sections 15.D.(iv), (vi) and (ix). Any default under Sections 15.D.(iv), (vi), and (ix) shall constitute an immediate "Event of Default" and shall entitle the City to terminate this Agreement and exercise such other remedies at law and at equity.

D. Default. The occurrence of any one or more of the following shall constitute an "Event of Default" under this Agreement:

- (i) The Developer fails to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations under this Agreement; or
- (ii) The Developer makes or furnishes a warranty, representation, statement or certification to the City (whether in this Agreement, an Economic Disclosure Form, or another document) which is not true and correct; or
- (iii) A petition is filed by or against the Developer under the Federal Bankruptcy Code or any similar state or federal law, whether now or hereafter existing, which is not vacated, stayed or set aside within thirty (30) days after filing; or
- (iv) The Developer abandons or substantially suspends construction of the Improvements; or
- (v) The Developer fails to timely pay real estate taxes or assessments affecting the Property or the Developer Parcel or suffers or permits any levy or attachment, material suppliers' or mechanics' lien, or any other lien or encumbrance unauthorized by this Agreement to attach to the Property or the Developer Parcel; or
- (vi) The Developer makes an assignment, pledge, unpermitted financing, encumbrance, transfer or other disposition in violation of this Agreement; or
- (vii) There is a change in Developer's financial condition or operations that would materially affect the Developer's ability to complete the Improvements; or

- (viii) The Developer fails to comply with the terms of any other written agreement entered into with the City with respect to the Project; or
- (ix) The Developer fails to close by the Outside Closing Date.

E. Prior to Closing. If an Event of Default occurs prior to the Closing, the City may terminate this Agreement and retain the Earnest Money and Performance Deposit.

F. After Closing. If an Event of Default occurs after the Closing, the City may exercise any and all remedies available to it at law or in equity, including, without limitation, the right to re-enter and take possession of the Property, terminate the estate conveyed to the Developer, and re-vest title to the Property in the City; provided, however, the re-vesting of title in the City shall be limited by, and shall not defeat, render invalid, or limit in any way, the lien of any mortgage authorized by this Agreement. Notwithstanding the foregoing, after the issuance of a Certificate of Completion, the City's right of reverter shall no longer be enforceable.

G. Resale of the Property. Upon the re-vesting in the City of title to the Property as provided in Section 15.F., the City shall employ its best efforts to convey the Property (subject to any first mortgage lien described in this Section 15) to a qualified and financially responsible party (reasonably acceptable to the first mortgagee) who shall assume the obligation of completing the construction of the Improvements or such other improvements as shall be satisfactory to the City, and complying with the covenants that run with the land, as specified in Section 14.

H. Disposition of Resale Proceeds. If the City sells the Property as provided for in Section 15.G., the proceeds from the sale shall be utilized to reimburse the City for:

- (i) costs and expenses incurred by the City (including, without limitation, salaries of personnel) in connection with the recapture, management and resale of the Property (less any income derived by the City from the Property in connection with such management); and
- (ii) all unpaid taxes, assessments, and water and sewer charges assessed against the Property; and
- (iii) any payments made (including, without limitation, reasonable attorneys' fees and court costs) to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of the Developer; and
- (iv) any expenditures made or obligations incurred by the City with respect to construction or maintenance of the Improvements; and
- (v) the fair market value of the land comprising the Property (without any Improvements or partially constructed Improvements thereon) as determined by such sale, less the Purchase Price previously paid to the City on the Closing Date;
- (vi) any other amounts owed to the City by the Developer.

The Developer shall be entitled to receive any remaining proceeds up to the amount of the Developer's equity investment in the Property.

In addition to, and without in any way limiting the City's rights under this Section 15, the City shall have the right to retain the Performance Deposit in the event of a default by the Developer.

I. Waiver and Estoppel. Any delay by the City in instituting or prosecuting any actions or proceedings or otherwise asserting its rights shall not operate as a waiver of such rights or operate to deprive the City of or limit such rights in any way. No waiver made by the City with respect to any specific default by the Developer shall be construed, considered or treated as a waiver of the rights of the City with respect to any other defaults of the Developer.

SECTION 16. CONFLICT OF INTEREST; CITY'S REPRESENTATIVES NOT INDIVIDUALLY LIABLE.

The Developer warrants that no agent, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement or the Property or the Developer Parcel, nor shall any such agent, official or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any entity or association in which he or she is directly or indirectly interested. No agent, official or employee of the City shall be personally liable to the Developer or any successor in interest in the event of any default or breach by the City or for any amount which may become due to the Developer or successor or on any obligation under the terms of this Agreement.

SECTION 17. INDEMNIFICATION.

The Developer agrees to indemnify, defend and hold the City harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, reasonable attorneys' fees and court costs) suffered or incurred by the City arising from or in connection with: (a) the failure of the Developer to perform its obligations under this Agreement; (b) the failure of the Developer or any contractor to pay contractors, subcontractors or material suppliers in connection with the construction of the Improvements; (c) any material misrepresentation or omission made by the Developer or agents, employees, contractors or other persons acting under the control or at the request of Developer; (d) the failure of the Developer to redress any misrepresentations or omissions in this Agreement or any other agreement relating hereto; and (e) any activity undertaken by the Developer on the Property or the Developer Parcel prior to or after the Closing. This indemnification shall survive the Closing or any termination of this Agreement (regardless of the reason for such termination).

SECTION 18. ENVIRONMENTAL MATTERS.

A. "As Is" Sale. The City makes no covenant, representation or warranty as to the environmental condition of the Property or the suitability of the Property for any purpose whatsoever, and the Developer agrees to accept the Property "as is."

B. Right of Entry. It shall be the responsibility of the Developer, at its sole cost and

expense, to investigate and determine the soil and environmental condition of the Property. The Developer shall have the right to request a right of entry for the purpose of conducting environmental tests on the Property. If the Developer makes such a request within thirty (30) days after the date of this Agreement, the City shall grant the Developer the right to enter the Property for a period of thirty (30) days (the "Inspection Period") pursuant to a Right of Entry Agreement in form and substance acceptable to the City. The granting of the right of entry shall be contingent upon the Developer obtaining all necessary permits and the following types and amounts of insurance: (i) commercial general liability insurance with a combined single limit of not less than \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage liability with the City named as an additional insured; (ii) automobile liability insurance with a combined single limit of not less than \$1,000,000.00 per occurrence for bodily injury and property damage; and (iii) worker's compensation and occupational disease insurance in statutory amounts covering all employees and agents who are to do any work on the Property. All insurance policies shall be from insurance companies authorized to do business in the State of Illinois, and shall remain in effect until completion of all environmental testing activity on the Property. The Developer shall deliver duplicate policies or certificates of insurance to the City prior to commencing any activity on the Property. The Developer expressly understands and agrees that any coverage and limits furnished by the Developer shall in no way limit the Developer's liabilities and responsibilities set forth in this Agreement.

The Developer agrees to carefully inspect the Property prior to the commencement of any activity on the Property to make sure that such activity shall not damage surrounding property, structures, utility lines or any subsurface lines or cables. The Developer shall be solely responsible for the safety and protection of the public. The City reserves the right to inspect any work being done on the Property. The Developer's activities on the Property shall be limited to those reasonably necessary to perform the environmental testing. Upon completion of the work, the Developer agrees to restore the Property to its original condition. The Developer shall keep the Property free from any and all liens and encumbrances arising out of any work performed, materials supplied or obligations incurred by or for the Developer, and agrees to indemnify and hold the City harmless against any such liens. The foregoing indemnification shall survive the Closing or any termination of this Agreement (regardless of the reason for such termination).

The Developer agrees to deliver to the City a copy of each report prepared by or for the Developer regarding the environmental condition of the Property within fourteen (14) days after receipt. If, prior to the Closing, the Developer's environmental consultant determines that contamination exists on the Property to such an extent that the parties agree that the estimated cost of remediation (such estimated cost being determined by the consultant) is too excessive for the Developer, the Developer may declare this Agreement null and void by giving written notice thereof to the City within thirty (30) days after the expiration of the Inspection Period. In such event, the City shall return the Performance Deposit to the Developer. The Developer agrees that it will not exercise its right to terminate this Agreement until the City has reviewed all reports concerning the condition of the Property and the parties have had an opportunity to try to resolve the issue. If the Developer elects not to terminate this Agreement pursuant to this Section 18, Developer shall be deemed satisfied with the condition of the Property.

If, after the Closing, the environmental condition of the Property is not in all respects entirely

suitable for its intended use, it shall be the Developer's sole responsibility and obligation to take such action as is necessary to put the Property in a condition which is suitable for its intended use. The Developer hereby waives, releases and indemnifies the City from any claims and liabilities relating to or arising from the environmental condition of the Property, including, without limitation, claims arising under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA"), and shall undertake and discharge all liabilities of the City arising from any environmental condition which existed on the Property prior to the Closing, including, without limitation, liabilities arising under CERCLA. The provisions of this paragraph shall survive the Closing or any termination of this Agreement (regardless of the reason for such termination).

The Developer hereby acknowledges that, in purchasing the Property, Developer is relying solely upon its environmental due diligence activities and not upon any information (including, without limitation, environmental studies or reports of any kind) provided by or on behalf of the City or its agents or employees with respect thereto.

SECTION 19. DEVELOPER'S EMPLOYMENT OBLIGATIONS.

A. **Employment Opportunity.** The Developer agrees, and shall contractually obligate its various contractors, subcontractors and any affiliate of the Developer operating on the Property or the Developer Parcel (collectively, the "Employers" and individually, an "Employer") to agree that with respect to the provision of services in connection with the construction of the Improvements or occupation of the Property or the Developer Parcel during the construction period:

- (i) Neither the Developer nor any Employer shall discriminate against any employee or applicant for employment based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income as defined in the City of Chicago Human Rights Ordinance, Section 2-160-010 et seq. of the Municipal Code of Chicago, as amended from time to time (the "Human Rights Ordinance"). The Developer and each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income and are treated in a non-discriminatory manner with regard to all job-related matters, including, without limitation: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Developer and each Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. In addition, the Developer and each Employer, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income.

- (ii) To the greatest extent feasible, the Developer and each Employer shall present opportunities for training and employment of low and moderate income residents of the City, and provide that contracts for work in connection with the construction of the Improvements be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the City.
- (iii) The Developer and each Employer shall comply with all federal, state and local equal employment and affirmative action statutes, rules and regulations, including, without limitation, the Human Rights Ordinance, and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1993), and any subsequent amendments and regulations promulgated thereto.
- (iv) The Developer, in order to demonstrate compliance with the terms of this Section, shall cooperate with and promptly and accurately respond to inquiries by the City, which has the responsibility to observe and report compliance with equal employment opportunity regulations of federal, state and municipal agencies.
- (v) The Developer and each Employer shall include the foregoing provisions of subparagraphs (i) through (iv) in every contract entered into in connection with the construction of the Improvements, and shall require inclusion of these provisions in every subcontract entered into by any subcontractors, and every agreement with any affiliate operating on the Property or the Developer Parcel, so that each such provision shall be binding upon each contractor, subcontractor or affiliate, as the case may be.
- (vi) Failure to comply with the employment obligations described in this Section 19.A. shall be a basis for the City to pursue remedies under the provisions of Section 15.

B. City Resident Employment Requirement. The Developer agrees, and shall contractually obligate each Employer to agree, that during the construction of the Improvements, it and they shall comply with the minimum percentage of total worker hours performed by actual residents of the City of Chicago as specified in Section 3-92-330 of the Municipal Code of Chicago (at least fifty percent of the total worker hours worked by persons on the construction of the Improvements shall be performed by actual residents of the City of Chicago); provided, however, that in addition to complying with this percentage, the Developer and each Employer shall be required to make good faith efforts to utilize qualified residents of the City of Chicago in both unskilled and skilled labor positions.

The Developer and the Employers may request a reduction or waiver of this minimum percentage level of Chicagoans as provided for in Section 2-92-330 of the Municipal Code of Chicago in accordance with standards and procedures developed by the Purchasing Agent of the City of Chicago.

“Actual residents of the City of Chicago” shall mean persons domiciled within the City of Chicago. The domicile is an individual's one and only true, fixed and permanent home and principal establishment.

The Developer and the Employers shall provide for the maintenance of adequate employee residency records to ensure that actual Chicago residents are employed on the construction of the Improvements. The Developer and the Employers shall maintain copies of personal documents supportive of every Chicago employee's actual record of residence.

Quarterly certified payroll reports (U.S. Department of Labor Form WH-347 or equivalent) shall be submitted to the Commissioner of the City of Chicago Department of Housing ("DOH") in triplicate, which shall identify clearly the actual residence of every employee on each submitted certified payroll. The first time that an employee's name appears on a payroll, the date that the company hired the employee should be written in after the employee's name.

The Developer and the Employers shall provide full access to their employment records to the Chief Procurement Officer, the Commissioner of DOH, the Superintendent of the Chicago Police Department, the Inspector General, or any duly authorized representative thereof. The Developer and the Employers shall maintain all relevant personnel data and records for a period of at least three (3) years from and after the issuance of the Certificate of Completion.

At the direction of DOH, the Developer and the Employers shall provide affidavits and other supporting documentation to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.

Good faith efforts on the part of the Developer and the Employers to provide work for actual Chicago residents (but not sufficient for the granting of a waiver request as provided for in the standards and procedures developed by the Chief Procurement Officer) shall not suffice to replace the actual, verified achievement of the requirements of this Section concerning the worker hours performed by actual Chicago residents.

If the City determines that the Developer or an Employer failed to ensure the fulfillment of the requirements of this Section concerning the worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this Section. If such non-compliance is not remedied in accordance with the breach and cure provisions of Section 15.C., the parties agree that 1/20 of 1 percent (.05%) of the aggregate hard construction costs set forth in the Budget shall be surrendered by the Developer and for the Employers to the City in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly shall result in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the categories. The willful falsification of statements and the certification of payroll data may subject the Developer and/or the other Employers or employees to prosecution.

Nothing herein provided shall be construed to be a limitation upon the "Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity, Executive Order 11246" and "Standard Federal Equal Employment Opportunity, Executive Order 11246," or other affirmative action required for equal opportunity under the provisions of this Agreement.

The Developer shall cause or require the provisions of this Section 19.B. to be included in

all construction contracts and subcontracts related to the construction of the Improvements.

C. Developer's MBE/WBE Commitment. The Developer agrees for itself and its successors and assigns, and, if necessary to meet the requirements set forth herein, shall contractually obligate the general contractor to agree that during the construction of the Project:

- (i) Consistent with the findings which support, as applicable, (a) the Minority-Owned and Women-Owned Business Enterprise Procurement Program, Section 2-92-420 et seq., Municipal Code of Chicago (the "Procurement Program"), and (b) the Minority- and Women-Owned Business Enterprise Construction Program, Section 2-92-650 et seq., Municipal Code of Chicago (the "Construction Program," and collectively with the Procurement Program, the "MBE/WBE Program"), and in reliance upon the provisions of the MBE/WBE Program to the extent contained in, and as qualified by, the provisions of this Section 19.C., during the course of the Project, the following percentages of the MBE/WBE Budget (as set forth in Exhibit E hereto shall be expended for contract participation by minority-owned businesses ("MBEs") and by women-owned businesses ("WBEs")): (1) At least 24% by MBEs; and (2) At least 4% by WBEs.
- (ii) For purposes of this Section 19.C. only:
 - (a) The Developer (and any party to whom a contract is let by the Developer in connection with the Project) shall be deemed a "contractor" and this Agreement (and any contract let by the Developer in connection with the Project) shall be deemed a "contract" or a "construction contract" as such terms are defined in Sections 2-92-420 and 2-92-670, Municipal Code of Chicago, as applicable.
 - (b) The term "minority-owned business" or "MBE" shall mean a business identified in the Directory of Certified Minority Business Enterprises published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a minority-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.
 - (c) The term "women-owned business" or "WBE" shall mean a business identified in the Directory of Certified Women Business Enterprises published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a women-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.
- (iii) Consistent with Sections 2-92-440 and 2-92-720, Municipal Code of Chicago, the Developer's MBE/WBE commitment may be achieved in part by the Developer's status as an MBE or WBE (but only to the extent of any actual work performed on the Project by the Developer) or by a joint venture with one or more MBEs or WBEs

(but only to the extent of the lesser of (a) the MBE or WBE participation in such joint venture, or (b) the amount of any actual work performed on the Project by the MBE or WBE); by the Developer utilizing a MBE or a WBE as the general contractor (but only to the extent of any actual work performed on the Project by the general contractor); by subcontracting or causing the general contractor to subcontract a portion of the construction of the Project to one or more MBEs or WBEs; by the purchase of materials or services used in the construction of the Project from one or more MBEs or WBEs; or by any combination of the foregoing. Those entities which constitute both a MBE and a WBE shall not be credited more than once with regard to the Developer's MBE/WBE commitment as described in this Section 19.C. In accordance with Section 2-92-730, Municipal Code of Chicago, the Developer shall not substitute any MBE or WBE general contractor or subcontractor without the prior written approval of DPD.

- (iv) The Developer shall deliver quarterly reports to the City's monitoring staff during the Project describing its efforts to achieve compliance with this MBE/WBE commitment. Such reports shall include, inter alia, the name and business address of each MBE and WBE solicited by the Developer or the general contractor to work on the Project, and the responses received from such solicitation, the name and business address of each MBE or WBE actually involved in the Project, a description of the work performed or products or services supplied, the date and amount of such work, product or service, and such other information as may assist the City's monitoring staff in determining the Developer's compliance with this MBE/WBE commitment. The Developer shall maintain records of all relevant data with respect to the utilization of MBEs and WBEs in connection with the Project for at least five years after completion of the Project, and the City's monitoring staff shall have access to all such records maintained by the Developer, on five business days notice, to allow the City to review the Developer's compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the Project.
- (v) Upon the disqualification of any MBE or WBE general contractor or subcontractor, if such status was misrepresented by the disqualified party, the Developer shall be obligated to discharge or cause to be discharged the disqualified general contractor or subcontractor, and, if possible, identify and engage a qualified MBE or WBE as a replacement. For purposes of this subsection (v), the disqualification procedures are further described in Sections 2-92-540 and 2-92-730, Municipal Code of Chicago, as applicable.
- (vi) Any reduction or waiver of the Developer's MBE/WBE commitment as described in this Section 19.C. shall be undertaken in accordance with Sections 2-92-450 and 2-92-730, Municipal Code of Chicago, as applicable.
- (vii) Prior to the commencement of the Project, the Developer shall meet with the City's monitoring staff with regard to the Developer's compliance with its obligations under this Section 19.C. The general contractor and all major subcontractors shall be

required to attend this pre-construction meeting. During said meeting, the Developer shall demonstrate to the City's monitoring staff its plan to achieve its obligations under this Section 19.C., the sufficiency of which shall be approved by the City's monitoring staff. During the Project, the Developer shall submit the documentation required by this Section 19.C. to the City's monitoring staff, including the following: (a) MBE/WBE utilization plan and record; (b) subcontractor's activity report; (c) contractor's certification concerning labor standards and prevailing wage requirements; (d) contractor letter of understanding; (e) monthly utilization report; (f) authorization for payroll agent; (g) certified payroll; (h) evidence that MBE/WBE contractor associations have been informed of the Project via written notice and hearings; and (i) evidence of compliance with job creation requirements. Failure to submit such documentation on a timely basis, or a determination by the City's monitoring staff, upon analysis of the documentation, that the Developer is not complying with its obligations under this Section 19.C., shall, upon the delivery of written notice to the Developer, be deemed an Event of Default. Upon the occurrence of any such Event of Default, in addition to any other remedies provided in this Agreement, the City may: (1) issue a written demand to the Developer to halt the Project, (2) withhold any further payment of any city funds to the Developer or the general contractor, or (3) seek any other remedies against the Developer available at law or in equity.

SECTION 20. PROVISIONS NOT MERGED WITH DEED.

The provisions of this Agreement shall not be merged with the Deed, and the delivery of the Deed shall not be deemed to affect or impair the provisions of this Agreement.

SECTION 21. HEADINGS.

The headings of the various sections of this Agreement have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending, or affecting in any way the express terms and provisions hereof.

SECTION 22. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement between the parties and supersedes and replaces completely any prior agreements between the parties with respect to the subject matter hereof. This Agreement may not be modified or amended in any manner other than by supplemental written agreement executed by the parties.

SECTION 23. SEVERABILITY.

If any provision of this Agreement, or any paragraph, sentence, clause, phrase or word, or the application thereof, is held invalid, the remainder of this Agreement shall be construed as if such invalid part were never included and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

SECTION 24. NOTICES.

Any notice, demand or communication required or permitted to be given hereunder shall be given in writing at the addresses set forth below by any of the following means: (a) personal service; (b) electronic communications, whether by telex, telegram or telecopy, provided that there is written confirmation of such communications; (c) overnight courier; or (d) registered or certified first class mail, postage prepaid, return receipt requested:

If to the City: City of Chicago
 Department of Planning and Development
 121 North LaSalle Street, Room 1000
 Attn: Neighborhoods Division
 Chicago, Illinois 60602

With a copy to: City of Chicago
 Department of Law
 121 North LaSalle Street, Room 600
 Chicago, Illinois 60602
 Attn: Real Estate Division

If to the Developer: Mansion View Development Corporation
 2954 West Lake Street
 Chicago, Illinois 60612
 Attn: Alex Snook

Any notice, demand or communication given pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means, respectively, provided that such electronic dispatch is confirmed as having occurred prior to 5:00 p.m. on a business day. If such dispatch occurred after 5:00 p.m. on a business day or on a non-business day, it shall be deemed to have been given on the next business day. Any notice, demand or communication given pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier. Any notice, demand or communication sent pursuant to clause (d) shall be deemed received three (3) business days after mailing. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, demands or communications shall be given.

SECTION 25. ORGANIZATION AND AUTHORITY.

The Developer represents and warrants that it is a duly organized and validly existing limited liability company under the laws of the State of Illinois, with full power and authority to acquire, own and redevelop the Property, and that the person signing this Agreement on behalf of the Developer has the authority to do so.

SECTION 26. SUCCESSORS AND ASSIGNS.

Except as otherwise provided in this Agreement, the terms and conditions of this Agreement

shall apply to and bind the successors and assigns of the parties.

SECTION 27. RECORDATION OF AGREEMENT.

This Agreement shall be recorded at the Office of the Cook County Recorder of Deeds prior to or as part of the Closing. The Developer shall pay the recording fees.

SECTION 28. EXHIBITS.

All exhibits referred to herein and attached hereto shall be deemed part of this Agreement.

SECTION 29. COUNTERPARTS.

This Agreement may be executed in counterparts, each of which shall constitute an original instrument.

SECTION 30. PATRIOT ACT CERTIFICATION.

Neither Developer nor any Affiliate thereof is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List

As used in the above paragraph, an "Affiliate" shall be deemed to be a person or entity related to Developer that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with Developer, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

SECTION 31. BUSINESS RELATIONSHIPS.

The Developer acknowledges (A) receipt of a copy of Section 2-156-030 (b) of the Municipal Code of Chicago, (B) that it has read such provision and understands that pursuant to such Section 2-156-030 (b) it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (C) that a violation of Section 2-156-030 (b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Agreement and the transactions contemplated hereby. The Developer hereby represents and warrants that, to the best

of its knowledge after due inquiry, no violation of Section 2-156- 030 (b) has occurred with respect to this Agreement or the transaction contemplated hereby.

SECTION 32. PROHIBITION ON CERTAIN CONTRIBUTIONS - MAYORAL EXECUTIVE ORDER NO. 05-1.

Consistent with the intent of Mayoral Executive Order No. 05-1, compliance with the substance of which is intended by this Section 32, the Developer hereby agrees that the Developer, any person or entity who directly or indirectly has an ownership or beneficial interest in the Developer of more than 7.5 percent, the General Partner or Managing Member, any person or entity who directly or indirectly has an ownership or beneficial interest in the General Partner or Managing Member of more than 7.5 percent, Owner, any person or entity who directly or indirectly has an ownership, beneficial or other controlling interest in Owner of more than 7.5 percent (collectively, "Controlling Owners"), spouses and domestic partners of such Controlling Owners, (collectively, all the preceding classes of persons and entities are hereinafter referred to as the "Ownership Parties") shall not make a contribution of any amount to the Mayor of the City ("Mayor") or to his political fundraising committee (i) after execution of this Agreement by the Developer, and (ii) while this Agreement or any Other Contract is executory, (iii) during the term of this Agreement or any Other Contract between the Developer and the City, or (iv) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

The Developer hereby agrees to require that the General Contractor, any person or entity who directly or indirectly has an ownership or beneficial interest in the General Contractor of more than 7.5 percent, any Subcontractor, any person or entity who directly or indirectly has an ownership or beneficial interest in any Subcontractor of more than 7.5 percent (collectively, "Interested Parties"), and spouses and domestic partners of such Interested Parties (collectively, all the preceding classes of persons and entities are hereinafter referred to, together with the Ownership Parties, as the "Identified Parties") shall not make a contribution of any amount to the Mayor or to his political fundraising committee (i) after execution of this Agreement by the Developer, and (ii) while the Construction Contract or any Subcontract is executory, (iii) during the term of the Construction Contract or any Subcontract, or (iv) during any period while an extension of the Construction Contract or any Subcontract is being sought or negotiated.

The Developer represents and warrants that as of the later of (i) February 10, 2005, or (ii) the date that the City approached the Developer, or the Developer approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

The Developer agrees that it shall not and it shall require all other Identified Parties to not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

The Developer agrees that it must not and it shall require all other Identified Parties to not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral

Executive Order No. 05-1 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 05-1. The Developer shall impose the restrictions of this Section 32 in the Construction Contract and shall specifically require the General Contractor to impose the restrictions of this Section 32 in all Subcontracts.

The Developer agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 05-1 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Agreement, and under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

For purposes of this provision:

“Bundle” means to collect contributions from more than one source that are then delivered by one person to the Mayor or to his political fundraising committee.

“Other Contract” means any other agreement with the City to which the Developer is a party that is (i) formed under the authority of Chapter 2-92 of the Municipal Code of Chicago; (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the City Council.

“Contribution” means a “political contribution” as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

Individuals are “Domestic Partners” if they satisfy the following criteria:

- (A) they are each other's sole domestic partner, responsible for each other's common welfare; and
- (B) neither party is married; and
- (C) the partners are not related by blood closer than would bar marriage in the State of Illinois; and
- (D) each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and
- (E) two of the following four conditions exist for the partners:
 1. The partners have been residing together for at least 12 months.
 2. The partners have common or joint ownership of a residence.
 3. The partners have at least two of the following arrangements:
 - a. joint ownership of a motor vehicle;
 - b. a joint credit account;
 - c. a joint checking account;
 - d. a lease for a residence identifying both domestic partners as tenants.
 4. Each partner identifies the other partner as a primary beneficiary in a will.

"Political fundraising committee" means a "political fundraising committee" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

SECTION 33. WASTE ORDINANCE PROVISIONS.

In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, the Developer warrants and represents that it, and to the best of its knowledge, its contractors and subcontractors, have not violated and are not in violation of the following sections of the Code (collectively, the "Waste Sections"):

- 7-28-390 Dumping on public way;
- 7-28-440 Dumping on real estate without permit;
- 11-4-1410 Disposal in waters prohibited;
- 11-4-1420 Ballast tank, bilge tank or other discharge;
- 11-4-1450 Gas manufacturing residue;
- 11-4-1500 Treatment and disposal of solid or liquid waste;
- 11-4-1530 Compliance with rules and regulations required;
- 11-4-1550 Operational requirements; and
- 11-4-1560 Screening requirements.

During the period while this Agreement is executory, Developer's, general contractor's or any subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Agreement, constitutes a breach of and an event of default under this Agreement, for which the opportunity to cure, if curable, will be granted only at the sole discretion of the Chief Procurement Officer. Such breach and default entitles the City to all remedies under the Agreement, at law or in equity.

This section does not limit the Developer, general contractor's and its subcontractors' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Agreement.

Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Agreement, and may further affect the Developer's eligibility for future contract awards.

SECTION 34. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on or as of the date first above written.

CITY OF CHICAGO,
an Illinois municipal corporation,
acting by and through its
Department of Planning and Development

By: _____
Lori T. Healey
Commissioner

MANSION VIEW DEVELOPMENT CORPORATION,
an Illinois corporation

By: _____
Its: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Lori T. Healey, personally known to me to be the Commissioner of Planning and Development of the City of Chicago, an Illinois municipal corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and, being first duly sworn by me, acknowledged that, as the Commissioner, she signed and delivered the foregoing instrument pursuant to authority given by the City of Chicago as her free and voluntary act and as the free and voluntary act and deed of the corporation, for the uses and purposes therein set forth.

GIVEN under my notarial seal this ____ day of _____, _____.

NOTARY PUBLIC

10/4/2006

REPORTS OF COMMITTEES

87247

STATE OF ILLINOIS)

) SS.

COUNTY OF COOK)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the President of Mansion View Development Corporation, an Illinois corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and, being first duly sworn by me, acknowledged that s/he signed and delivered the foregoing instrument pursuant to authority given by Mansion View Development Corporation, as her/his free and voluntary act and as the free and voluntary act and deed of Mansion View Development Corporation, for the uses and purposes therein set forth.

GIVEN under my notarial seal this ____ day of _____, _____.

NOTARY PUBLIC

(Sub)Exhibit "A".

(To Agreement With Mansion View Development Corporation
For Sale And Redevelopment Of Land)

Legal Description Of Property (subject to title and survey):

(To come)

Address:

622 East 42nd Street
Chicago, Illinois 60653.

Permanent Index Number:

20-03-218-039.

(Sub)Exhibit "B".

(To Agreement With Mansion View Development Corporation
For Sale And Redevelopment Of Land)

Legal Description Of Development Parcel (subject to title and survey):

(To Come)

Address:

_____ Street
Chicago, Illinois 60653.

Permanent Index Number:

_____.

(Sub)Exhibit "C".
(To Agreement With Mansion View Development Corporation
For Sale And Redevelopment Of Land)

Narrative Description Of Project.

The Project shall consist of two (2) all masonry two and one-half (2½) story townhomes. The building will have all-masonry construction with facades designed to compliment the existing architecture of the neighborhood. The individual units will have four (4) bedrooms and three and one-half (3½) baths. They will contain approximately two thousand eight hundred (2,800) square feet of living space and will include two (2) car garages.

AMENDMENT OF PRIOR ORDINANCE WHICH AUTHORIZED
EXECUTION OF REDEVELOPMENT AGREEMENT WITH
BOULEVARD REDEVELOPMENT ALLIANCE UNDER
NEW HOMES FOR CHICAGO PROGRAM.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Housing extending an agreement with Boulevard Redevelopment Alliance pursuant to the New Homes for Chicago Program, having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a vote of the members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

On motion of Alderman Suarez, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 45.

Nays -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of government pursuant to Section 6(a), Article VII of the 1970 Constitution of the State of Illinois and may exercise any power related to its local government and affairs; and

WHEREAS, The City Council, by ordinance first adopted on June 7, 1990 and published in the *Journal of Proceedings of the City Council of the City of Chicago* ("*Journal*") for such date at pages 17038 -- 17045, as most recently amended and restated by that certain ordinance adopted April 26, 2006 and published in the *Journal* for such date at pages 75201 -- 75212 (the "Program Ordinance"), has established the New Homes For Chicago Program (the "New Homes Program") to assist with the construction of affordable, new, high-quality, owner-occupied housing and authorized the Commissioner ("Commissioner") of the Department of Housing ("D.O.H.") to identify City-owned vacant lots which are appropriate for sale to qualified developers of affordable homes at a price per lot equal to its fair market value less a discount not to exceed Fifty Thousand and no/100 Dollars (\$50,000.00) per lot; and

WHEREAS, Pursuant to ordinance adopted by the City Council of the City (the "City Council") on June 6, 2001 and published in the *Journal of Proceedings of the City Council of the City of Chicago* for such date at pages 59970 -- 59976, the City Council has previously approved the participation of and the conveyance of certain City-owned parcels to Boulevard Redevelopment Alliance, L.L.C., an Illinois limited liability (the "Developer") for construction of homes under the New Homes Program; and

WHEREAS, Pursuant to such ordinances and the New Homes Program, the City and the Developer have entered into that certain "Redevelopment Agreement New Homes For Chicago Program Boulevard Redevelopment Alliance, L.L.C." dated as

of February 7, 2003 and recorded in the Recorder's Office of Cook County on February 14, 2003 Number 0030217029 (the "Redevelopment Agreement"); and

WHEREAS, Section 4.7 of the Redevelopment Agreement obligated the Developer to complete the construction of all homes within eighteen (18) months of the execution date of the Redevelopment Agreement; and

WHEREAS, To date the Developer has constructed thirteen (13) homes; and

WHEREAS, D.O.H. and the Developer would like to extend the completion date in Section 4.7 to permit the City-owned lots identified in the Redevelopment Agreement but not yet conveyed (the "Remaining Parcels"), which Remaining Parcels are also identified on Exhibit A to this ordinance, to be conveyed and additional homes to be constructed on the Remaining Parcels in accordance with the Program and related agreements, as amended hereby; and

WHEREAS, D.O.H. also desires to amend the Redevelopment Agreement to incorporate certain terms from the recently amended and restated Program Ordinance and to modify the certain of the Developer's obligations under the Redevelopment Agreement in connection with the conveyance of the Remaining Parcels; and

WHEREAS, In connection with the Developer's construction of the homes on the Remaining Parcels, D.O.H. desires to waive certain fees and charges, as provided for under the Program Ordinance; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The above findings and recitals are hereby incorporated by reference and constitute a material part of this ordinance.

SECTION 2. The conveyance of the Remaining Parcels to Developer is hereby approved, provided, however that in no instance shall of the Remaining Parcels be conveyed after September 1, 2007. The construction of homes on the remaining City lots shall be completed not later than March 1, 2008. Such conveyance and the development of homes on the Remaining Parcels shall be further subject to the terms and conditions set forth in the prior project ordinances recited above, the amended and restated Program Ordinance and the amendment described in Section 3 below.

SECTION 3. The Commissioner, or a designee of the Commissioner, is authorized to execute a First Amendment to Redevelopment Agreement in substantially the form of Exhibit B to this ordinance (the "First Amendment"), and such other documents as may be necessary to effectuate the transaction described herein, subject to the approval of the Corporation Counsel.

SECTION 4. The waiver of the City fees and charges listed on Exhibit C attached hereto with respect to the construction of the Homes on the Parcels is hereby approved.

SECTION 5. The Mayor or his proxy is authorized to execute, and the City Clerk or Deputy City Clerk is authorized to attest, quitclaim deeds conveying the Remaining Parcels to the Developer from time to time, subject to the terms and conditions of the Project Ordinance and the Redevelopment Agreement and the First Amendment, and any covenants, conditions and restrictions set forth therein.

SECTION 6. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance. The provisions of Municipal Code Chapter 2-44-090 shall not apply to the New Homes Program.

SECTION 7. All ordinances, resolutions, motions or orders inconsistent with this ordinance are hereby repealed to the extent of such conflict.

SECTION 8. This ordinance shall take effect immediately upon its passage and approval.

Exhibits "A", "B" and "C" referred to in this ordinance read as follows:

Exhibit "A".
(To Ordinance)

Remaining Parcels.

(Subject To Final Title Commitment And Survey)

Address	Permanent Index Number
5401 South Morgan Street	20-08-427-038
5403 South Morgan Street	20-08-427-038
5407 South Morgan Street	20-08-427-038 (former address of 5405 South Morgan Street)
5409 South Morgan Street	20-08-427-038 (former address of 5407 South Morgan Street)

Address	Permanent Index Number
5413 South Morgan Street	20-08-427-038
5415 South Morgan Street	20-08-427-038
941 West 54 th Street	20-08-427-040
931 West 54 th Street	20-08-427-040
939 West 54 th Street	20-08-427-040
935 West 54 th Street	20-08-427-040

Exhibit "B".
(To Ordinance)

First Amendment To Redevelopment Agreement.

This first amendment to redevelopment agreement ("First Amendment"), dated as of _____, 2006, is made by and between the City of Chicago, an Illinois municipal corporation, having its offices at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602 ("City"), acting by and through its Department of Housing ("D.O.H.") and Boulevard Redevelopment Alliance, L.L.C., an Illinois limited liability company, having its principal office at 2850 South Michigan Avenue, Chicago, Illinois 60616 ("Developer"). Capitalized terms not otherwise defined herein shall have the meaning given in the Original Redevelopment Agreement (as defined below).

Recitals.

A. The City, as a home rule unit under the 1970 Constitution of the State of Illinois, has the authority to promote the health, safety and welfare of its inhabitants, to prevent the spread of blight and to encourage private development in order to enhance the local tax base and create employment, and to enter into contractual agreements with third parties for the purpose of achieving the aforesaid purposes.

B. Pursuant to ordinance adopted by the City Council of the City of Chicago (the "City Council") on June 6, 2001 and published in the *Journal of Proceedings of the*

City Council of the City of Chicago for such date at pages 59970 -- 59976, the City Council has previously approved the participation of and the conveyance of certain City-owned parcels to the Developer for construction of homes under the New Homes Program.

C. Pursuant to such ordinances and the New Homes Program, the City and the Developer have entered into that certain "Redevelopment Agreement New Homes For Chicago Program Boulevard Redevelopment Alliance, L.L.C." dated as of February 7, 2003 and recorded in the Recorder's Office of Cook County on February 14, 2003 as Document Number 0030217029 (the "Original Redevelopment Agreement", and, as amended hereby, the "Redevelopment Agreement").

D. Section 4.7 of the Original Redevelopment Agreement obligated the Developer to complete the construction of all homes within eighteen (18) months of the execution date of the Original Redevelopment Agreement. To date, the Developer has constructed thirteen (13) homes. D.O.H. and the Developer are entering into this First Amendment to extend the completion date in Section 4.7 to permit certain additional City-owned lots (the "Remaining Parcels"), which Remaining Parcels are identified on (Sub)Exhibit A to this First Amendment, to be conveyed and additional Single-Family Homes to be constructed on the Remaining Parcels.

E. Since the recording of the Original Redevelopment Agreement, the City Council, by ordinance adopted on April 26, 2006 and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages 75201 -- 75212 (the "Restated Program Ordinance") has revised and updated the New Homes Program by, among other things, increasing the maximum lot value for City lots that may be conveyed to developers to Fifty Thousand and no/100 Dollars (\$50,000.00) per lot, increasing the maximum base purchase, and making the other changes described in the Restated Program Ordinance.

F. D.O.H. and the Developer also desire to amend the Redevelopment Agreement to incorporate certain terms from the Restated Program Ordinance and to modify certain of the Developer's obligations under the Redevelopment Agreement in connection with the conveyance of the Remaining Parcels.

Now, Therefore, In consideration of the above recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1.

Incorporation Of Recitals.

The recitals set forth above constitute an integral part of this First Amendment and are incorporated herein by this reference as if fully set forth herein.

Section 2.

Conflict.

In the event of a conflict between the terms of the Original Redevelopment Agreement and the terms of this First Amendment, the terms of this First Amendment shall govern and control.

Section 3.

Amendments To Price Limits.

(a) The references to "Twenty Thousand Dollars (\$20,000)" in Recital H and Section 4.5(b)(l) of the Original Redevelopment Agreement, shall be amended to read "Fifty Thousand Dollars (\$50,000)", which is the maximum fair market value for City Lots under the Restated Program Ordinance. Such revised limit shall apply to the Remaining Parcels, together with the recapture provisions in Section 8(a) of the Restated Program Ordinance, which recapture provisions shall apply to the full fair market value of the Remaining Parcels (i.e., to both to the first Fifty Thousand Dollars (\$50,000) in value, and to any excess value over Fifty Thousand Dollars (\$50,000)) and shall supersede the recapture provisions in Section 4.5(b)(1) of the Original Agreement.

(b) The references to the maximum base purchase price for Single-Family Homes in Section 3.1 and Section 5.1(a) the Original Redevelopment Agreement are hereby increased to One Hundred Ninety-five Thousand Dollars (\$195,000), which is the maximum base purchase price under the Restated Project Ordinance. Such maximum limit shall apply to the Single-Family Homes built on the Remaining Parcels.

Section 4.

Incorporation Of Representations And Warranties.

The representations and warranties of the Developer in the Original Redevelopment Agreement, including, without limitation, in Section II thereof, are incorporated herein by reference as if fully set forth herein as the restated and continuing representations and warranties of the Developer.

Section 5.

Conveyance Of Remaining Parcels.

The conveyance of the Remaining Parcels shall be governed by the provisions in Section III of the Original Redevelopment Agreement and such provisions are herein incorporated by reference as if fully set forth herein. In no instance shall of the Remaining Parcels be conveyed after September 1, 2007. The construction of Single-Family Homes on the Remaining Parcels shall be completed not later than March 1, 2008. Both such outside dates are subject to extension for the occurrence of any Permitted Delay described in Section 6.2 of the Redevelopment Agreement.

Section 6.

Construction Of The Project.

The construction of Single-Family Homes on the Remaining Parcels shall be governed by the provisions of Section IV of the Original Redevelopment Agreement, and such provisions are herein incorporated by reference as if fully set forth herein, subject, however, to the following modifications. In lieu of the completion deadlines set forth in Section 4.1 and Section 4.7 of the Original Redevelopment Agreement, the Developer shall, subject to the occurrence of Permitted Delays described in Section 6.2 of the Redevelopment Agreement, diligently complete the Project by the dates set forth in Section 5 of this First Amendment. The Commissioner of D.O.H. shall have discretion, but no obligation, to extend such dates by executing a written amendment to the Redevelopment Agreement extending such time period by up to six (6) months for good cause shown. (Sub)Exhibit F to the Original Redevelopment Agreement is hereby amended and replaced by (Sub)Exhibit B to this First Amendment, which sets forth the revised construction schedule for the Project.

In connection with the construction of Single-Family Homes on the Remaining Parcels, the City shall continue to make available the Development Subsidy described in Section 4.5(b)(2) of the Original Agreement, the Purchase Price Subsidy described in Section 4.5(b)(3) of the Original Agreement (with an increase from ninety percent (90%) to one hundred percent (100%) in the upper household income limit for eligible homebuyers) and the HOME Purchase Price Subsidy described in Section 4.5(b)(4) of the Original Agreement, but the E.Z./E.C. Purchase Price Subsidy described in Section 4.5(b)(5) of the Original Agreement shall no longer be made available. Upon the Developer's written request, D.O.H., in its sole discretion, may also elect to make available with respect to the Single-Family Homes on the Remaining Parcels the D.D.A. Purchase Price Subsidy described in Section 7(e) of the Restated Program Ordinance.

Section 7.

Program Covenants.

The New Homes Program covenant provisions set forth in Section V of the Original Redevelopment Agreement shall apply to the construction of Single-Family Homes on the Remaining Parcels and such provisions are herein incorporated by reference as if fully set forth herein, subject, however, to the following modifications, all of which make provisions of the Restated Program Ordinance applicable to the Project:

- (a) Developer shall advise each homebuyer who executes a purchase contract for a Single-Family Home on a Remaining Parcel that such homebuyer shall be required to execute and record at the time of the homebuyer's closing (and the Developer shall attach as an exhibit to the homebuyer's sales contract) a mortgage, security and recapture agreement in favor of the City (the "City Junior Mortgage"), in the form of (Sub)Exhibit C to this First Amendment, which shall also include the homebuyer's covenant to use the Home as the homebuyer's principal residence, and shall secure all amounts described in the Original Agreement and this First Amendment as being subject to recapture or repayment.
- (b) Homebuyers who execute a purchase contract for a Single-Family Home on a Remaining Parcel may be charged the maximum base purchase price permitted under this First Amendment.

Section 8.

Performance.

The general performance provisions of Section VI of the Original Redevelopment Agreement shall continue to apply to the construction of Single-Family Homes on the Remaining Parcels and such provisions are herein incorporated by reference as if fully set forth herein.

Section 9.

Developer's Employment Obligations.

The Developer's Performance Obligations under Section VII of the Original Redevelopment Agreement shall continue to apply to the construction of Single-

Family Homes on the Remaining Parcels and such provisions are herein incorporated by reference as if fully set forth herein, except that M.B.E./W.B.E. testing under Section 7.3 shall be based on a twenty-four percent (24%) M.B.E. participation requirement and a four percent (4%) W.B.E. participation requirement.

Section 10.

Miscellaneous Provisions.

The Miscellaneous Provisions of Section VIII of the Original Redevelopment Agreement shall continue to apply to the construction of Single-Family Homes on the Remaining Parcels and such provisions are herein incorporated by reference as if fully set forth herein, except that notices to the Corporation Counsel under Section 8.8 of the Redevelopment shall be sent to:

City of Chicago
Department of Law
121 North LaSalle Street, Room 600
Chicago, Illinois 60602
Attention: Real Estate and Land-Use Division

Section 11.

Business Relationships.

Developer acknowledges (A) receipt of a copy of Section 2-156-030(b) of the Municipal Code of Chicago, (B) that it has read such provision and understands that pursuant to such Section 2-156-030(b) it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (c) notwithstanding anything to the contrary contained in this First Amendment, that a violation of Section 2-156-030(b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this First Amendment shall be grounds for termination of the Redevelopment Agreement and the transactions

contemplated hereby. Developer hereby represents and warrants that no violation of Section 2-156-030(b) has occurred with respect to this Redevelopment Agreement or the transactions contemplated hereby.

Section 12.

Patriot Act Certification.

Developer represents and warrants that neither Developer nor any Affiliate thereof (as defined in the next paragraph) is listed on any of the following lists maintained by the Office of Foreign Assets Control of the United States Department of the Treasury, the Bureau of Industry and Security of the United States Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

As used in the above paragraph, an "Affiliate" shall be deemed to be a person or entity related to Developer that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with Developer, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

Section 13.

*Prohibition On Certain Contributions --
Mayoral Executive Order 05-01.*

Developer agrees that Developer, any person or entity who directly or indirectly has an ownership or beneficial interest in Developer of more than seven and five-tenths percent (7.5%) ("Owners"), spouses and domestic partners of such Owners, Developer' contractors (i.e., any person or entity in direct contractual privity with Developer regarding the subject matter of the Redevelopment Agreement) ("Contractors"), any person or entity who directly or indirectly has an ownership or beneficial interest in any Contractor of more than seven and five-tenths percent (7.5%) ("Subowners") and spouses and domestic partners of such Subowners

(Developer and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fund-raising committee (i) after execution of this First Amendment by Developer, (ii) while the Redevelopment Agreement or any Other Contract is executory, (iii) during the term of the Redevelopment Agreement or any Other Contract between Developer and the City, or (iv) during any period while an extension of the Redevelopment Agreement or any Other Contract is being sought or negotiated.

Developer represents and warrants that from the later of (i) February 10, 2005, or (ii) the date the City approached Developer or the date Developer approached the City, as applicable, regarding the Original Redevelopment Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fund-raising committee.

Developer agrees that it shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fund-raising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

Developer agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order Number 05-1 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order Number 05-1.

Developer agrees that a violation of, noncompliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order Number 05-1 constitutes a breach and default under the Redevelopment Agreement, and under any Other Contract for which no opportunity to cure will be granted, unless the City, in its sole discretion, elects to grant such an opportunity to cure. Such breach and default entitles the City to all remedies (including without limitation termination for default) under the Redevelopment Agreement, under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Developer intentionally violates this provision or Mayoral Executive Order Number 05-1 prior to the closing of this First Amendment, the City may elect to decline to close the transaction contemplated by this First Amendment.

For purposes of this provision:

"Bundle" means to collect contributions from more than one source which are

then delivered by one person to the Mayor or to his political fund-raising committee.

“Other Contract” means any other agreement with the City of Chicago to which Developer is a party that is (i) formed under the authority of Chapter 2-92 of the Municipal Code of Chicago; (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the City Council of the City of Chicago.

“Contribution” means a “political contribution” as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

Individuals are “Domestic Partners” if they satisfy the following criteria:

- (A) they are each other’s sole domestic partner, responsible for each other’s common welfare; and
- (B) neither party is married; and
- (C) the partners are not related by blood closer than would bar marriage in the State of Illinois; and
- (D) each partner is at least eighteen (18) years of age, and the partners are the same sex, and the partners reside at the same residence; and
- (E) two (2) of the following four (4) conditions exist for the partners:
 - 1. The partners have been residing together for at least twelve (12) months.
 - 2. The partners have common or joint ownership of a residence.
 - 3. The partners have at least two (2) of the following arrangements:
 - a. joint ownership of a motor vehicle;
 - b. a joint credit account;
 - c. a joint checking account; and
 - d. a lease for a residence identifying both domestic partners as tenants.
 - 4. Each partner identifies the other partner as a primary beneficiary in a will.

“Political fund-raising committee” means a “political fund-raising committee” as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

Section 14.

Waste Sections.

In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Developer warrants and represents that it, and to the best of its knowledge, its contractors and subcontractors, have not violated and are not in violation of the following sections of the Municipal Code of Chicago (collectively, the “Waste Sections”):

- 7-28-390 -- Dumping on public way;
- 7-28-440 -- Dumping on real estate without permit;
- 11-4-1410 -- Disposal in waters prohibited;
- 11-4-1420 -- Ballast tank, bilge tank or other discharge;
- 11-4-1450 -- Gas manufacturing residue;
- 11-4-1500 -- Treatment and disposal of solid or liquid waste;
- 11-4-1530 -- Compliance with rules and regulations required;
- 11-4-1550 -- Operational requirements; and
- 11-4-1560 -- Screening requirements.

During the period while this Agreement is executory, Developer, Developer's general contractor's or any subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Agreement, constitutes a breach of and an event of default under this Agreement, for which the opportunity to cure, if curable, will be granted only at the sole discretion of the Commissioner. Such breach and default entitles the City to all remedies under the Agreement, at law or in equity. This section does not limit the Developer's, general contractor's and its subcontractors' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Agreement. Noncompliance with these

terms and conditions may be used by the City as grounds for the termination of this Agreement, and may further affect Developer's eligibility for future contract awards.

In Witness Whereof, The parties hereto have executed or caused this First Amendment to be executed as of the date first written above.

City of Chicago, acting by and through its Department of Housing

By: _____
John Markowski,
Commissioner

Boulevard Redevelopment Alliance,
L.L.C., an Illinois limited liability company

By: _____

State of Illinois)
)SS.
County of Cook)

I, _____, a notary public in and for said County, in the State aforesaid, do hereby certify that John Markowski, personally known to me to be the Commissioner of the Department of Housing of the City of Chicago, a municipal corporation and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and being first duly sworn by me acknowledged that as such Commissioner, he signed and delivered the said instrument, pursuant to authority given by the City of Chicago, as his free and voluntary act and as the free and voluntary act and deed of said City, for the uses and purposes therein set forth.

Given under my hand and notarial seal this ____ day of _____, 2006.

Notary Public

[Seal]

State of Illinois)
)SS.
County of Cook)

I, _____, a notary public in and for the said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the _____ of Boulevard Alliance, L.L.C., and Illinois limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and being first duly sworn by me acknowledged that as such he signed and delivered the said instrument, pursuant to the authority given by the bylaws and board of such corporation, as his free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this ____ day of _____, 2006.

Notary Public

[Seal]

[(Sub)Exhibit "A" referred to in this First Amendment to Redevelopment Agreement with Boulevard Redevelopment Alliance, L.L.C. constitutes Exhibit "A" to ordinance and printed on pages 87252 and 87253 of this *Journal*.]

[(Sub)Exhibits "B" and "C" referred to in this First Amendment to Redevelopment Agreement with Boulevard Redevelopment Alliance, L.L.C. unavailable at time of printing.]

Exhibit "C".
(To Ordinance)

Fee Waivers.

(New Homes For Chicago And City Lots For City Living Programs)

Department Of Construction And Permits.

Plan review permit and field inspection fees are to be paid in full for the first unit of each unit type; the fees paid for each successive unit type would be reduced by fifty percent (50%). The fee reduction is not applicable to the electrical permit.

Department Of Housing.

Trees and sod in parkways are provided on an as-needed basis in coordination with the Department of Transportation's reconstruction of sidewalks, curbs and gutters.

Department Of Planning And Development.

Open Space Impact fees are not waived. For the New Homes for Chicago or City Lots for City Living programs, an Open Space Impact fee of One Hundred Dollars (\$100) per unit shall be assessed to the developer to be paid to the City of Chicago as a condition of issuance of a building permit.

Department Of Water Management.

Connection fees are waived. Inspection fees are waived. Tap fees are waived. Demolition fees for existing water tap are waived. Water liens against City-owned lots only are waived. (B-boxes, meters and remote readouts are not waived and need to be purchased.)

Department Of Streets And Sanitation.

Street opening or patching fees, deposits or bonds are not waived at this time.

Department Of Transportation.

Curbs, gutters and sidewalks are provided on an as-needed basis. Street and alley repairs or repaving are not provided through the New Homes for Chicago or City Lots for City Living programs.

Department Of Zoning.

Zoning approval is required as part of the building permit process and is covered under the building permit fee schedule described above. However, any private legal work, such as give notice to nearby property owners if a zoning change is requested, is not waived.

AMENDMENT OF PRIOR ORDINANCE WHICH AUTHORIZED
EXECUTION OF REDEVELOPMENT AGREEMENT WITH
18TH STREET PROPERTY L.L.C. REGARDING
SCHOENHOFEN BUILDING.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Planning and Development authorizing an amendment to a previously executed land sale agreement regarding the Schoenhofen Building, having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a vote of the members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

On motion of Alderman Suarez, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 45.

Nays -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois and may exercise any power related to its local governmental affairs; and

WHEREAS, Pursuant to an ordinance approved by the City Council of the City (the "City Council") on February 16, 1989, and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages 25018 through 25022 (the "February 1989 Ordinance"), the City and Observer's Investment Company, an Illinois corporation ("Original Developer"), have previously

entered into that certain "Agreement for the Sale and Redevelopment of Land, 16th /Canal Commercial District", dated May 29, 1990, and recorded with the Office of the Recorder of Deeds of Cook County, Illinois on August 8, 1990, as Document Number 90385493 (the "Original Agreement"); and

WHEREAS, Pursuant to the Original Agreement, the City conveyed to the Original Developer the property commonly known as 500 West 18th Street (the "Powerhouse Property"), 530 West 18th Street (the "Administration Property") and 1621 -- 1701 South Clinton Street (the "Consolidated Wire Property") (collectively, the "Property") pursuant to the City's quitclaim deed dated August 7, 1990, and recorded with the Office of the Recorder of Deeds of Cook County, Illinois, on August 8, 1990, as Document Number 90385494 (the "City Deed"); and

WHEREAS, The Property was and presently is improved with three (3) buildings, commonly referred to as the Schoenhofen Brewery Powerhouse (the "Powerhouse") the Schoenhofen Administration Building (the "Administration Building") and the Consolidated Wire Building; and

WHEREAS, Pursuant to the Original Agreement, the City Deed has imposed certain covenants running with the land relating to: devoting the Property in accordance with the uses set forth in the Original Agreement and the Redevelopment Plan for the 16th /Canal Commercial District Project (clause 1); the rehabilitation, preservation and maintenance of the historic facades of the Powerhouse and Administration Building (collectively, the "Designated Feature") (clause 2); the preservation, protection, enhancement and perpetual nature of the Designated Feature (clause 3); alterations to the Designated Feature (clause 4); an amendment of the Original Agreement following the completion of any significant alteration to the Designated Feature (clause 5); maintenance of the Designated Feature (clause 6); insurance (clause 7); inspection (clause 8); default (clause 9); and certain nondiscrimination requirements (clause 11) (collectively the "City Deed Restrictions"); and

WHEREAS, Section 7 of the Original Agreement required the Original Developer to perform certain construction and rehabilitation ("Renovation") with respect to the Powerhouse, Administration Building and Consolidated Wire Building; and

WHEREAS, The City executed a Certificate of Completion and Confirmation of Certain Covenants with respect to the Renovation of the Powerhouse, dated June 29, 1995, and recorded with the Office of the Recorder of Deeds of Cook County, Illinois, on June 29, 1995, as Document Number 95426793 (the "Powerhouse Completion Certificate"); and

WHEREAS, The City executed a Certificate of Completion and Confirmation of Certain Covenants with respect to the Renovation of the Consolidated Wire

Building, dated June 29, 1995, and recorded with the Office of the Recorder of Deeds of Cook County, Illinois on June 29, 1995, as Document Number 95426794 (the "Consolidated Wire Building Completion Certificate"); and

WHEREAS, The City and the Original Developer entered into that certain "First Amendment to Agreement for the Sale and Redevelopment of Land 16th/Canal Commercial District and Modification of Deed", dated as of July 5, 1995, and recorded with the Office of the Recorder of Deeds of Cook County, Illinois on August 1, 1995, as Document Number 95504907 (the "First Amendment"; the Original Agreement, as amended by the First Amendment is known as the "First Amended Agreement"); and

WHEREAS, The First Amendment included an extension of time (through July 4, 2000) for the Original Developer's completing certain historic restoration work with respect to the Administration Building; and

WHEREAS, The Original Developer and its successor-in-interest have not completed the historic restoration work for the Administration Building; and

WHEREAS, The City issued a consent certificate, dated April 14, 1999 (the "April 1999 Consent Certificate"), evidencing the City's consent to the Original Developer's conveyance of all right, title and interest in the Property to 18th Street Property, L.L.C. ("18L.L.C."); and

WHEREAS, The April 1999 Consent Certificate was recorded with the Office of the Recorder of Deeds of Cook County, Illinois on April 16, 1999, as Document Number 99369400; and

WHEREAS, The City recorded as a corrected and clarified April 1999 Consent Certificate with the Office of the Recorder of Deeds of Cook County, Illinois, on June 1, 1999, as Document Number 99521876; and

WHEREAS, The Original Developer was not required to obtain the City's consent for the transfer of the Powerhouse Property and Consolidated Wire Property because the City had previously issued the Powerhouse Completion Certificate and the Consolidated Wire Building Completion Certificate; and

WHEREAS, Pursuant to an ordinance adopted by the City Council on January 11, 2005, and published at pages 41231 through 41246 and at 41251 in the *Journal* of such date (the "January 2005 Zoning Ordinance"), the City Council zoned an area which includes the Property as C3-3; and

WHEREAS, 18L.L.C. now desires to sell the Administration Property to Graceland Development Ltd., an Illinois corporation ("Graceland"), having its principal offices

at 613 West 16th Street, Chicago, Illinois 60616, or to a different entity or individual, subject to the approval of the Commissioner of the Department of Planning and Development; and

WHEREAS, The proposed conveyance of the Administration Property requires the City's consent; and

WHEREAS, The City and 18L.L.C. desire to update certain redevelopment obligations and provisions set forth in the First Amended Agreement, including provisions relating to the City's approval of conveyances of the Administration Property; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The foregoing recitals are hereby adopted as the findings of the City Council.

SECTION 2. The Commissioner of the Department of Planning and Development (the "Commissioner") or a designee of the Commissioner is each hereby authorized, with the approval of the City's Corporation Counsel as to final form and legality, to negotiate, execute and deliver the "Second Amendment to Agreement for the Sale and Redevelopment of Land 16th/Canal Commercial District and Modification of Deed", in substantially the form of Exhibit A to this ordinance (the "Second Amendment") and such other supporting documents as may be necessary or appropriate to carry out and comply with the provisions of the Second Amendment, with such changes, deletions and insertions as shall be approved by the persons executing the Second Amendment.

SECTION 3. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 4. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 5. This ordinance shall take effect immediately upon its passage and approval.

Exhibit "A" referred to in this ordinance reads as follows:

This Second Amendment to the Agreement for the Sale and Redevelopment of Land, 16th-Canal Commercial District ("Second Amendment") is entered into as of the ___ day of _____, 200_ ("Second Amendment Execution Date"), by and between the City of Chicago, an Illinois municipal corporation (the "City"), acting by and through its Department of Planning and Development ("DPD"), having its principal offices at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602, and 18th Street Property, L.L.C., an Illinois limited liability company ("Purchaser"), having its principal offices at 907 Jackson Avenue, River Forest, Illinois 60305. Capitalized terms not otherwise defined herein shall have the meaning given in the Agreement or First Amendment (each as defined below). Capitalized terms that are defined in the Agreement or the First Amendment and are redefined herein using the same defined term shall have the meaning given herein.

RECITALS

A. Whereas, pursuant to an ordinance approved by the City Council of the City (the "City Council") on February 16, 1989, and published in the Journal of Proceedings of the City Council for such date at pages 25018 through 25022 (the "February 1989 Ordinance"), the City and Observer's Investment Company, an Illinois corporation ("Original Developer"), have entered into that certain "Agreement for the Sale and Redevelopment of Land, 16th-Canal Commercial District," dated May 29, 1990, and recorded with the Office of the Recorder of Deeds of Cook County, Illinois ("Recorder"), on August 8, 1990, as document #90385493 (the "Agreement"); and

B. Whereas, pursuant to the Agreement, the City conveyed to the Original Developer

the property commonly known as 500 West 18th Street (the "Powerhouse Property"), 530 West 18th Street (the "Administration Property") and 1621-1701 South Clinton Street (the "Consolidated Wire Property"), each of which is legally described in Exhibit A attached hereto and made a part hereof (the Powerhouse Property, Administration Property and Consolidated Wire Property are collectively known as the "Property"), pursuant to the City's quitclaim deed dated August 7, 1990, and recorded with the Recorder, on August 8, 1990, as document number 90385494 (the "Deed"); and

C. Whereas, the Property was and is now improved with three buildings, commonly referred to as the Schoenhofen Brewery Powerhouse ("Powerhouse"), the Schoenhofen Brewery Administration Building ("Administration Building"), and the Consolidated Wire Building ("Wire Building"); and

D. Whereas, pursuant to the Agreement, the Deed has imposed certain covenants running with the land relating to: devoting the Property in accordance with the uses set forth in the Agreement and the Redevelopment Plan for the 16th-Canal Commercial District Project (clause 1); the restoration, preservation and maintenance of the exterior facades of the Powerhouse and Administration Building (the exterior facades of each one of those buildings is a "Designated Feature" and the exterior facades of both of those buildings are the "Designated Features") (clause 2); the preservation, protection, enhancement and perpetual nature of the Designated Features (clause 3); alterations to the Designated Features (clause 4); amendment to the Agreement following the completion of any significant alteration to a Designated Feature (clause 5); maintenance of the Designated Features (clause 6); insurance (clause 7); inspection (clause 8); default (clause 9); and certain non-discrimination requirements (clause 11) (collectively the "Deed Restrictions"); and

E. Whereas, the Powerhouse, Powerhouse Property, Administration Building and Administration Property have been designated as official city landmarks by the City Council of the City; and

F. Whereas, the Agreement (including the use of the terms "Designated Feature" and "Designated Features" in Agreement, as amended) and the Deed and any amendments to either or both of those documents do not supercede or in any way amend the City Council's designation of the Powerhouse, Powerhouse Property, Administration Building and Administration Property as "Chicago Landmarks" and do not limit the applicability of any laws, ordinances, rules or regulations that apply to City landmarks; and

G. Whereas, Section 7 of the Agreement required the Original Developer to perform certain construction and rehabilitation with respect to the Powerhouse, Administration Building and Wire Building; and

H. Whereas, pursuant to the terms of the Agreement, the City executed a Certificate of Completion and Confirmation of Certain Covenants with respect to the renovation of the

Powerhouse, dated June 29, 1995, and recorded with the Recorder, on June 30, 1995, as document number 95426793 (the "Powerhouse Certificate of Completion"), in which the City certified that the Original Developer had performed its historic restoration obligations with regard to the Powerhouse and the City terminated any right, title and interest that the City may have in the Powerhouse Property derived from the terms and conditions of the Agreement and the Deed, including any right of reverter; and

I. Whereas, the Powerhouse Certificate of Completion further provided that the following obligation and covenants survive the City's issuance of the Powerhouse Certificate of Completion: (i) the Original Developer's obligation to devote the Powerhouse Property solely for the uses permitted under the terms of the Redevelopment Plan for the 16th-Canal Commercial District for the duration of the time specified in that redevelopment plan and (ii) the covenants contained in Sections 4 through 11 of the Deed; and

J. Whereas, pursuant to the terms of the Agreement, the City executed a Certificate of Completion and Confirmation of Certain Covenants with respect to the renovation of the Wire Building, dated June 29, 1995, and recorded with the Recorder, on June 30, 1995, as document number 95426794 (the "Wire Building Certificate of Completion"), in which the City certified that the Original Developer had performed its renovation obligations with regard to the Wire Building and the City terminated any right, title and interest that the City may have in the Wire Building derived from the terms and conditions of the Agreement and the Deed, including any right of reverter; and

K. Whereas, the Wire Building Certificate of Completion further provided that the following obligation and covenants survive the City's issuance of the Wire Building Certificate of Completion: (i) the Original Developer's obligation to devote the Wire Building Property solely for the uses permitted under the terms of the Redevelopment Plan for the 16th-Canal Commercial District for the duration of the time specified in that redevelopment plan and (ii) the covenants contained in Section 11 of the Deed; and

L. Whereas, the City and Purchaser entered into that certain "First Amendment to Agreement for the Sale and Redevelopment of Land 16th-Canal Commercial District and Modification of Deed" dated as of July 5, 1995, and recorded with the Recorder on August 1, 1995 as document #95504907 (the "First Amendment"; the Agreement, as amended by the First Amendment is known as the "First Amended Agreement"); and

M. Whereas, the First Amendment provided at paragraph number 5:

"The parties acknowledge and agree that the City no longer intends to issue a Final Certificate affecting the Property. Section 8 of the Agreement is hereby amended by deleting in its entirety the final paragraph of said Section appearing on page 8 of the Agreement commencing with the phrase "After the DED..." and ending with the phrase "... by the Agreement." In addition, the references to the

Final Certificate contained in paragraphs 12 (B) (C), and (D) of the Deed are hereby deleted and the following is substituted, "Until the City issues its Certificate". Notwithstanding anything contained in the Agreement or the Deed to the contrary, the parties acknowledge and agree that, since the City has previously issued a Certificate with regard to the Consolidated Wire Building (and the adjacent property legally described in said Certificate) and the Powerhouse (and the adjacent property legally described in said Certificate), any rights that the City retains with regard to the Consolidated Wire Building (and the adjacent property legally described in said Certificate) and the Powerhouse (and the adjacent property legally described in said Certificate) are contained solely in such respective Certificates, and that any other rights that the City might have possessed with regard to the Consolidated Wire Building (and the adjacent property legally described in said Certificate) and the Powerhouse (and the adjacent property legally described in said Certificate), including any rights the City had until a Final Certificate was to be issued, have been extinguished by the issuance of the Certificates."; and

N. Whereas, the City issued its consent certificate, dated April 14, 1999, and recorded with the Recorder on April 16, 1999, as document number 99369400 (and re-recorded, as corrected and clarified, on June 1, 1999, as document number 99521876) whereby the City consented to the Original Developer's conveyance of all right, title and interest in the Property to Purchaser; and

O. Whereas, the Original Developer conveyed all right, title and interest in the Property to Purchaser, pursuant to the Original Developer's warranty deed dated June 24, 1999, and recorded with the Recorder, on June 30, 1999, as document number 99630507; and

P. Whereas, the Original Developer was in 1999, and is now, only required to obtain the City's consent for the conveyance of the Administration Property because the City had previously issued the Powerhouse Certificate of Completion and the Wire Building Certificate of Completion; and

Q. Whereas, pursuant to an ordinance adopted by the City Council on January 11, 2005, and published at pages 41231 through 41246 and at 41251 in the Journal of Proceedings of the City Council of such date (the "January 2005 Zoning Ordinance"), the City Council zoned certain property, including the Administration Property, as C3-3; and

R. Whereas, Purchaser proposes to use the Administration Property for uses consistent with the January 2005 Zoning Ordinance; and

S. Whereas, the Agreement stated as Section 28:

"Amendment. For purposes of furthering the preservation of the

Designated Feature and of furthering the other purposes set forth in the Agreement and to meet unforeseen future conditions, the City and Purchaser agree that the Agreement may be amended from time to time by mutual consent of the parties in writing. Such amendment shall become effective upon its recording in accordance with the procedures described in section 29 below."; and

T. Whereas, the City and Purchaser wish to amend the Agreement for the purposes of furthering the preservation of the Designated Features and to meet unforeseen conditions; and

U. Now therefore, in consideration of the above recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENTS

1. **Incorporation of Recitals.** The recitals set forth above represent the agreements of the parties, constitute an integral part of this Second Amendment, and are incorporated herein by reference.

2. **Conflict.** In case of a conflict between the terms and conditions of the Agreement, the First Amendment and this Second Amendment, the terms and conditions of this Second Amendment shall govern and control.

3. **Amendments to Agreement.** The following provisions of the Agreement are hereby affirmed, modified, deleted and/or amended as follows.

A. **Sections 2 and 3.** The parties agree that the respective obligations of the Purchaser and the City under Sections 2 and 3 have been performed prior to the date hereof, except for the continuing Agreement obligation to pay real estate taxes attributable to the Property pursuant to Section 3.C. Section 3.C. is amended and restated as follows:

Real Estate Taxes. The City obtained a waiver of general real estate taxes from the date of acquisition of the Property by the City to the date of delivery of the Deed. Purchaser shall be responsible for taxes accruing after the date of delivery. Until the City issues a certification of completion for the Administration Building, Purchaser shall notify the City that the real estate taxes have been paid in full within ten (10) days of such payment."

B. Section 4.

Section 4.A. of the Agreement is deleted. Any good faith deposit, if any, that may have been paid pursuant to the Agreement by Purchaser to the City will be retained by the City.

The parties agree that the obligations of Purchaser under Section 4.B. have been performed prior to the date hereof.

Section 4.C. is hereby re-affirmed as follows: "The City shall be under no obligation to pay interest on the deposits set forth in this section 4."

C. Section 5. Section 5 is hereby amended in its entirety to state as follows:

"Purchaser's total project budget for the work described in Section 6.E. is One Million Seventy Thousand and 00/100 Dollars (\$1,070,000) and is set forth in detail in Exhibit B (the "Total Project Budget"). Not later than forty-five (45) days after the Second Amendment Execution Date, Purchaser shall submit to DPD evidence of funds adequate to finance the work described in Section 6.E. The sufficiency of such evidence shall be solely determined by DPD. Purchaser's failure to obtain the necessary funds or failure to provide DPD with sufficient evidence that financing has been obtained is an 'event of default.'"

D. Section 6. Section 6 is amended as follows:

Sections 6.A. and 6.B. Sections 6.A. and 6.B. are hereby amended to apply solely to the Powerhouse and the Wire Building.

Section 6.C. Sections 6.C. is hereby amended in its entirety to state as follows:

"C. Letter of Credit. Prior to performing work on the Designated Feature of the Administration Building, Purchaser must provide, or cause its general contractor to provide, the City with an unconditional, irrevocable, stand-by letter of credit (the "Letter of Credit"), in a form acceptable to the City, designating the City as the beneficiary and in an amount not less than the cost or the fair market value of the historic restoration of the Designated Feature of the Administration Building. The letter of credit called for in this Agreement must be issued by companies or financial

institutions authorized to do business in Illinois, satisfactory to the City Comptroller, and which have an office in Chicago where the City may draw on the letter of credit. The Letter of Credit secures performance by Purchaser of all contractual obligations relating to the restoration of the Designated Feature of the Administration Building. Purchaser must maintain the Letter of Credit in effect during the entire term of the Agreement and until Purchaser has satisfied all of its obligations pursuant to this Agreement, relating to the restoration of the Designated Feature of the Administration Building, including obtaining a certificate of completion for the Administration Building from DPD and a certificate of occupancy. None of the provisions contained in this Agreement or in the Letter of Credit are to be construed to excuse the faithful performance by Purchaser of the terms and conditions of this Agreement or limit the liability of Purchaser under this Agreement for any and all damages in excess of the amounts of the letter of credit."

Section 6.D. The parties agree that the respective obligations of Purchaser and the City under Section 6.D. have been performed prior to the date hereof.

Section 6.E. Section 6 is amended to include Section 6.E. as follows:

"E. Work on the Administration Property. Within 30 days following the Second Amendment Execution Date, Purchaser shall provide the City (Department of Buildings and DPD) access to the exterior and interior of the Administration Building for purposes of inspecting that building. With respect to the Administration Property, Purchaser shall restore the Designated Feature, remedy all code violations and perform the following work: (a) comprehensive exterior masonry repairs and replacement, as necessary; and (b) replace all windows. As part of completing the work, Purchaser must obtain a certificate of occupancy for the Administration Building. The work must be performed pursuant to the Plans and Specifications (as further described below), in accordance with the First Amended Agreement, as amended by the Second Amendment, and the following:

- The City of Chicago's building permit review procedures and the Landmarks Ordinance, and subject to the review and approval of The Commission on Chicago Landmarks; and
- The Secretary of the Interior's Standards for Rehabilitation of Historic Buildings (rev. 1990, and as amended); and

- Guidelines for Alterations to Historic Buildings and New Construction, adopted by the Commission on Chicago Landmarks on March 4, 1992; and
- Historic photographs and other archival documentation of the building; and
- All applicable federal, state and local laws, ordinances and regulations."

Section 6.F. Section 6 is amended to include Section 6.F. as follows:

"Scope Drawings, Plans and Specifications for the Administration Property. Purchaser has submitted Scope Drawings applicable to the exterior of the Administration Building for DPD's review and approval. If DPD rejects any Scope Drawings it shall inform Purchaser of said rejection within 14 days of Purchaser's submission of such Scope Drawings to DPD. In such event Purchaser shall revise its Scope Drawings in conformity with the requirements of DPD and resubmit them to DPD within 15 days from the date Purchaser received notice of the rejection of its Scope Drawings.

Within forty-five days of receiving approval of the Scope Drawings from DPD, Purchaser shall submit Plans and Specifications to the Landmarks Division of DPD. If DPD rejects such Plans and Specifications it shall inform Purchaser of said rejection within 14 days of Purchaser's submission of the Plans and Specifications to DPD. In such event Purchaser shall revise its Plans and Specifications in conformity with the requirements of DPD and resubmit them to DPD within 15 days from the date Purchaser received notice of the rejection of its Plans and Specifications.

Upon receiving approval of its Plans and Specifications from DPD, Purchaser shall transmit the Plans and Specifications to the City's Department of Construction and Permits ("DCAP") for issuance of the building permit. Purchaser shall notify DPD within five (5) days of the issuance of the building permit by DCAP. Purchaser must submit all necessary documents to DCAP, the City's Department of Transportation and such other City departments or governmental authorities as may be necessary to acquire building permits and other required approvals for the work to be performed on the Administration Property.

The Scope Drawings and Plans and Specifications must at all times conform to all applicable federal, state and local laws, ordinances and regulations. Any City approval of the Scope Drawings, Plans, Specifications or other governmental approvals shall have no effect upon, and shall not operate as a waiver of, Purchaser's obligations to comply with any laws, ordinances and regulations relating to the Administration Property's being a "Chicago Landmark," as that term is described in the Municipal Code of Chicago. Purchaser shall not commence work on the Administration Property until Purchaser has obtained all necessary permits and approvals, including but not limited to DPD's approval of the Scope Drawings and Plans and Specifications and the Commission on Chicago Landmarks' approval with respect to the work affecting the Administration Building's Designated Feature."

E. Section 7. Section 7 is hereby amended in its entirety to state as follows:

"Purchaser shall commence the historic restoration of the Designated Feature of the Administration Building and the other work described in Section 6.E. not later than October 31, 2006, and shall complete the historic restoration of the Designated Feature of the Administration Building and the other work described in Section 6.E. by October 31, 2007; provided, however, DPD shall have discretion to extend the construction commencement and completion dates by issuing a written extension letter. Purchaser shall give written notice to the City within five (5) days after it commences construction.

Purchaser shall procure and maintain or cause to be maintained by its contractors, subcontractors, agents, and/or employees, at all times during the period that work is performed pursuant to the terms of this Agreement, the following insurance coverages:

- (i) commercial general liability insurance with a combined single limit of not less than \$1,000,000.00 per occurrence and not less than \$2,000,000.00 aggregate for bodily injury, personal injury and property damage liability. Coverages shall include the following: all premises and operations, products/completed operations, independent contractors, separation of insureds, defense, and contractual liability (with no limitation

endorsement). The City is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work on the Administration Property.

- (ii) Workers Compensation and Employers Liability Insurance. Workers compensation and employers liability insurance, as prescribed by applicable law covering all employees who are to provide a service under this Agreement and employers liability coverage with limits of not less than \$100,000.00 each accident or illness.
- (iii) Property. Full replacement cost policy for the Administration Building. The City shall be named as a loss payee (subject to the prior rights of any first mortgagee) on all property insurance policies from the Closing Date through the date the City issues the Administration Completion Certificate.

With respect to property insurance, the City will accept an ACORD 28 form. With respect to liability insurance, the City will accept an ACORD 25 form, together with a copy of the endorsement that is added to Purchaser's policy showing the City as an additional insured. The City must be identified as a certificate holder on the insurance certificates.

Copies of said insurance policies shall be delivered to the City and shall provide for not less than thirty (30) days prior written notice to the City by the insurer of any proposed cancellation of any such insurance.

Purchaser agrees for itself, its successors and assigns, and the Deed is deemed amended to contain certain covenants on the part of Purchaser for itself and its successors and assigns, that Purchaser shall promptly begin and diligently complete the historic restoration of the Designated Feature of the Administration Building and the other work described in Section 6.E. within the time period specified herein. It is intended that these agreements and covenants shall be covenants running with the land, binding for the benefit of the community and the City, and enforceable by the City against Purchaser, its successors and assigns to or of the

Administration Property or any per thereof or any interest therein."

F. Section 8. Section 8 of the Agreement is amended in its entirety as follows:

"Pursuant to the First Amendment, the parties acknowledged and agreed that (i) the City no longer intends to issue "Final Certificate" of completion affecting the Property and (ii) the references to the Final Certificate contained in paragraphs 12(B),(C), and (D) of the Deed were deleted and the following was substituted, 'Until the City issues its certificate of completion for the Administration Property.'

DPD shall issue a certificate of completion for the Administration Building ("Administration Completion Certificate") after the following three conditions have been satisfied: (i) Purchaser has completed the historic restoration of the Designated Feature of the Administration Building and the other work described in Section 6.E., in accordance with this Agreement, as amended, (ii) the Designated Feature Amendment (as defined below) has been recorded, and (iii) the City's Department of Buildings and DPD have inspected the interior and exterior of the Administration Building and determined that Purchaser has remedied all code violations.

When Purchaser believes it has fulfilled the three conditions set forth in the preceding paragraph, it shall submit to DPD a written request for the Administration Completion Certificate. Within (90) days after DPD's receipt of Purchaser's request for the Administration Completion Certificate, DPD and the City's Department of Buildings shall undertake an inspection of Administration Property and the Administration Building and thereafter provide Purchaser either with the Administration Completion Certificate or a written statement indicating in adequate detail how Purchaser has failed to complete the restoration of the Designated Feature of the Administration Building in conformity with this Agreement, as amended, and the Drawings as approved by DPD, or has failed to remedy all ordinance violations, or is otherwise in default and what measures or acts will be necessary, in the opinion of DPD, for Purchaser to perform in order to obtain the Administration Completion Certificate. Purchaser shall have a single six (6) month period to correct all such nonconformity or default. Upon compliance with DPD's requirements, Purchaser shall resubmit a written request for a Administration Completion Certificate from DPD.

Before the Administration Completion Certificate can be issued by DPD, Purchaser agrees to provide DPD with three sets of photographs depicting in accurate detail the Designated Feature of the Administration Building. An additional set of photographs shall be prepared in conjunction with an amendment to the Agreement (hereinafter referred to as the "Designated Feature Amendment"). The written text and photographs contained in the Designated Feature Amendment shall represent the restoration of the Designated Feature of the Administration Building of which Purchaser affirmatively agrees to preserve, protect, enhance and perpetuate. The Designated Feature Amendment shall be recorded in conjunction with the procedures described in Section 29 below.

The Administration Completion Certificate shall be a conclusive determination of satisfaction and termination of the covenants in the Agreement and the Deed with respect to the obligations of Purchaser and its successors and assigns to restore the Designated Feature of the Administration Building. The Administration Completion Certificate shall be in recordable form."

G. Section 9. Section 9 of the Agreement is hereby amended in its entirety to state as follows:

"SECTION 9. LIMITED APPLICABILITY. Any approvals of the Scope Drawings and Plans and Specifications made by DPD are for the purposes of the Second Amendment only and do not affect or constitute approvals required for building permits or approvals required pursuant to any other ordinance of the City nor does any approval by DPD pursuant to the Agreement, as amended, constitute approval of the quality, structural soundness or the safety of any improvements located on the Administration Property. DPD, however, agrees to assist Purchaser in expeditiously obtaining approvals for building permits, driveways and median cuts affecting the Administration Property."

H. Sections 10. Sections 10.A. through 10.C. and 10.E. and 10.F. are hereby amended to apply solely to the Consolidated Wire Property and the Powerhouse Property. Section 10 is amended to include Section 10.G., which reads as follows:

"G. RESTRICTIONS ON USE OF THE ADMINISTRATION PROPERTY. Purchaser agrees for itself, its successors and assigns, and every successor in interest to the Administration Property or any part thereof, and the Deed shall be deemed amended to contain covenants on the part of Purchaser for itself, its successors and assigns, and every

successor in interest to the Administration Property or any part thereof, that Purchaser, its successors and assigns, and every successor in interest to the Administration Property or any part thereof:

- i. Shall devote the Administration Property in accordance with the uses set forth in the First Amended Agreement and in accordance with the January 2005 Zoning Ordinance, as that ordinance may be amended from time to time. To the extent the uses of the Administration Property permitted pursuant to the January 2005 Zoning Ordinance, as that ordinance may be amended from time to time, conflict with the uses permitted pursuant applicable to the First Amended Agreement, the uses permitted pursuant to the January 2005 Zoning Ordinance, as that ordinance may be amended from time to time, shall prevail; and
- ii. Shall rehabilitate, preserve and maintain the Designated Features in accordance with the Scope Drawings and the requirements set forth in Section 106 of the National Historic Preservation Act of 1966, the United States Secretary of the Interior's Standards for Rehabilitating Historic Buildings, the Deed and any and all recommendations made by the City's Landmarks Commission; and
- iii. Shall not discriminate based on race, color, religion, sex, national origin or ancestry, military discharge status, sexual orientation, marital status, source of income, age or disability/ handicap in the sale, lease, rental, use or occupancy, of the Administration Property or any improvements located or to be erected thereon; and
- iv. Agrees that, if Purchaser violates any of covenants i. through iii. of this Section 10.G. with respect to the Administration Property prior to the City's issuance of the Administration Completion Certificate, the City shall have the right to re-enter and take possession of the Administration Property in accordance with the provisions described in Section 16(C)(4) below. The right of re-entry described in this covenant 10.G.iv. is in addition to, and not a limitation of, any other rights and remedies the City may have pursuant to the Agreement, as amended, and at law or in equity;

- v. Agrees that, if at anytime Purchaser violates any of covenants G.i. through G.iii. of this Section 10, the City may institute any action available at law or in equity against Purchaser and its successors and assigns; however, the City's right to re-enter the Administration Property is limited as set forth in paragraph G.iv. of this Section 10."

I. **Section 11.** Section 11 of the Agreement is hereby amended in its entirety to state as follows:

"Section 11. PRESERVATION OF THE DESIGNATED FEATURES.

A. Purchaser's Covenants. Purchaser agrees for itself, its successors and assigns, and every successor in interest to the Property and the Historic Buildings, that the Deed shall contain covenants with regard to the historic preservation and enhancement of the Designated Features on the part of Purchaser for itself, its successors and assigns, that Purchaser, its successors and assigns:

1. Shall not demolish, remove or raze the Designated Features;
2. Shall not undertake or permit to be undertaken any of the following changes with regard to the Designated Features, without the express written consent of DPD, which written consent or refusal to grant such consent, including a statement of reasons for refusal, shall be delivered to Purchaser by DPD within thirty (30) days of receipt of Purchaser's written request for such approval:
 - (a) Increase or decrease the height of the Designated Features;
 - (b) Aversely affect the structural soundness of the Designated Features;
 - (c) Make any changes in the Designated Features, including the alteration, partial removal, construction, remodeling or physical or structural change or change in color or surfacing with respect to the appearance or construction of the Designated Features;
 - (d) Erect anything on the Designated Features which would prohibit it from being visible from street level, except for a temporary structure during any period of approved alteration or restoration; or

(e) Undertake any significant reconstruction, repair, repainting or refinishing of the Designated Features that alters its state from the condition as described in the Drawings developed in accordance with this Agreement, as amended, or in the Designated Feature Amendment. Purchaser shall comply with the provisions of subsections (B) and (C) of this section 11 while undertaking any significant reconstruction of the Designated Features. This subsection shall not include ordinary or necessary maintenance as covered in subsection D. below.

B. Amendment to the Agreement. Upon the completion of any significant alteration to a Designated Feature, Purchaser shall prepare an amendment to the Agreement, the form and content of which shall be subject to the sole approval of DPD, which shall describe in written text and photographs the alterations undertaken with regard to the Designated Feature. The amendment, upon its recordation with the proper authorities as described in section 29 below, shall be deemed to refer to the state of the Designated Feature and supercede the Designated Feature Amendment described in Section 8 above.

C. Specification of Work. In the event Purchaser is required to seek the consent of the DPD pursuant to Section 11.A.2. above, Purchaser shall furnish DPD with plans, designs, elevations, specifications and documents relating thereto, including specification of all materials, colors and construction techniques to be used in any such work and photographs of the subject area as it appears at the time of the request.

D. Maintenance of the Designated Features. Purchaser, for itself, its successors and assigns, covenants that it shall use its best efforts to perform ordinary maintenance on the Designated Features in order to maintain its appearance and structural soundness and to prevent any further deterioration of the Designated Features.

E. Insurance Covering the Designated Features and the Administration Building. Purchaser, its successors and assigns, at its sole expense, shall: (i) keep the Designated Features and the Historic Buildings insured under a standard form of insurance policy in an amount representing the full insurable value of the Designated Features and the Historic Buildings against loss or damage resulting from fire and other perils normally insured under a uniform standard extended coverage endorsement limited only as may be provided in the standard form of extended coverage endorsement at the time in use in the State of Illinois;

and (ii) carry and maintain comprehensive public liability insurance. Copies of all insurance policies required to be carried by Purchaser pursuant to this subsection shall be delivered to the City and shall provide for not less than thirty (30) days prior written notice to the City by the insurer of any proposed cancellation of any such insurance. A certificate of the insurer so providing shall be delivered by Purchaser to DPD concurrent with Purchaser's execution of the Second Amendment, upon renewal of such insurance coverage, a new certificate shall be sent to the DPD.

F. Damage to the Designated Features and the Administration Building. In the event that the Designated Features, the Historic Buildings, or both, shall be damaged by fire or other casualty, then the proceeds of the insurance required to be carried by Purchaser pursuant to subsection 11.E. above shall be applied to reconstruct the Designated Features and the Administration Building. If the Designated Features, the Administration Building, or both, are damaged to such an extent that Purchaser determines that reconstruction is not feasible, Purchaser shall provide the DPD with a certification by an independent engineer attesting to such conclusion. If the City rejects the engineer's determination, it shall notify Purchaser of such rejection within sixty (60) days of the receipt of the engineer's report. Purchaser shall utilize proceeds from the insurance required to be carried by Purchaser pursuant to subsection 11.E. above to restore and reconstruct the Designated Features and the Administration Building. If Purchaser disputes the findings of the engineer selected by the DPD, it shall have the right to institute a suit for injunctive or other relief.

G. Inspection of the Designated Features. Purchaser agrees for itself, its successors and assigns, that DPD shall be permitted to inspect from time to time the Designated Features for the purpose of determining conformity with the provisions of this section 11 and the Agreement generally.

H. Remedies. In the event of a violation of any provision of this section 11, DPD shall serve written notice to Purchaser explaining in sufficient detail the nature of the violation. Purchaser shall have six (6) months from the date of receipt of the notice in which to cure such violation. If, after the expiration of the six (6) month period, Purchaser has failed to cure the violation to the sole satisfaction of the DPD, the DPD, upon five (5) days prior written notice to Purchaser, may institute a suit for injunctive relief, damages or specific performance. Purchaser shall reimburse the DPD for any costs or expenses incurred in connection with the enforcement of the terms of this section 11."

J. Section 12. Section 12 of the Agreement is hereby amended in its entirety to state as follows:

"SECTION 12. Prohibition Against Transfer of Property. Prior to the issuance of the Administration Completion Certificate described in Section 8, Purchaser or its successors in interest shall not, without the prior written consent of the Commissioner of DPD: (a) sell or convey the Administration Property or any part thereof or any improvement thereon, (b) create any assignment with respect to the Agreement, the Administration Property, or any improvement thereon, or (c) contract or agree to: (1) sell or convey the Administration Property or any improvement thereon, or (2) create any assignment with respect to the Agreement, the Administration Property, or any improvement thereon. In the event of a proposed sale (except for the sale and conveyance of the dwelling units to private purchasers), Purchaser shall provide DPD copies of any and all sales contracts, legal descriptions, descriptions of intended use, certifications from the proposed buyer regarding this Agreement and such other information as the City may reasonably request. The proposed buyer must be qualified to do business with the City (including, without limitation, the anti-scofflaw requirement). The provisions of this section 12 shall not limit Purchaser's rights under section 13 of the Agreement."

K. Section 13. Section 13 of the Agreement is amended in its entirety to state as follows:

"SECTION 13. LIMITATION UPON ENCUMBRANCE OF PROPERTY. Prior to the City's issuance of the Administration Completion Certificate, neither Purchaser nor any successor in interest to the Administration Property shall engage in any financing or other transaction which creates an encumbrance or lien upon the Administration Property, except for the purposes only of obtaining: (a) funds necessary to complete the historic restoration of the Designated Feature of the Administration Building; and (b) funds necessary for architect, surveyor and legal and title fees in connection with the historic restoration of the Designated Feature of the Administration Building."

L. Section 14. Section 14 of the Agreement is hereby re-affirmed in its entirety as follows:

"Section 14. COVENANTS RUNNING WITH THE LAND. The parties agree, and the Deed shall so expressly provide, that the covenants

provided in sections 6, 7, 10, 11, 12 and 13 shall be covenants running with the land, binding to the fullest extent permitted by law and equity for the benefit and in favor of, and enforceable by the City, and any successor in interest to the Property, or any part thereof."

M. Sections 15 through 20. Sections 15 through 20 of the Agreement are hereby amended in their entirety to state as follows:

Section 15. MORTGAGEES NOT OBLIGATED TO CONSTRUCT. Notwithstanding any of the provisions of the Agreement, the holder of any mortgage authorized by the Agreement (including any holder who obtains title to the Administration Property or any part thereof as a result of foreclosure proceedings, or action in lieu thereof, but not including: (a) any other party who thereafter obtains title to the Administration Property or such part from or through such holder, or (b) any other purchaser at foreclosure sale other than the holder of the mortgage itself) shall not be obligated to restore or complete the restoration of the Designated Feature of the Administration Building or to guarantee such restoration or completion of restoration, nor shall any covenant or any other provision in the Deed be construed to so obligate such holder. Nothing in this section 15 or any other section of the Agreement shall be deemed or construed to permit or authorize any such holder to devote the Administration Property or any part thereof to any uses, or to construct any improvements thereon, other than those uses or improvements provided or permitted in the Second Amendment.

Section 16. REMEDIES.

(A) Time of the Essence. Time is of the essence of the Agreement.

(B) Permitted Delays. Neither the City, Purchaser, nor any successor in interest to Purchaser, shall be considered in breach of its obligations with respect to the historic restoration of the Designated Feature of the Administration Building in the event of delay in the performance of such obligations due to unforeseeable causes beyond such party's control and without such party's fault or negligence, including but not limited to, any delays or halts in the historic restoration of the Designated Feature of the Administration Building, which are compelled by court order, acts of God, acts of the public enemy, acts of the United States, acts of

the other party, fires, floods, epidemics, quarantine restrictions, strikes, embargoes, delays in freight and unusually severe weather or delays of subcontractors due to such cause. The time for the performance of the obligations shall be extended only for the period of the delay if the party seeking the extension shall request it in writing of the other party within twenty (20) days after the beginning of any such delay.

(C) Breach

1. Generally. Except as otherwise provided in the Second Amendment, in the event of default by any party or its successor in interest in the performance of its obligations under the Second Amendment, such party or successor, upon written notice from the other, shall proceed to immediately cure or remedy such default but, in any event, not later than sixty (60) days after receipt of such notice. In the event such action is not diligently pursued or the default not cured within a reasonable time, the aggrieved party may institute such proceedings at law or in equity as may be necessary or desirable in its sole discretion to cure and remedy such default, including but not limited to, proceedings to compel specific performance by the party in default of its obligations.

2. Event of Default. For purposes of the Agreement, the occurrence of any one or more of the following shall constitute an "event of default":

a. If, at any time, any warranty, representation or statement made or furnished by Purchaser to the City (whether in this Agreement, an Economic Disclosure Statement and Affidavit, or another document) is not true and correct in any material respect; or

b. If any petition is filed by or against Purchaser under the Federal Bankruptcy Code or any similar state or federal law, whether now or hereinafter existing (and in the case of involuntary proceedings, failure to cause the same to be vacated, stayed or set aside within thirty (30) days after filing); or

c. Failure of Purchaser to develop Scope Drawings or Plans and Specifications consistent with the procedures outlined in section 6 above with regard to the historic restoration of the Designated Feature of the Administration Building; or

d. If Purchaser defaults in fulfilling its obligations with respect to the historic restoration of the Designated Feature of the Administration Building (including the nature of and the dates of the beginning and completion thereof) or abandons or substantially suspends such restoration and such default, violation, abandonment or suspension shall not be cured, ended or remedied within thirty (30) days of the date Purchaser receives written demand by the City to cure such default; or

e. Failure of Purchaser to pay real estate taxes or assessments affecting the Administration Property or any part thereof when due, or placing thereon any encumbrance or lien unauthorized by the Agreement, or suffering any levy or attachment to be made, or any materialmen's or mechanics' lien, or any other unauthorized encumbrance or lien to attach to the Administration Property or any part thereof, and such taxes or assessments shall not have been paid, or the encumbrance or lien removed or discharged or provision satisfactory to the City made for such payment, removal or discharge within sixty (60) days after written demand by the City to remove such lien or encumbrance; or

f. Any assignment, pledge, encumbrance, transfer or other disposition is made in violation of sections 12 above or 19 below; or

g. Any adverse change of financial condition or operations of Purchaser.

3. If prior to the City's issuance of the Administration Completion Certificate, Purchaser or its successor in interest shall default in any specific manner as described in paragraph (2) of this subsection 16(C), then the City, by

written notice to Purchaser, may utilize any and all remedies available to the City at law or in equity, including but not limited to, the right to re-enter and take possession of the Administration Property, to terminate the estate conveyed by the Deed to the Administration Property to Purchaser and re-vest title in said Administration Property with the City. The City, in its sole discretion, may terminate Purchaser's right of title and all other rights and interests in and to the Administration Property, and that such title and all rights and interests of Purchaser and its assigns or successors in interest to the Administration Property shall revert to the City; provided, however, that the re-vesting of title as a result thereof in the City shall always be limited by, and shall not defeat, render invalid, or limit in any way, the lien of any mortgage authorized by the Agreement, for the protection of the holders of said mortgage.

(D) Resale of the Property. Upon the re-vesting in the City of title to the Administration Property as provided in paragraph (3) of subsection 16(C), the City may utilize proceeds from the Letter of Credit to complete the historic restoration the Designated Feature of the Administration Building, including, if necessary, the hiring of an alternative contractor (other than the one selected by Purchaser) to complete the historic restoration. Upon completion of the historic restoration of the Designated Feature of the Administration Building, the City shall employ its best efforts to convey the Administration Property (subject to the mortgage liens described in this section) to a qualified and financially responsible party or parties (as solely determined by the City) who shall assume the obligation of completing the historic restoration of the Designated Feature of the Administration Building (in the event that the proceeds from the Letter of Credit are insufficient to allow for the completion of said historic restoration) to the sole satisfaction of the City and in accordance with the uses specified for the Administration Property in this Second Amendment. The Administration Property shall be conveyed by the City to said party in accordance with all applicable federal, state and local laws, ordinances and regulations and consistent with the objectives of this Second Amendment.

(E) Disposition of Resale Proceeds. If the City sells the Administration Property as described in subparagraph 16(D) above,

the proceeds from such sale shall be utilized to reimburse the City for:

- a. reasonable costs and expenses incurred by the City with regard to the recapture, management and resale of the Administration Property (but less any income derived by the City from the Administration Property in connection with such management); and
- b. all taxes, assessments, and water and sewer charges with respect to the Administration Property; and
- c. any payments made or necessary to be made (including attorneys' fees) to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of Purchaser, its successors or transferees; and
- d. any expenditures made or obligations incurred with respect to the historic restoration of the Designated Feature of the Administration Building; and
- e. any other amounts owed to the City by Purchaser, its successors or transferees.

Purchaser shall be entitled to receive any proceeds not utilized in meeting the expenses of the City described in subparagraphs (E)a. through (E)e. above.

(F) Waiver and Estoppel. Any delay by the City in instituting or prosecuting any actions or proceedings or otherwise asserting its rights shall not operate as a waiver of such rights or operate to deprive the City of or limit such rights in any way. No waiver made by the City with respect to any specific default by Purchaser shall be construed, considered or treated as a waiver of the rights of the City with respect to any other defaults of Purchaser.

(G) Access to the Property. Any duly authorized representative of the City, at all reasonable times, shall have access to the Administration Property for the purpose of confirming Purchaser's compliance with the Second Amendment.

Section 17. INDEMNIFICATION. Purchaser hereby agrees to indemnify,

defend and hold the City harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, attorneys' fees and court costs) suffered or incurred by the City arising from or in connection with: (i) the failure of Purchaser to perform its obligations under the Second Amendment; (ii) the failure of Purchaser, in its historic restoration of the Designated Feature of the Administration Building, to adhere to the requirements contained in Section 106 of the Historic Preservation Act of 1966, the United States' Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings, and the Deed, and to the recommendations of the SHPO and the City's Landmarks Commission; (iii) the failure of Purchaser or any contractor to pay contractors, subcontractors or materialmen in connection with the historic restoration of the Designated Feature of the Administration Building; (iv) a material misrepresentation or omission which is the result of information supplied or omitted by Purchaser or by agents, employees, contractors or persons acting under the control or at the request of Purchaser; (v) the failure of Purchaser to redress any misrepresentations or omissions in the Agreement or any other agreement relating hereto; and (vi) resulting from any activity undertaken by Purchaser on the Administration Property.

Section 18. ENVIRONMENTAL CONDITIONS. The City makes no representation concerning the environmental condition of the Property or the suitability of the Property for any purpose whatsoever. It shall be the responsibility of Purchaser, at its sole cost and expense, to investigate and determine the soil and environmental condition of the Property. Purchaser agrees to deliver to the City a copy of each report prepared by Purchaser or for its behalf regarding the soil and environmental condition of the Property. If the soil and environmental condition of the Property is not in all respects entirely suitable for the use or uses to which the Property shall be utilized pursuant to the terms of the Agreement, it shall be the sole responsibility and obligation of Purchaser to take such action as may be necessary to place the soil and environmental condition of the Property in a condition entirely suitable for the intended uses of the Property. Purchaser additionally agrees to indemnify the City from any claim relating to the soil and environmental condition of the Property, and to undertake and discharge all liabilities of the City arising from any condition which exists on the Property.

Section 19. CONFLICT OF INTEREST; CITY'S REPRESENTATIVES NOT INDIVIDUALLY LIABLE. No member, official or employee of the City shall have any personal interest, direct or indirect, in the Agreement; nor shall any such member, official or employee participate in any

decision relating to the Agreement which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested. No member, official or employee of the City shall be personally liable to Purchaser or any successor in interest in the event of any default or breach by the City or for any amount which may become due to Purchaser or any successor or on any obligation under the terms of the Agreement.

Section 20. PROVISIONS NOT MERGED WITH DEED. The provisions of the Agreement shall not be merged with the Deed, and the Deed shall not be deemed to affect or impair the provisions of the Agreement.

N. Section 21. Section 21 is hereby amended in its entirety to state as follows:

"A. Purchaser agrees, and shall contractually obligate its various contractors, subcontractors and any affiliate of Purchaser operating on the Property (collectively, the "Employers" and individually, an "Employer") to agree that with respect to the use or occupancy of the Property and during the period during which work is performed pursuant to Section 6.E.:

- (i) Neither Purchaser nor any Employer shall discriminate against any employee or applicant for employment based upon race, color, sex, gender identity, age, religion, disability or handicap, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status or source of income, as defined in the City of Chicago Human Rights Ordinance, Section 2-160-010 et seq. of the Municipal Code of Chicago, as amended from time to time (the "Human Rights Ordinance"). Purchaser and each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon race, color, sex, gender identity, age, religion, disability or handicap, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status or source of income and are treated in a non-discriminatory manner with regard to all job-related matters, including, without limitation: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for

training, including apprenticeship. Purchaser must post, and must require each Employer agrees to post, in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. In addition, Purchaser and each Employer, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon race, color, sex, gender identity, age, religion, disability or handicap, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status or source of income.

- (ii) To the greatest extent feasible, Purchaser and each Employer shall present opportunities for training and employment of low and moderate income residents of the City, and provide that contracts for work in connection with the construction of the Improvements be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the City.
- (iii) Purchaser and each Employer shall comply with all federal, state and local equal employment and affirmative action statutes, rules and regulations, including, without limitation, the Human Rights Ordinance, and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1993), and any subsequent amendments and regulations promulgated thereto.
- (iv) Purchaser, in order to demonstrate compliance with the terms of this Section 21, shall cooperate with and promptly and accurately respond to inquiries by the City, which has the responsibility to observe and report compliance with equal employment opportunity regulations of federal, state and municipal agencies.
- (v) Purchaser and each Employer shall include the foregoing provisions of subparagraphs (i) through (iv) in every contract entered into in connection with the construction of the Improvements, and shall require inclusion of these provisions in every subcontract entered into by any subcontractors, and every agreement with any affiliate

operating on the Property, so that each such provision shall be binding upon each contractor, subcontractor or affiliate, as the case may be.

- (vi) Failure to comply with the employment obligations described in this Section 21 shall be a basis for the City to pursue remedies under the provisions of Section 16.

B. Purchaser's MBE/WBE Commitment. Purchaser agrees for itself and its successors and assigns, and, if necessary to meet the requirements set forth herein, shall contractually obligate the general contractor to agree, that:

- i. Consistent with the findings which support, as applicable, (i) the Minority-Owned and Women-Owned Business Enterprise Procurement Program, Section 2-92-420 et seq., Municipal Code of Chicago (the "Procurement Program"), and (ii) the Minority- and Women-Owned Business Enterprise Construction Program, Section 2-92-650 et seq., Municipal Code of Chicago (the "Construction Program," and collectively with the Procurement Program, the "MBE/WBE Program"), and in reliance upon the provisions of the MBE/WBE Program to the extent contained in, and as qualified by, the provisions of this Section 21.B., at least 24% of the "Outsourced Costs" shall be expended by Purchaser for contract participation by minority-owned businesses and at least 4% of the "Outsourced Costs" shall be expended by Purchaser for contract participation by women-owned businesses. "Outsourced Costs" means the total dollar amount of all costs set forth in the Total Project Budget, excluding the cost for labor performed by employees of the Purchaser or its Affiliates. Purchaser will provide the City with certified payrolls or copies of them and such other documentation as the City reasonably requires to verify the cost for labor performed by employees of the Purchaser or its Affiliates.

For purposes of this Section 21.B., "Affiliate" of a person or entity means a person or entity that directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the person or entity. In determining whether persons or entities are affiliates, the City shall consider all appropriate factors, including common ownership, common management and contractual relationships. Affiliates shall be considered together in determining whether a firm is a "Small

Business Enterprise."

"Small business enterprise" means a small business as defined by the U.S. Small Business Administration, pursuant to the business size standards found in 13 C.F.R. Part 121, relevant to the scope(s) of work the firm seeks to perform on city contracts. A firm is not an eligible small business enterprise in any city fiscal year in which its gross receipts, averaged over the firm's previous five fiscal years, exceed the size standards of 13 C.F.R. Part 121.

ii. For purposes of this Section 21.B. only:

(a) Purchaser (and any party to whom a contract is let by Purchaser in connection with the performance of the work required by Section 6.E. (the "Project")) shall be deemed a "contractor" and this Agreement (and any contract let by Purchaser in connection with the Project) shall be deemed a "contract" or a "construction contract" as such terms are defined in Sections 2-92-420 and 2-92-670, Municipal Code of Chicago, as applicable.

(b) The term "minority-owned business" or "MBE" shall mean a business identified in the Directory of Certified Minority Business Enterprises published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a minority-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.

(c) The term "women-owned business" or "WBE" shall mean a business identified in the Directory of Certified Women Business Enterprises published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a women-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.

iii. Consistent with Sections 2-92-440 and 2-92-720,

Municipal Code of Chicago, Purchaser's MBE/WBE commitment may be achieved in part by Purchaser's status as an MBE or WBE (but only to the extent of any actual work performed on the Project by Purchaser) or by a joint venture with one or more MBEs or WBEs (but only to the extent of the lesser of (i) the MBE or WBE participation in such joint venture, or (ii) the amount of any actual work performed on the Project by the MBE or WBE); by the Purchaser utilizing a MBE or a WBE as the general contractor (but only to the extent of any actual work performed on the Project by the general contractor); by subcontracting or causing the general contractor to subcontract a portion of the construction of the Project to one or more MBEs or WBEs; by the purchase of materials or services used in the construction of the Project from one or more MBEs or WBEs; or by any combination of the foregoing. Those entities which constitute both a MBE and a WBE shall not be credited more than once with regard to Purchaser's MBE/WBE commitment as described in this Section 21.C. In accordance with Section 2-92-730, Municipal Code of Chicago, Purchaser shall not substitute any MBE or WBE general contractor or subcontractor without the prior written approval of the City's Department of Housing.

- iv. Purchaser shall deliver quarterly reports to the City's monitoring staff during the construction of the Project describing its efforts to achieve compliance with this MBE/WBE commitment. Such reports shall include, inter alia, the name and business address of each MBE and WBE solicited by Purchaser or the general contractor to work on the Project, and the responses received from such solicitation, the name and business address of each MBE or WBE actually involved in the construction of the Project, a description of the work performed or products or services supplied, the date and amount of such work, product or service, and such other information as may assist the City's monitoring staff in determining Purchaser's compliance with this MBE/WBE commitment. Purchaser shall maintain records of all relevant data with respect to the utilization of MBEs and WBEs in connection with the construction of the Project for at least five (5) years after completion of the Project, and the City's monitoring staff

shall have access to all such records maintained by the Purchaser, on prior notice of at least five (5) business days, to allow the City to review Purchaser's compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the construction of the Project.

- v. Upon the disqualification of any MBE or WBE general contractor or subcontractor, if the disqualified party misrepresented such status, Purchaser shall be obligated to discharge or cause to be discharged the disqualified general contractor or subcontractor, and, if possible, identify and engage a qualified MBE or WBE as a replacement. For purposes of this subsection v., the disqualification procedures are further described in Sections 2-92-540 and 2-92-730, Municipal Code of Chicago, as applicable.
- vi. Any reduction or waiver of Purchaser's MBE/WBE commitment as described in this Section 21 shall be undertaken in accordance with Sections 2-92-450 and 2-92-730, Municipal Code of Chicago, as applicable."

C. Pre-construction meeting. Prior to commencing the work required by Section 6.E., but not later than fourteen (14) days following the Second Amendment Execution Date, Purchaser and Purchaser's general contractor (if any) and all major subcontractors shall meet with the City's Department of Housing monitoring staff regarding compliance with all Section 21 requirements. During this pre-construction meeting, Purchaser shall present its plan to achieve its obligations under this Section 21, the sufficiency of which is subject to the City's monitoring staff's reasonable approval. Purchaser's failure to obtain such approval is an Event of Default.

D. Purchaser shall include the provisions of paragraphs 21.A. and 21.B. in every contract, and shall require the inclusion of these provisions in every sub-contract entered into by any of its contractors, so that such provision shall be binding upon each such contractor or sub-contractor, as the case may be. Failure to comply with the provisions of this section 21 shall be a basis for the City to institute remedies under the provisions of section 16 of the Agreement."

O. Sections 22 through 25. Sections 22 through 25 of the Agreement are hereby re-affirmed as follows.

"Section 22. HEADINGS. The headings of the various sections of the Agreement have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending or affecting in any way the express terms and provisions thereof.

Section 23. GOVERNING LAW. The Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

Section 24. ENTIRE AGREEMENT. The Agreement constitutes the entire agreement between the parties hereto and supersedes and replaces completely any prior agreements between the parties with respect to the subject matter hereof. The Agreement shall not be modified or amended in any manner other than by supplemental written agreement executed by the parties.

Section 25. SEVERABILITY. If any provision of the Agreement, or any paragraph, sentence, clause, phrase or word, or the application thereof, is held invalid, the remainder of the Agreement shall be construed as if such invalid part were never included herein and the Agreement shall be and remain valid and enforceable to the fullest extent permitted by law."

P. Section 26. Section 26 of the Agreement is hereby amended in its entirety to state as follows:

"Any notice, demand or request required or permitted to be given hereunder, shall be hand delivered in writing or sent by registered or certified mail, postage prepaid, return receipt requested, to:

If to 18th Street Property, L.L.C.: Lawrence T. O'Brien
18th Street Property, L.L.C.
907 Jackson Avenue
River Forest, Illinois 60305

With a copy to:

Edward J. Kus
Shefsky & Froelich
Suite 2800
111 E. Wacker Drive
Chicago, Illinois 60601

If to the City:

City of Chicago
Department of Planning
and Development
City Hall, Room 1100
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Commissioner

With a copy to:

City of Chicago
Department of Law
City Hall, Room 600
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Corporation Counsel

Notices are deemed to have been received by the parties three (3) days after mailing. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent."

Q. Sections 27 through 31. Sections 27 through 31 of the Agreement are hereby re-affirmed as follows:

"Section 27. COUNTERPARTS. The Agreement is executed in triplicate, each of which shall constitute an original instrument.

Section 28. AMENDMENT. For purposes of furthering the preservation of the Designated Features and of furthering the other purposes set forth in the Agreement and to meet unforeseen future conditions, the City and Purchaser agree that the Agreement may be amended from time to time by mutual consent of the parties in writing. Such amendment shall become effective upon its recording in accordance with the procedures described in Section 29 below.

Section 29. RECORDING. The Agreement, and any amendments to the Agreement conceived in accordance with sections 8, 11 and 28 above, shall be promptly recorded by Purchaser with the Recorder's Office.

Section 30. ORGANIZATION AND AUTHORITY. Purchaser represents and warrants that it is duly organized and validly existing under the laws of the State of Illinois, with full power and authority to acquire, own and redevelop the Property; and that the persons signing the

Agreement on the behalf of Purchaser have the authority to do so.

Section 31. SUCCESSORS AND ASSIGNS. The terms of the Agreement shall be binding upon the City, Purchaser, and their respective heirs, legal representatives, successors and assignees."

R. Sections 32. Section 32 of the Agreement are amended and restated to read as follows:

"Section 32. NO THIRD PARTY BENEFICIARY. The approvals given by the City pursuant to the Agreement and any completion certificate when issued by the City shall be only for the benefit of Purchaser, the mortgagee or other lien holder, and their successors in interest in the Property, and no other person or party may assert against the City or claim the benefit of such approval or certificate.

S. Section 33. Section 33 of the Agreement (FIRST SOURCE AGREEMENT) is deleted.

T. Sections 33 (new) through 38. The Agreement is amended to include Sections 33 through 38, which read as follows:

"SECTION 33. BUSINESS RELATIONSHIPS.

Purchaser acknowledges (a) receipt of a copy of Section 2-156-030 (b) of the Municipal Code of Chicago, (b) that it has read such provision and understands that pursuant to such Section 2-156-030 (b) it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (c) notwithstanding anything to the contrary contained in this Agreement, that a violation of Section 2-156-030 (b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Agreement shall be grounds for termination of this Agreement and the transactions contemplated hereby. Purchaser hereby represents and warrants

that no violation of Section 2-145-030 (b) has occurred with respect to this Agreement or the transactions contemplated hereby.

SECTION 34. PATRIOT ACT CERTIFICATION.

Purchaser represents and warrants that neither Purchaser nor any Affiliate (as hereafter defined) thereof is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable Laws: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List. As used in this Section 34, an "Affiliate" shall be deemed to be a person or entity related to Purchaser that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with Purchaser, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

SECTION 35. WASTE SECTIONS.

In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Purchaser warrants and represents that it, and to the best of its knowledge, its contractors and subcontractors, have not violated and are not in violation of the following sections of the Municipal Code of Chicago (collectively, the "Waste Sections"):

- 7-28-390 Dumping on public way;
- 7-28-440 Dumping on real estate without permit;
- 11-4-1410 Disposal in waters prohibited;
- 11-4-1420 Ballast tank, bilge tank or other discharge;
- 11-4-1450 Gas manufacturing residue;
- 11-4-1500 Treatment and disposal of solid or liquid waste;
- 11-4-1530 Compliance with rules and regulations required;
- 11-4-1550 Operational requirements; and
- 11-4-1560 Screening requirements.

During the period while this Agreement is executory, Purchaser's, general contractor's or any subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Agreement, constitutes a breach of and an event of default under this Agreement, for which the opportunity to cure, if curable, will be granted only at the sole discretion of the Commissioner. Such breach and default entitles the City to all remedies under the Agreement, at law or in equity. This section does not limit Purchaser, general contractor's and its subcontractors' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Agreement. Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Agreement, and may further affect Purchaser's eligibility for future contract awards.

SECTION 36. PROHIBITION ON CERTAIN CONTRIBUTIONS - MAYORAL EXECUTIVE ORDER NO. 05-1.

a. Purchaser agrees that Purchaser, any person or entity who directly or indirectly has an ownership or beneficial interest in Purchaser of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, Purchaser's contractors (i.e., any person or entity in direct contractual privity with Purchaser regarding the subject matter of this Agreement) ("Contractors"), any person or entity who directly or indirectly has an ownership or beneficial interest in any Contractor of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (Purchaser and all the other preceding classes of persons and entities are together the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee (a) after execution of this Agreement by Purchaser, (b) while this Agreement or any Other Contract (as hereinafter defined) is executory, (c) during the term of this Agreement or any Other Contract, or (d) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated. This provision shall not apply to contributions made prior to February 10, 2005, the effective date of Executive Order 2005-1.

b. Purchaser represents and warrants that from the later of (a) February 10, 2005, or (b) the date the City approached Purchaser, or the date Purchaser approached the City, as applicable, regarding

the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

c. Purchaser agrees that it shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

d. Purchaser agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 05-1 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 05-1.

e. Notwithstanding anything to the contrary contained herein, the Purchaser agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this Section 36 or violation of Mayoral Executive Order No. 05-1 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted, unless the City, in its sole discretion, elects to grant such an opportunity to cure. Such breach and default entitles the City to all remedies (including, without limitation, termination for default) under this Agreement, and under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

f. If Purchaser intentionally violates this provision or Mayoral Executive Order No. 05-1 prior to the Closing, the City may elect to decline to close the transaction contemplated by this Agreement.

g. For purposes of this provision:

- (i) "Bundle" means to collect contributions from more than one source, which contributions are then delivered by one person to the Mayor or to his political fundraising committee.

- (ii) "Other Contract" means any other agreement with the City to which Purchaser is a party that is (i) formed under the authority of Chapter 2-92 of the Municipal Code of Chicago; (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the City Council.
- (iii) "Contribution" means a "political contribution" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.
- (iv) Individuals are "domestic partners" if they satisfy the following criteria:
 - (A) they are each other's sole domestic partner, responsible for each other's common welfare; and
 - (B) neither party is married; and
 - (C) the partners are not related by blood closer than would bar marriage in the State of Illinois; and
 - (D) each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and
 - (E) two of the following four conditions exist for the partners:
 - 1. The partners have been residing together for at least 12 months.
 - 2. The partners have common or joint ownership of a residence.
 - 3. The partners have at least two of the following arrangements:
 - (a) joint ownership of a motor vehicle;
 - (b) joint credit account;

- (c) a joint checking account;
- (d) a lease for a residence identifying both domestic partners as tenants.

4. Each partner identifies the other partner as a primary beneficiary in a will.

- (v) "Political fundraising committee" means a "political fundraising committee" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

SECTION 37. CITY RESIDENT EMPLOYMENT REQUIREMENTS.

- a. Developer agrees, and shall contractually obligate each Employer to agree, that during the construction of the Project, Purchaser and each Employer shall comply with the minimum percentage of total worker hours performed by actual residents of the City of Chicago as specified in Section 2-92-330 of the Municipal Code of Chicago (at least fifty percent); provided, however, that in addition to complying with this percentage, Purchaser and each Employer shall be required to make good faith efforts to utilize qualified residents of the City in both unskilled and skilled labor positions.
- b. Purchaser and the Employers may request a reduction or waiver of this minimum percentage level of Chicagoans as provided for in Section 2-92-330 of the Municipal Code of Chicago in accordance with standards and procedures developed by the chief procurement officer of the City of Chicago.
- c. "Actual residents of the City of Chicago" shall mean persons domiciled within the City of Chicago. The domicile is an individual's one and only true, fixed and permanent home and principal establishment.
- d. Purchaser and the Employers shall provide for the maintenance of adequate employee residency records to ensure that actual Chicago residents are employed in the construction of the Project. Purchaser and the Employers shall maintain copies of personal documents supportive of every Chicago employee's actual record of residence.

e. Purchaser and the Employers shall submit weekly certified payroll reports (U.S. Department of Labor Form WH-347 or equivalent) to the City's Department of Housing ("DOH") in triplicate, which shall identify clearly the actual residence of every employee on each submitted certified payroll. The first time that an employee's name appears on a payroll, the date that Purchaser or Employer hired the employee should be written in after the employee's name.

f. Purchaser and the Employers shall provide full access to their employment records to the chief procurement officer, DOH, the Superintendent of the Chicago Police Department, the inspector general, or any duly authorized representative thereof. Purchaser and the Employers shall maintain all relevant personnel data and records for a period of at least three (3) years after the issuance of the Certificate of Completion.

g. At the direction of DOH, Purchaser and the Employers shall provide affidavits and other supporting documentation to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.

h. Good faith efforts on the part of Purchaser and the Employers to provide work for actual Chicago residents (but not sufficient for the granting of a waiver request as provided for in the standards and procedures developed by the chief procurement officer) shall not suffice to replace the actual, verified achievement of the requirements of this Section 37 concerning the worker hours performed by actual Chicago residents.

i. If the City determines that Purchaser or an Employer failed to ensure the fulfillment of the requirements of this Section 37 concerning the worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this Section 37. If such non-compliance is not remedied in accordance with the breach and cure provisions of Section 16, the parties agree that 1/20 of 1 percent (.05%) of the aggregate hard construction costs set forth in the Total Project Budget shall be surrendered by Purchaser and for the Employers to the City in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly shall result in the surrender of the entire

liquidated damages as if no Chicago residents were employed in either of the categories. The willful falsification of statements and the certification of payroll data may subject Purchaser and/or the other Employers or employees to prosecution.

j. Nothing herein provided shall be construed to be a limitation upon the "Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity, Executive Order 11246" and "Standard Federal Equal Employment Opportunity, Executive Order 11246," or other affirmative action required for equal opportunity under the provisions of this Agreement.

k. Purchaser shall cause or require the provisions of this Section 37 to be included in all construction contracts and subcontracts related to the construction of the Project.

SECTION 38. COMMISSIONER'S AUTHORITY.

Whenever the City's approval or consent is required under this Agreement, the City may withhold its approval or consent in its sole discretion, except to the extent otherwise expressly provided herein. Wherever this Agreement provides that an act is to be taken or performed or approval or consent given by the City, such act may be taken or performed or approval or consent may be given by the Commissioner of DPD without further action by the City Council of Chicago. The Commissioner's authority provided by this section 38 does not include the authority to make material revisions to material provisions of the Agreement, including, but not limited to, MBE/WBE compliance, residency requirements, scope of work and covenants running with the land."

4. Recordation. Upon the full execution of this Second Amendment by the City and Purchaser, Purchaser shall record this Second Amendment with the Recorder. Purchaser shall pay the recording fees.

5. Counterparts. This Second Amendment is comprised of several identical counterparts, each to be fully signed by the parties and each to be considered an original having identical legal effect.

IN WITNESS WHEREOF, the parties have executed this Second Amendment effective as of the day and year first set forth above.

CITY OF CHICAGO, an Illinois municipal corporation,
acting by and through its Department of Planning and
Development

By: _____
Lori T. Healey
Commissioner

18TH STREET PROPERTY, L.L.C.,
an Illinois limited liability company

By Lawrence O'Brien, Manager

Lawrence O'Brien

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Lori T. Healey, personally known to me to be the Commissioner of Planning and Development of the City of Chicago, an Illinois municipal corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and being first duly sworn by me acknowledged that as the Acting Commissioner, she signed and delivered the instrument pursuant to authority given by the City of Chicago, as her free and voluntary act and as the free and voluntary act and deed of the corporation, for the uses and purposes therein set forth.

GIVEN under my notarial seal this _____ day of _____, 200__.

NOTARY PUBLIC

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Lawrence O'Brien, personally known to me to be the Managing Member of 18th Street Property, L.L.C. (the "Company"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and being first duly sworn by me severally acknowledged that as such Managing Member, he signed and delivered the instrument pursuant to authority given by the Company as his free and voluntary act and as the free and voluntary act and deed of the Company, for the uses and purposes therein set forth.

GIVEN under my notarial seal this _____ day of _____, 200__.

NOTARY PUBLIC

(Sub)Exhibit "A".
(To Second Amendment To Redevelopment Agreement
With 18th Street Property For Sale And
Redevelopment Of Land)

Legal Descriptions.

(Subject To Title And Survey)

Legal Description Of Administration Property:

Lots 41 to 43, inclusive, also that part of the west half of vacated South Normal Avenue lying east of and adjoining the above described premises, all in Artemus Carter's Subdivision of Lot 4 in Block 44 in Canal Trustee's Subdivision of the west half of Section 21, Township 39 North, Range 14 East of the Third Principal Meridian and so much of the southeast quarter as lies west of the south branch of the Chicago River, in Cook County, Illinois.

Common Address:

530 West 18th Street
Chicago, Illinois.

Permanent Index Number:

17-21-307-087; and

17-21-307-088.

Legal Description Of Powerhouse Property:

Lot 10 (except the north 10.00 feet thereof), Lots 11 to 18, both inclusive, also that part of the east half of vacated South Normal Avenue lying west of and adjoining the above described premises all in Artemus Carter's Subdivision of Lot 4 in Block 44 in Canal Trustee's Subdivision of the west half of Section 21, Township 39 North, Range 14 East of the Third Principal Meridian and so much of the southeast quarter as lies west of the south branch of the Chicago River, in Cook County, Illinois;

And,

All that part of South Canalport Avenue lying southeasterly of the southeasterly line of Lots 10 to 18, both inclusive, lying west of the southwardly extension of the east line of Lot 10, lying east of the southwardly extension of the west line of Lot 18 and lying north of the easterly extension of the south line of that part of South Seward Street vacated by ordinance passed June 28, 1918 and recorded in the Office of the Recorder of Deeds, in Cook County, Illinois, as Document Number 6359973, all in Artemus Carter's Subdivision of Lot 4 in Block 44 in Canal Trustee's Subdivision, aforesaid.

Common Address:

500 West 18th Street
Chicago, Illinois.

Permanent Index Numbers:

17-21-307-088; and
17-21-308-001.

Legal Description Of Consolidated Wire Property:

Lots 39 to 50, both inclusive, together with the south half of the vacated alley north of and adjoining said Lot 39 and north and adjoining the west half of the vacated alley east of and adjoining said Lot 39, also the west half of the vacated alley east of and adjoining said Lots 39 to 50, both inclusive, all in C.J. Hull's Subdivision of Lot 1 in Block 44 in Canal Trustee's Subdivision of the west half of Section 21, Township 39 North, Range 14 East of the Third Principal Meridian and so much of the southeast quarter as lies west of the south branch of the Chicago River, in Cook County, Illinois;

And,

Lots 25 to 31, both inclusive, together with the west half of the vacated alley lying east and adjoining said lots, in Hull and Clark's Subdivision of Lot 3 in Block 44 in Canal Trustee's Subdivision, aforesaid;

And,

Lots 37 to 46, both inclusive, together with the east half of the vacated alley west and adjoining said lots and the west half of vacated South Normal Avenue lying east of and adjoining said lots in John F. Irwin's Subdivision of Lot 1 in Block 44 in Canal Trustee's Subdivision, aforesaid;

And,

Lots 29 to 40, both inclusive, the east half of the vacated alley west of and adjoining said Lots 29 to 40, all of the vacated alley south of and adjoining said Lot 40 and south of and adjoining the east half of the vacated alley west of and adjoining said Lots 29 to 40, also the west half of South Normal Avenue lying east of the above described premises, all in Artemus Carter's Subdivision of Lot 4 in Block 44 in Canal Trustee's Subdivision, aforesaid;

And,

Lots 44 and 45 in Artemus Carter's Subdivision aforesaid;

And,

That part of Lots 19, 20 and 21 lying south of a line 5.46 feet north of an parallel with the south line of said Lot 21 and west of a line 59.25 feet east of and parallel with the west line of said Lots 19, 20 and 21, also that part of said Lot 19 lying east of the west 59.25 feet thereof and south of the westerly extension of the centerline of the vacated alley lying north of and adjoining Lots 11 to 13, together with that part of the vacated alley lying northwesterly of Lots 13 to 17 and southeasterly of and adjoining said Lot 19 as described, also that part of the south half of the vacated alley lying north of an adjoining Lots 11 to 13, also that part of the east half of vacated South Normal Avenue lying west of and adjoining the above described premises all in Artemus Carter's Subdivision, aforesaid.

Common Address:

1621 -- 1701 South Clinton Street
Chicago, Illinois.

Permanent Index Numbers:

17-21-307-082;

17-21-307-083;

17-21-307-084;
17-21-307-085;
17-21-307-086;
17-21-307-087; and
17-21-307-088.

(Sub)Exhibit "B".
(To Second Amendment To Redevelopment Agreement
With 18th Street Property For Sale And
Redevelopment Of Land)

Total Project Budget.

General Cleaning/Demolition	\$ 50,000
Windows (all elevations)	150,000
Masonry Restoration (all elevations)	130,000
Interior Structure	100,000
Rough Carpentry	40,000
Roof	60,000
H.V.A.C.	70,000
Electrical Rough-ins	30,000
Water/Sewer/Plumbing	50,000
Sandblasting (interior)	20,000
Fire Sprinkler	30,000
Stairs	40,000

Elevator	\$ 80,000
Interior Carpentry (ceilings/doors)	100,000
Electrical Service and Distribution	20,000
Other costs (site development/architectural costs/permit fees/attorney's fees)	100,000
TOTAL:	\$1,070,000

APPROVAL FOR ACQUISITION OF PROPERTIES AT 9101 -- 9107
SOUTH MACKINAW AVENUE AND 9110 SOUTH GREEN
BAY AVENUE FOR DEPARTMENT OF
STREETS AND SANITATION.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of General Services authorizing negotiations to acquire property located at 9101 -- 9107 South Mackinaw Avenue and 9110 South Green Bay Avenue, having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a vote of the members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

On motion of Alderman Suarez, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 45.

Nays -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City Council of the City finds that it is useful, necessary and advantageous for the City to acquire certain vacant real property located at 9101--9107 South Mackinaw Avenue, Chicago, Illinois and assigned Permanent Index Numbers 26-05-114-001 and 26-05-114-002, and vacant real property located at 9110 South Green Bay Avenue, Chicago, Illinois and assigned Permanent Index Numbers 26-05-114-033 and 26-05-114-034, all as legally described on Exhibit A attached hereto, by the Cook County Assessor's Office (subject to final title commitment and survey, the "Property"), for municipal purposes and public ownership and control, namely, for the establishment of space for the Department of Streets and Sanitation's operations; and

WHEREAS, The Department of Street and Sanitation and the Department of General Services have also determined that the acquisition of the Property is useful, desirable and necessary for the ownership and use thereof by the City; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The foregoing recitals, findings and statements of fact are hereby adopted as the findings of the City Council.

SECTION 2. It is hereby determined, declared and found that it is useful, desirable and necessary that the City of Chicago acquire the Property for the public ownership and control for the municipal purpose of the establishment of space for

the Department of Streets and Sanitation's operations, or another lawful municipal purpose.

SECTION 3. The Corporation Counsel is hereby authorized to negotiate, on behalf of the City, the acquisition of the Property with the Property owner(s) subject to approval of the purchase price by the City Council.

SECTION 4. In the event that the Corporation Counsel is unable to negotiate or come to terms with the owner(s) of the Property as to the purchase amount, or in the event the owner(s) is unable to convey clear title to such Property, or interests therein, or if the owner(s) cannot be found, then the Corporation Counsel is hereby authorized to institute proceedings in eminent domain to acquire said Property, or interests therein, in accordance with the laws of the State of Illinois.

SECTION 5. The Commissioner of the Department of General Services is authorized to execute such documents as may be necessary to implement the provisions of this ordinance, subject to the approval of the Corporation Counsel.

SECTION 6. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 7. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 8. This ordinance shall take effect upon its passage and approval.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Legal Description:

Lots 1 through 3 in Block 64 in the resubdivision of Lots 18, 19 and 20 of Block 64 of the Calumet & Chicago Canal & Dock Company's Subdivision of fractional Sections 5 and 6 of South Chicago being a subdivision by the Calumet & Chicago Canal & Dock Company of the east half of the west half and parts of the east fractional half of fractional Section 6, north of the Indian Boundary Line, and that part of fractional Section 6, south of the Indian Boundary Line, lying north of the Michigan Southern Railroad and fractional Section 5 of the Indian Boundary Line all in Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Common Address:

9101-- 9107 South Mackinaw Avenue.

Permanent Index Numbers:

26-05-114-001;

26-05-114-002; and

26-05-114-003.

Legal Description:

Lot 5 in Block 64 of South Chicago, being a subdivision by the Calumet & Chicago Canal & Dock Company of the east half of the west half and parts of the east fractional half of fractional Section 6, north of the Indian Boundary Line, and that part of fractional Section 6, south of the Indian Boundary Line, lying north of the Michigan Southern Railroad and fractional Section 5 of the Indian Boundary Line all in Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Common Address:

9110 South Green Bay Avenue.

Permanent Index Numbers:

26-05-114-033; and

26-05-114-034.

AUTHORIZATION FOR ACQUISITION OF PROPERTY
AT 1724 NORTH WILMOT AVENUE FOR
ESTABLISHMENT OF PARK
AND OPEN SPACE.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Planning and Development authorizing the acquisition of property located at 1724 North Wilmot Avenue, having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a vote of the members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

On motion of Alderman Suarez, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 45.

Nays -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The Chicago Plan Commission, the Chicago Park District ("C.P.D.") and the City Council of the City have previously prepared and approved that certain

planning document entitled, "CitySpace: An Open Space Plan For Chicago", dated January, 1998 (the "Open Space Plan"), which set forth certain goals and objectives for increasing open space in the City; and

WHEREAS, The Open Space Plan set as a goal that each community area in Chicago will have a minimum standard of two (2) acres of open space per one thousand (1,000) residents by 2010 and five (5) acres of open space per one thousand (1,000) residents by 2020; and

WHEREAS, The Open Space Plan found that the West Town Community Area needed two hundred eleven and seventy-four hundredths (211.74) acres of additional public open space to meet the minimum standard of five (5) acres of open space per one thousand (1,000) residents; and

WHEREAS, The City Council of the City ("City Council") finds that there is a shortage of public open space and public parks in the West Town neighborhood and the shortage is a serious issue for the community; and

WHEREAS, The City Council finds that open space and public parks are essential to the general health, safety and welfare of the City; and

WHEREAS, The City Council finds that the establishment of additional public open space and public parks is essential to the general health, safety and welfare of the City; and

WHEREAS, The City Council finds that it is useful, necessary and desirable to acquire the parcels of real property identified on Exhibit A attached hereto and made a part hereof (the "Acquisition Parcel") for public ownership and use and for the purpose of establishing such additional public open space and public park; and

WHEREAS, The Corporation For Open Lands, an Illinois not-for-profit corporation ("CorLands"), has previously purchased the Acquisition Parcel on July 31, 2006 for a base purchase price of Six Hundred Five Thousand Dollars (\$605,000); and

WHEREAS, CorLands is willing to sell the Acquisition Parcel to the City, subject to the City's agreement to purchase such property and to reimburse CorLands for certain costs and expenses incurred by CorLands in contracting for such Acquisition Parcel and performing certain due diligence work; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The foregoing recitals, findings and statements of fact are hereby adopted as the findings of the City Council.

SECTION 2. It is hereby determined, declared and found that it is useful, desirable and necessary that the City of Chicago acquire the Acquisition Parcel for the public purpose of establishing public open space and a public park.

SECTION 3. The Corporation Counsel is authorized to enter into purchase contract with CorLands for the Acquisition Parcel, and the City is authorized to accept the conveyance of such Acquisition Parcel upon payment of the base purchase price, which shall not exceed Six Hundred Five Thousand Dollars (\$605,000). If the Corporation Counsel is unable to consummate a voluntary negotiated purchase of the Acquisition Parcel, then the Corporation Counsel shall not be authorized to institute or prosecute condemnation proceedings on behalf of the City for the purpose of acquiring fee simple title to the Acquisition Parcel under the City's power of eminent domain. In connection with such acquisition, the City shall also be authorized to reimburse CorLands for the following acquisition-related costs: phase I environmental report (not to exceed One Thousand Five Hundred Dollars (\$1,500)); summary appraisal (not to exceed One Thousand Two Hundred Fifty Dollars (\$1,250)); acquisition related expenses including attorney's fees, title costs, property taxes and similar expenses (not to exceed Thirty-one Thousand Seven Hundred Fifty Dollars (\$31,750)); CorLands' staff time, project fees, reimbursable expenses and similar costs (not to exceed Fifteen Thousand Five Hundred Dollars (\$15,500)); and loan interest and bank fees (not to exceed Twenty-five Thousand Dollars (\$25,000)).

SECTION 4. The Commissioner of the Department of Planning and Development is authorized to execute such documents as may be necessary to implement the provisions of this ordinance, subject to the approval of the Corporation Counsel.

SECTION 5. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 6. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 7. This ordinance shall be effective upon its passage and approval.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Acquisition Parcel.

(Subject To Final Title Commitment And Survey)

Address:

1724 North Wilmot Avenue.

Permanent Index Number:

14-31-322-015.

AUTHORIZATION FOR EXECUTION OF LEASE AGREEMENT
AT 4952 -- 4958 WEST MADISON STREET
FOR DEPARTMENT OF HEALTH.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of General Services authorizing the execution of lease agreement at 4952 -- 4958 West Madison Street, having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a vote of the members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

On motion of Alderman Suarez, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 45.

Nays -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Commissioner of the Department of General Services is authorized to execute, on behalf of the City of Chicago, a lease with Congress Commons L.L.C., as Landlord, for approximately three thousand three hundred eighty-three (3,383) square feet of ground floor office space located at 4952 -- 4958 West Madison Street, for use as a HIV/STD clinic by the Department of Health, as Tenant; such lease to be approved by the Commissioner of the Department of Health and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease Agreement immediately follows
Section 2 of this ordinance.]

SECTION 2. This ordinance shall be effective from and after the date of its passage and approval.

Lease Agreement referred to in this ordinance reads as follows:

Lease Number 10064.

This lease is made and entered into this _____ day of _____, 2006, by and between Congress Commons, L.L.C. (hereinafter referred to as "Landlord") and the City of Chicago, an Illinois municipal corporation (hereinafter referred to as "Tenant").

Recitals.

Whereas, Landlord is the owner of the premises more commonly known as 4952 -- 4958 West Madison Street, Chicago, Cook County, Illinois; and

Whereas, Landlord has agreed to lease to Tenant, and Tenant has agreed to lease from Landlord, approximately three thousand three hundred eighty-three (3,383)

square feet of ground floor office space located at 4952 -- 4958 West Madison Street to be used by the Department of Health;

Now, Therefore, In consideration of the covenants, terms and conditions set forth herein, the parties hereto agree and covenant as follows:

Section 1.

Grant.

Landlord hereby leases to Tenant the following described premises situated in the City of Chicago, County of Cook, State of Illinois, to wit:

approximately 3,383 square feet of office space located on that certain parcel of real estate more commonly known as 4952 -- 4958 West Madison Street, Chicago, Illinois (the "Premises").

Section 2.

Term.

The term of this lease ("Term") shall commence on May 1, 2006 ("Commencement Date"), and shall end on April 30, 2011 unless sooner terminated as set forth in this lease.

Section 3.

Rent, Taxes And Utilities.

3.1 Rent.

Tenant shall pay base rent for the Premises in the amount of:

a) Three Thousand One Hundred Twenty-seven and 32/100 Dollars (\$3,127.32) per month for the period beginning on the first (1st) day of May, 2006 and ending on the thirtieth (30th) day of April, 2007;

b) Three Thousand Two Hundred Twenty-one and 14/100 Dollars (\$3,221.14) per month for the period beginning on the first (1st) day of May, 2007 and ending on the thirtieth (30th) day of April, 2008;

c) Three Thousand Three Hundred Forty-nine and 99/100 Dollars (\$3,349.99) per month for the period beginning on the first (1st) day of May, 2008, and ending on the thirtieth (30th) day of April, 2009;

d) Three Thousand Four Hundred Eighty-three and 99/100 Dollars (\$3,483.99) per month for the period beginning on the first (1st) day of May, 2009 and ending on the thirtieth (30th) day of April, 2010;

e) Three Thousand Five Hundred Eighty-eight and 51/100 Dollars (\$3,588.51) per month for the period beginning on the first (1st) day of May, 2010 and ending on the thirtieth (30th) day of April, 2011.

Rent shall be paid to Landlord at Congress Commons, L.L.C., 504 South Laramie Avenue, Chicago, Illinois 60644, or at such place as Landlord may from time to time, hereby designate in writing to Tenant.

3.2 Taxes And Other Levies.

Landlord shall pay when due all real estate taxes, duties, assessments, sewer and water charges and other levies assessed against the Premises, except for those charges which this lease specifies that Tenant shall pay.

3.3 Utilities.

Tenant shall pay its prorated share when due all charges for gas, electricity, light, heat and telephone or other communication service, and all other utility services used in or supplied to the Premises, except for those charges which this lease specifies that Landlord shall pay.

Section 4.

Condition And Enjoyment Of Premises, Alterations And Additions, Surrender.

4.1 Condition Of Premises Upon Delivery Of Possession.

Landlord covenants that the Premises shall, at the time of delivery of possession to Tenant:

(a) comply in all respects with all laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governmental departments, ("Law") which may be applicable to the Premises or to the use or manner of use of the Premises;

(b) contain no environmentally hazardous materials.

Landlord's duty under this section of the lease shall survive Tenant's acceptance of the Premises.

4.2 Covenant Of Quiet Enjoyment.

Landlord covenants and agrees that Tenant, upon paying the rent and upon observing and keeping the covenants, agreements and conditions of this lease on its part to be kept, observed and performed, shall lawfully and quietly hold, occupy and enjoy the Premises (subject to the provisions of this lease) during the Term without hindrance or molestation by Landlord or by any person or persons claiming under Landlord.

4.3 Landlord's Duty To Maintain Premises And Right Of Access.

Unless otherwise provided in this lease, Landlord shall, at Landlord's expense, keep the Premises in a condition of thorough repair and good order, and in compliance with all applicable provisions of the Municipal Code of Chicago, including but not limited to those provisions in Title 13 ("Building and Construction"), Title 14 ("Electrical Equipment and Installation"), Title 15 ("Fire Prevention"), Title 10 and Title 17 ("Landscape Ordinance"). If Landlord shall refuse or neglect to make needed repairs within ten (10) days after written notice thereof sent by Tenant, unless such repair cannot be remedied by ten (10) days, and Landlord shall have commenced and is diligently pursuing all necessary action to remedy such repair, Tenant is authorized to make such repairs and to deduct the cost thereof from rents accruing under this lease, or immediately terminate this lease by providing the Landlord with written notice sent by certified or registered mail to the address cited herein. Landlord shall have the right of access to the Premises for the purpose of inspecting and making repairs to the Premises, provided that except in the case of emergencies, Landlord shall first give notice to Tenant of its desire to enter the Premises and will schedule its entry so as to minimize any interference with Tenant's use of Premises to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors or as otherwise necessary in the operation or protection of the Premises.

4.4 Use Of The Premises.

Tenant shall not use the Premises in a manner that would violate any Law. Tenant further covenants not to do or suffer any waste or damage, comply in all respects

with the laws, ordinances, orders, rules, regulations, and requirements of all federal, state and municipal governmental departments which may be applicable to the Premises or to the use or manner of use of the Premises, disfigurement or injury to any building or improvement on the Premises, or to fixtures and equipment thereof.

4.5 Alterations And Additions.

Tenant shall have the right to make such alterations, additions and improvements on the Premises as it shall deem necessary, provided that any such alterations, additions and improvements shall be in full compliance with the applicable Law and provided that Tenant has obtained the prior written consent of Landlord. Landlord shall not unreasonably withhold consent.

Section 5.

Assignment, Sublease And Liens.

5.1 Assignment And Sublease.

Tenant shall not assign this lease in whole or in part, or sublet the Premises or any part thereof without the written consent of Landlord in each instance. Landlord shall not unreasonably withhold consent.

5.2 Tenant's Covenant Against Liens.

Tenant shall not cause or permit any lien or encumbrance, whether created by act of Tenant, operation of law or otherwise, to attach to or be placed upon Landlord's title or interest in the Premises. All liens and encumbrances created by Tenant shall attach to Tenant's interest only.

Section 6.

Insurance And Indemnification.

6.1 Insurance.

The Landlord shall procure and maintain at all times, at Landlord's own expense,

during the Term of this lease, the types of insurance specified below, with insurance companies authorized to do business in the State of Illinois.

The kinds and amounts of insurance required are as follows:

(a) Workers' Compensation And Occupational Disease Insurance.

Workers' Compensation and Occupational Disease Insurance, in accordance with the laws of the State of Illinois, or any other applicable jurisdiction, covering all employees and Employer's Liability coverage with limits of not less than One Hundred Thousand Dollars (\$100,000) each accident or illness.

(b) Commercial Liability Insurance (Primary And Umbrella).

Commercial Liability Insurance or equivalent with limits of not less than Two Hundred Thousand Dollars (\$2,000,000) per occurrence, combined single limit, for bodily injury, personal injury and property damage liability. Coverage extensions shall include the following: all premises and operations, products/completed operations, broad for property, separation of insureds and contractual liability (with no limitation endorsement). The City of Chicago, its employees, elected officials, agents and representatives are to be named as additional insureds on a primary, non contributory basis for any liability arising directly or indirectly from the lease.

(c) Automobile Liability Insurance (Primary And Umbrella).

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Landlord shall provide Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence, combined single limit, for bodily injury and property damage.

(d) All Risk Property Insurance.

All risk property insurance coverage shall be maintained by the Landlord for full replacement value to protect against loss, damage to or destruction of property.

The Landlord shall be responsible for all loss or damage to personal property (including but not limited to materials, equipment, tools and supplies), owned or rented, by the Landlord.

6.2 Other Terms Of Insurance.

The Landlord will furnish the City of Chicago, Department of General Services, Office of Real Estate Management, Suite 3700, 30 North LaSalle Street, Chicago, Illinois 60602, original Certificates of Insurance evidencing the required coverage to be in force on the date of this lease, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this lease. The Landlord shall submit evidence on insurance prior to Lease award. The receipt of any certificates does not constitute agreement by the City that the insurance requirements in the lease have been fully met or that the insurance policies indicated on the certificate are in compliance with all lease requirements. The failure of the City to obtain certificates or other insurance evidence from Landlord shall not be deemed to be a waiver by the City. The Landlord shall advise all insurers of the lease provisions regarding insurance. Nonconforming insurance shall not relieve Landlord of its obligation to provide Insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the lease, and the City retains the right to terminate the lease until proper evidence of insurance is provided.

The insurance shall provide for sixty (60) days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed.

Any and all deductibles or self-insured retentions on referenced insurance coverages shall be borne by Landlord.

The Landlord agrees that insurers shall waive their rights of subrogation against the City of Chicago its employees, elected officials, agents or representatives.

The Landlord expressly understands and agrees that any coverages and limits furnished by Landlord shall in no way limit the Landlord's liabilities and responsibilities specified within the lease documents or by law.

The Landlord expressly understands and agrees that any insurance or self-insurance programs maintained by the City of Chicago shall apply in excess of and not contribute with insurance provided by the Landlord under the lease.

The required insurance shall not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity therein given as a matter of law.

The City of Chicago, Department of Finance, Office of Risk Management maintains the right to modify, delete, alter or change these requirements.

6.3 Landlord's Indemnification.

Landlord shall indemnify and hold Tenant harmless against all liabilities, judgment costs, damages, and expenses which may accrue against, be charged to,

or be recovered from Tenant by reason of Landlord's negligent performance of or failure to perform any of its obligations under this lease.

Section 7.

Damage Or Destruction.

7.1 Damage Or Destruction.

If the Premises shall be damaged or destroyed by fire or other casualty to such extent that Tenant cannot continue, occupy or conduct its normal business therein, or if, in Tenant's opinion, the Premises are rendered untenable, Tenant shall have the option to declare this lease terminated as of the date of such damage or destruction by giving Landlord written notice to such effect. If Tenant exercises this option, the rent shall be apportioned as of the date of such damage or destruction and Landlord shall forthwith repay to Tenant all prepaid rent.

Section 8.

Conflict Of Interest And Governmental Ethics.

8.1 Conflict Of Interest.

No official or employee of the City of Chicago, nor any member of any board, commission or agency of the City of Chicago, shall have any financial interest (as defined in Chapter 2-156 of the Municipal Code), either direct or indirect, in the Premises; nor shall any such official, employee or member participate in making or in any way attempt to use his position to influence any City governmental decision or action with respect to this lease.

8.2 Duty To Comply With Governmental Ethics Ordinance.

Landlord and Tenant Shall comply with Chapter 2-156 of the Municipal Code of Chicago, "Governmental Ethics", including but not limited to Section 2-156-120, which states that no payment, gratuity or offer of employment shall be made in connection with any City of Chicago contract as an inducement for the award of that contract or order. Any contract negotiated, entered into or performed in violation of any of the provisions of Chapter 2-156 shall be voidable as to the City of Chicago.

Section 9.

Holding Over.

9.1 Holding Over.

Any holding over by Tenant shall be construed to be a tenancy from month to month only beginning May 1, 2011 and the rent shall be at the same rate as set forth in Section 3.1(e) of this lease.

Section 10.

Miscellaneous.

10.1 Notice.

All notices, demands and requests which may be or are required to be given demanded or requested by either party to the other shall be in writing. All notices, demands and requests by Landlord to Tenant shall be delivered by national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid addressed to Tenant as follows:

Department of General Services
Office of Real Estate Management
30 North LaSalle Street, Suite 3700
Chicago, Illinois 60602

or at such other place as Tenant may from time to time designate by written notice to Landlord and to Tenant at the Premises. All notices, demands and requests by Tenant to Landlord shall be delivered by a national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to Landlord as follows:

Mark Wubbolding
Congress Commons, L.L.C.
504 South Laramie Avenue
Chicago, Illinois 60644

or at such other place as Landlord may from time to time designate by written notice to Tenant. Any notice, demand or request which shall be served upon

Landlord by Tenant, or upon Tenant by Landlord, in the manner aforesaid, shall be deemed to be sufficiently served or given for all purposes hereunder at the time such notice, demand or request shall be mailed.

10.2 Partial Invalidity.

If any covenant, condition, provision, term or agreement of this lease shall, to any extent, be held invalid or unenforceable, the remaining covenants, conditions, provisions, terms and agreements of this lease shall not be affected thereby, but each covenant, condition, provision, term or agreement of this lease shall be valid and in force to the fullest extent permitted by law.

10.3 Governing Law.

This lease shall be construed and be enforceable in accordance with the laws of the State of Illinois.

10.4 Entire Agreement.

All preliminary and contemporaneous negotiations are merged into and incorporated in this lease. This lease contains the entire agreement between the parties and shall not be modified or amended in any manner except by an instrument in writing executed by the parties hereto.

10.5 Captions And Section Numbers.

The captions and section numbers appearing in this lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections of this lease nor in any way affect this lease.

10.6 Binding Effect Of Lease.

The covenants, agreements, and obligations contained in this lease shall extend to, bind and inure to the benefit of the parties hereto and their legal representatives, heirs, successors and assigns.

10.7 Time Is Of The Essence.

Time is of the essence of this lease and of each and every provision hereof.

10.8 No Principal/Agent Or Partnership Relationship.

Nothing contained in this lease shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto.

10.9 Authorization To Execute Lease.

The parties executing this lease hereby represent and warrant that they are the duly authorized and acting representatives of Landlord and Tenant respectively and that by their execution of this lease, it became the binding obligation of Landlord and Tenant respectively, subject to no contingencies or conditions except as specifically provided herein.

10.10 Termination Of Lease.

Tenant shall have the right to terminate this lease by providing Landlord with sixty (60) days prior written notice any time after eighteen (18) months from the Commencement Date of this lease.

10.11 Force Majeure.

When a period of time is provided in this lease for either party to do or perform any act or thing, the party shall not be liable or responsible for any delays due to strikes, lockouts, casualties, acts of God, wars, governmental regulation or control, and other causes beyond the reasonable control of the party, and in any such event the time period shall be extended for the amount of time the party is so delayed.

10.12 Condemnation.

If the whole or any substantial part of the Premises are taken or condemned by any competent authority for any public use or purpose, or if any adjacent property or street shall be so condemned or improved in such a manner as to require the use of any part of the Premises, the term of this lease shall, at the option of Landlord or the condemning authority, be terminated upon, and not before, the date when possession of the part so taken shall be required for such use or purpose, and Landlord shall be entitled to receive the entire award without apportionment with Tenant. Rent shall be apportioned as of the date of Tenant's vacating as the result of said termination.

Section 11.

Additional Responsibilities Of Landlord.

Landlord under this lease shall:

11.1

At Landlord's expense complete the following repairs within sixty (60) days of effective date of this lease:

- (1) secure exterior iron security gate over west kitchen window;
- (2) replace/secure metal cover on lower east column in administration office;
- (3) install designated 20 amp G.F.I. circuit on east wall above counter in laboratory;
- (4) repair or replace broken window blind in patient waiting area, south wall;
- (5) replace clear glass on exterior window of south wall with matching "smoked glass" as is all other exterior glass that section;
- (6) patch and paint the interior walls throughout;
- (7) replace carpeting in open administration area with comparable grade commercial carpet;
- (8) replace waiting room carpet with matching or similar vinyl tile as in entryway.
 - (i) Vacuum the interior of the HVAC ducts throughout.
 - (j) Clearly mark rear courtyard exit with emergency exit signs.

11.2

Provide and pay for hot and domestic water for the Premises.

11.3

Maintain plumbing in good operable condition.

11.4

Maintain two (2) fire extinguishers on the Premises at all times. Landlord will not be responsible for vandalized or stolen fire extinguishers.

11.5

Provide and maintain smoke detectors and carbon monoxide detectors in office area.

11.6

Provide, at Landlord's expense, any and all janitorial service for maintenance of the exterior and interior of the Premises, including all structural, mechanical and electrical components. Janitorial service as used herein shall not be construed to mean cleaning, washing, or sweeping of any kind, or moving of furniture, et cetera, but shall refer strictly to service for the maintenance of the physical plant.

11.7

Provide air-conditioning to the Premises whenever air-conditioning shall be necessary and/or required for the comfortable occupancy of the Premises. Landlord shall maintain the plant and equipment in good operable condition, excluding damage caused by acts of vandalism from Tenant or any of its agents or clients.

11.8

Provide heat to the Premises whenever heat shall be necessary and/or required for the comfortable occupancy of the demised Premises Monday through Friday, 7:00 A.M. -- 7:00 P.M. and Saturday, 7:00 A.M. -- 3:00 P.M. Landlord shall maintain the plant and equipment in good operable condition, excluding damage caused by acts of vandalism from Tenant or any of its agents or clients.

11.9

Provide, at Landlord expense, extermination service whenever necessary.

11.10

Provide, at Landlord expense, prompt removal of snow and ice from sidewalk which immediately abut demised Premises.

11.11

Professional clean carpeting, at Landlord expense, on an annual basis from the effective date of this lease.

11.12

Provide, at Landlord expense, security service for outside perimeter of building.

11.13

Professional spot paint the Premises, at Landlord expense, on an annual basis from the effective date of this lease.

11.14

Provide and pay for exterior window washing on a reasonable basis.

11.15

Maintain interior battery operated emergency lights.

11.16

Provide and pay for scavenger service for routine office waste.

11.17

Provide and maintain at Landlord's expense ceiling lights and ballasts.

Section 12.

Additional Responsibilities Of Tenant.

Tenant under this lease shall:

12.1

Replace any broken plate glass on first (1st) floor of said Premises during Term of lease which is not caused by negligence of Landlord.

12.2

Provide and pay for nightly custodial services which shall be construed as cleaning, washing, emptying wastepaper baskets and sweeping.

12.3

Tenant reserves the right to install an appropriate sign on the front exterior of the Premises provided that it complies with federal, state and municipal laws.

12.4

Upon the termination of this lease, Tenant shall surrender the Premises to the Landlord in a comparable condition to the condition of the Premises at the beginning of this lease, with normal wear and tear taken into consideration.

12.5

Tenant will allow Landlord to place upon Premises notices of rental signs not to exceed two (2)' feet by two (2) feet in size during the last six (6) months of the lease and only as such signs pertain to vacancy of the Premises.

12.6

Pay for monthly alarm service, if necessary.

12.7

Tenant, or any of its agents or employees, shall not perform or permit any practice that is injurious to the Premises or unreasonably disturbs other Tenants; is illegal; or increases the rate of insurance on the Premises.

12.8

Tenant shall keep out of Premises materials which cause a fire hazard or safety hazard and comply with reasonable requirements of Landlord's fire insurance carrier; not destroy, deface, damage, impair nor remove any part of the Premises or facilities, equipment or appurtenances.

Section 13.

Additional Clauses.

13.1

It is mutually agreed and understood by and between the parties hereto that the remuneration mentioned in the lease is payable in part from funds when made available from the federal government. In the event funding is suspended, Tenant may cancel this lease with thirty (30) days notice after Tenant receives notification from the federal government of funding suspension. As a result, if Tenant defaults in the payment of any sums required to be paid under this lease, the sole remedy of the Landlord shall be for possession of the demised Premises.

13.2

In the event Landlord shall assign this lease and/or sell or convey the building, or its interest in the building the same shall operate to release Landlord from any future liability upon any of the covenants or conditions, express or implied, herein contained in favor of Tenant, and in such event Tenant agrees to look solely to the successor in interest of Landlord in and to this lease. This lease shall not be excepted by such assignment or sale, and Tenant agrees to attorn to the purchaser or assignee.

13.3 Business Relationships.

Congress Commons, L.L.C. acknowledges (A) receipt of a copy of Section 2-156-030 (b) of the Municipal Code of Chicago, (B) that he has read such provision and understands that pursuant to such Section 2-156-030(b) it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (C) notwithstanding anything to the contrary contained in this Agreement, that a violation of Section 2-156-030(b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Agreement shall be grounds for termination of this Agreement and the transactions contemplated hereby. Congress Commons, L.L.C. hereby represents and warrants that no violation of Section 2-156-030(b) has occurred with respect to this Lease Agreement or the transactions contemplated hereby.

13.4 Patriot Act Certification.

Congress Commons, L.L.C. represents and warrants that neither Congress Commons, L.L.C. nor any Affiliate thereof (as defined in the next paragraph) is listed on any of the following lists maintained by the Office of Foreign Assets Control of the United States Department of the Treasury, the Bureau of Industry and Security of the United States Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

As used in the above paragraph, an "Affiliate" shall be deemed to be a person or entity related to Congress Commons, L.L.C. that, directly or indirectly, through one (1) or more intermediaries, controls, is controlled by or is under common control with Congress Commons, L.L.C., and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

13.5 Prohibition On Certain Contributions -- Mayoral Executive Order Number 05-1.

Congress Commons, L.L.C. agrees that Congress Commons, L.L.C., any person or entity who directly or indirectly has an ownership or beneficial interest in Congress Commons, L.L.C. of more than seven and five-tenths percent (7.5%) ("Owners"), spouses and domestic partners of such Owners, Congress Commons, L.L.C. contractors (i.e., any person or entity in direct contractual privity with Congress Commons, L.L.C. regarding the subject matter of this Agreement) ("Contractors"), any person or entity who directly or indirectly has an ownership or beneficial interest in any Contractor of more than seven and five-tenths percent (7.5%) ("Subowners") and spouses and domestic partners of such Subowners (Congress Commons, L.L.C. and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fund-raising committee (i) after execution of this Agreement by Congress Commons, L.L.C., (ii) while this Agreement or any Other Contract is executory, (iii) during the term of this Agreement or any Other Contract between Congress Commons, L.L.C. and the City, or (iv) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

Congress Commons, L.L.C. represents and warrants that from the date the City approached Congress Commons, L.L.C. or the date Congress Commons, L.L.C.

approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fund-raising committee.

Congress Commons, L.L.C. agrees that they shall not: (a) coerce, compel or intimidate his employees to make a contribution of any amount to the Mayor or to the Mayor's political fund-raising committee; (b) reimburse his employees for a contribution of any amount made to the Mayor or to the Mayor's political fund-raising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fund-raising committee.

Congress Commons, L.L.C. agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order Number 05-1 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order Number 05-1.

Congress Commons, L.L.C. agrees that a violation of, noncompliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order Number 05-1 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted, unless the City, in its sole discretion, elects to grant such an opportunity to cure. Such breach and default entitles the City to all remedies (including, without limitation, termination for default) under this Agreement, under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Congress Commons, L.L.C. intentionally violates this provision or Mayoral Executive Order Number 05-1 prior to the closing of this Agreement, the City may elect to decline to close the transaction contemplated by this Agreement.

For purposes of this provision:

"Bundle" means to collect contributions from more than one source which are then delivered by one person to the Mayor or to his political fund-raising committee.

"Other Contract" means any other agreement with the City of Chicago to which Congress Commons, L.L.C. is a party that is (i) formed under the authority of chapter 2-92 of the Municipal Code of Chicago; (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the City Council of the City of Chicago.

"Contribution" means a "political contribution" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

Individuals are "Domestic Partners" if they satisfy the following criteria:

- (A) they are each other's sole domestic partner, responsible for each other's common welfare; and
- (B) neither party is married; and
- (C) the partners are not related by blood closer than would bar marriage in the State of Illinois; and
- (D) each partner is at least eighteen (18) years of age, and the partners are the same sex, and the partners reside at the same residence; and
- (E) two (2) of the following four (4) conditions exist for the partners:
 - 1. The partners have been residing together for at least twelve (12) months.
 - 2. The partners have common or joint ownership of a residence.
 - 3. The partners have at least two (2) of the following arrangements:
 - a. a joint ownership of a motor vehicle;
 - b. a joint credit account;
 - c. a joint checking account;
 - d. a lease for a residence identifying both domestic partners as tenants.
 - 4. Each partner identifies the other partner as a primary beneficiary in a will.

"Political fund-raising committee" means a "political fund-raising committee" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

13.6 Waste Ordinance Provisions.

In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Congress Commons, L.L.C. warrants and represents that they, and to the best of their knowledge, their contractors and subcontractors, have not violated and are not in violation of any provisions of Section 7-28 or Section 11-4 of the Municipal Code (the "Waste Sections"). During the period while this Agreement is executory, Congress Commons, L.L.C.'s, any general contractor's or any

subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Agreement, constitutes a breach of and an event of default under this Agreement, for which the opportunity to cure, if curable, will be granted only at the sole designation of the Chief Procurement Officer. Such breach and default entitles the City to all remedies under the Agreement, at law or in equity. This section does not limit Congress Commons, L.L.C.'s, general contractor's and its subcontractors' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Agreement. Noncompliance with these terms and conditions may be used by the City as grounds for the termination of this Agreement, and may further affect Congress Commons, L.L.C. eligibility for future contract awards.

In Witness Whereof, The parties have executed this lease as of the day and year first above written.

Landlord:

By: _____

Tenant:

City of Chicago, an Illinois municipal
corporation

By: The Department of General Services

By: _____
Commissioner

Approved: The Department of Health

By: _____
Commissioner

Approved as to Form and Legality:

By: The Department of Law

By: _____
Assistant Corporation Counsel

AUTHORIZATION FOR EXECUTION OF LEASE AGREEMENT
AT 8541 SOUTH STATE STREET FOR
DEPARTMENT OF HEALTH.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of General Services authorizing the execution of lease agreement at 8541 South State Street, having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a vote of the members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

On motion of Alderman Suarez, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 45.

Nays -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Commissioner of the Department of General Services is authorized to execute, on behalf of the City of Chicago, a lease with Mercy Hospital and Medical Center, as Landlord, for approximately two thousand six hundred ten (2,610) total square feet of office space. In Suite Number 10, approximately one thousand four hundred eighty-six (1,486) square feet (four (4) exam rooms), and in Suite Number 11, approximately one thousand one hundred twenty-four (1,124) square feet (three (3) exam rooms) on the second floor of the property located at 8541 South State Street, for use by the Department of Health, as Tenant; such lease to be approved by the Commissioner of the Department of Health and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease Agreement immediately follows
Section 2 of this ordinance.]

SECTION 2. This ordinance shall be effective from and after the date of its passage and approval.

Lease Agreement referred to in this ordinance reads as follows:

Lease Number 100677.

This Lease (the "Lease") is made and entered into this ____ day of _____, 2006, by and between Mercy Hospital and Medical Center (hereinafter referred to as "Landlord") and the City of Chicago, an Illinois municipal corporation, by and through its Department of General Services ("D.G.S.") and Department of Public Health ("D.P.H.") (hereinafter referred to as "Tenant").

Recital.

Whereas, Landlord is the owner of the premises more commonly known as Mercy Hospital and Medical Center, 8541 South State Street, Chicago, Cook County, Illinois (the "Property"); and

Whereas, Landlord has agreed to lease to Tenant, and Tenant has agreed to lease from Landlord approximately two thousand six hundred ten (2,610) square feet of office space in Suite Number 10, approximately one thousand four hundred eighty-six (1,486) square feet (four (4) exam rooms) in Suite Number 11, and approximately one thousand one hundred twenty-four (1,124) square feet (three (3) exam rooms) on the second (2nd) floor, all located at the Property to be used by the Department of Health as a Behavioral Health Center;

Now, Therefore, In consideration of the covenants, terms and conditions set forth herein, the parties hereto agree and covenant as follows:

Section 1.

Grant.

Landlord hereby leases to Tenant the following described premises situated in the City of Chicago, County of Cook, State of Illinois, to wit:

approximately two thousand six hundred ten (2,610) square feet of office space in Suite Number 10, approximately one thousand four hundred eighty-six (1,486) square feet (four (4) exam rooms) in Suite Number 11, and approximately one thousand one hundred twenty-four (1,124) square feet (three (3) exam rooms) on the second (2nd) floor located on the Property (the "Premises"), all as depicted in the floor plans attached hereto as Exhibit A and incorporated herein by this reference.

Section 2.

Term.

The term of this Lease ("Term") shall be entered into effective as of the date of occupancy, but no later than the ____ day of _____, 2006,

("Commencement Date"), and shall end on the last day of the sixtieth (60th) full month (Fifth Lease Year) after the Commencement Date, unless sooner terminated as set forth in this Lease.

"Lease Year" as used herein, means a period of twelve (12) consecutive months during the Lease Term; the First Lease Year (the "First Year Lease") commencing on the Commencement Date, provided however, in the event such Commencement Date is other than the first day of the month, the First Lease Year shall commence on the first day of the month immediately following such Commencement Date.

Section 3.

Rent, Taxes And Utilities.

3.1 Rent.

Tenant shall pay base rent ("Rent") for the Premises in the amount of:

(a) Four Thousand Four Hundred Seventy-eight and 32/100 Dollars (\$4,478.32) per month for the period beginning on the Commencement Date, with said monthly rental being prorated on a per diem basis if the initial term does not commence on the first (1st) day of the month and ending on the last day of the First Lease Year.

(b) Four Thousand Six Hundred Eleven and no/100 Dollars (\$4,611.00) per month for the period beginning on the first day of the Second Lease Year and ending on the last day of the Second Lease Year.

(c) Four Thousand Seven Hundred Forty-eight and 02/100 Dollars (\$4,748.02) per month for the period beginning on the first day of the Third Lease Year and ending on the last day of the Third Lease Year.

(d) Four Thousand Eight Hundred Eighty-nine and 40/100 Dollars (\$4,889.40) per month for the period beginning on the first day of the Fourth Lease Year and ending on the last day of the Fourth Lease Year.

(e) Five Thousand Thirty-five and 12/100 Dollars (\$5,035.12) per month for the period beginning on the first day of the Fifth Lease Year and ending on the last day of the Fifth Lease Year.

Rent shall be paid when due as specified above. Each and every payment of Rent due which is not paid by the tenth (10th) business day after it is due shall bear a late

charge of five percent (5%), which shall constitute additional rent hereunder. However, Tenant will be given two (2) grace periods each fiscal year.

Rent shall be paid to Landlord at the Mercy Hospital and Medical Center, 2525 South Michigan Avenue, Chicago Illinois, 60616 or at such place as Landlord may from time to time hereby designate in writing to Tenant. Except as specifically provided in this Lease, Rent shall be paid without abatement, deduction or setoff of any kind; it being the intent of the parties that, to the full extent provided by law, Tenant's covenant to pay Rent shall be independent of all other covenants contained in this Lease.

3.2 Taxes And Other Levies.

Landlord shall pay when due all real estate taxes, duties, assessments, sewer, water and other levies assessed against the Premises, except for those charges, which this Lease specifies that Tenant shall pay.

3.3 Utilities.

Tenant shall pay when due all charges and services used in or supplied to the Premises, except for those charges and services, which this Lease specifies that Landlord shall pay.

Section 4.

Condition And Enjoyment Of Premises, Alterations And Additions, Surrender.

4.1 Condition Of Premises Upon Delivery Of Possession.

Landlord covenants that the Premises shall, at the time of delivery of possession to Tenant:

- (a) comply in all respects with all laws, ordinances, orders, rules, regulations, and requirements of all federal, state and municipal governmental departments, ("Law") which may be applicable to the Premises or to the use or manner of use of the Premises, including without limitation Sections 7-28 and 11-4 of the Municipal Code of the City, and the waste treatment and disposal provisions set forth therein;

(b) to the best of Landlord's knowledge, contain no environmentally hazardous materials, as defined and more fully set forth in Section 6 herein;

(c) Landlord hereby warrants and represents that it has not conducted any environmental assessment or inspection of the Premises.

Landlord will not, during the Term, undertake any action that would violate the foregoing covenants. Landlord's duty under this section of the lease shall survive Tenant's acceptance of the Premises.

4.2 Covenant Of Quiet Enjoyment.

Landlord covenants and agrees that Tenant, upon paying the Rent and upon observing and keeping the covenants, agreements and conditions of this lease on its part to be kept, observed and performed, shall lawfully and quietly hold, occupy and enjoy the Premises (subject to the provisions of this lease) during the Term or any renewal term without hindrance or molestation by Landlord or by any person or persons claiming under Landlord.

4.3 Landlord's Duty To Maintain Premises And Right Of Access.

Unless otherwise provided in this Lease, Landlord shall, at Landlord's expense, keep the Premises in a condition of repair and good order, and in compliance with all applicable provisions of the Municipal Code of the City of Chicago, including but not limited to those provisions in Title 13 ("Building and Construction"), Title 14 ("Electrical Equipment and Installation"), Title 15 ("Fire Prevention") and all applicable landscape ordinances. Landlord shall complete emergency repairs within twenty-four (24) hours. If Landlord shall refuse or neglect to make needed non-emergency repairs within ten (10) business days after mailing of written notice thereof sent by Tenant, unless such repair cannot be remedied within ten (10) business days, and Landlord shall have commenced and is diligently pursuing all necessary action to remedy such repair, Tenant is authorized to make such repairs and to deduct the cost thereof from Rent accruing under this lease. In the event Landlord shall refuse or neglect to make needed repairs within thirty (30) days after mailing of written notice, Tenant can immediately terminate this lease by providing the Landlord with written notice of termination for cause sent by certified or registered mail to the address cited herein. Landlord shall make good faith efforts at completing the repairs. Before exercising its option to terminate the lease, Tenant shall provide Landlord, working in good faith, with an additional thirty (30) day extension after the first thirty (30) days has expired.

Landlord shall have the right of access to the Premises for the purpose of inspecting and making minor repairs to the Premises, provided that except in the

case of emergencies or major repairs, Landlord shall first give notice to Tenant of its desire to enter the Premises and will schedule its entry so as to minimize any interference with Tenant's use of Premises to prospective or actual purchasers, mortgagees, workmen, or contractors or as otherwise necessary in the operation or protection of the Premises.

4.4 Use Of The Premises.

Tenant affirms that it will perform only those procedures for which it is licensed and that the license evidencing ability to perform procedures must be filed with the Landlord prior to the date of this Lease, unless otherwise agreed to by the parties hereto in writing.

Tenant shall use and occupy the Premises as a behavioral health clinic and ancillary purposes and for no other purpose. Tenant shall not permit the Premises to be used in any manner, which would render the insurance thereon void. Tenant shall not use or occupy the Premises, or permit the Premises to be used or occupied, contrary to any statute, rule, order, ordinance, requirement or regulation; or in any manner which would violate any certificate of occupancy affecting the same; or which would cause structural injury to the improvements, or which would cause the value or usefulness of the premises, or any part thereof, to diminish, ordinary wear and tear excepted.

4.5 Alterations And Additions.

Tenant shall have the right to make such alterations, additions and improvements on the Premises as it shall deem necessary, provided that any such alterations, additions and improvements shall be in full compliance with the applicable Law and provided that Tenant has obtained the prior written consent of Landlord. Landlord shall not unreasonably withhold consent.

Section 5.

Assignment, Sublease And Liens.

5.1 Assignment And Sublease.

Tenant shall not assign, sublease, mortgage, encumber or otherwise transfer this Lease in whole or in part, or sublet the Premises or any part thereof without the written consent of Landlord in each instance. Landlord shall not unreasonably

withhold consent to any assignment of the Lease or sublease of the Premises provided that (i) the assignee or subtenant will use the Premises for the Permitted Use and in a manner similar to that being used as of the Commencement Date of this Lease and (ii) no such assignment or sublease shall release Tenant from any liability under this Lease.

5.2 Tenant's Covenant Against Liens.

Except as set forth in Section 5.1, Tenant shall not cause or permit any lien or encumbrance, whether created by act of Tenant, operation of law or otherwise, to attach to or be placed upon Landlord's title or interest in the Premises. All liens and encumbrances created by Tenant shall attach to Tenant's leasehold interest only. Tenant shall make good faith efforts to remove any such lien or encumbrance within ninety (90) days after written notice by Landlord. If Tenant makes good faith efforts at removing such lien or encumbrance, Landlord shall provide Tenant with an additional thirty (30) day extension after the first time frame has expired. If the lien or encumbrance remains one hundred twenty (120) days after written notice is tendered to Tenant by Landlord, Landlord may take such action to remove such lien or encumbrance. Tenant shall reimburse Landlord for the amount so paid and costs incurred by Landlord.

Section 6.

Environmental Covenants.

6.1 Definitions.

(a) For purposes of this Lease, "Environmental Laws" means any past, present or future federal, state or local laws, statute, regulations, rules, ordinances and policies relating environmental matters and contamination of any type whatsoever, including without limitation, those relating to: (1) treatment, storage, disposal, generation or transportation of any Hazardous Material; (2) spills, discharges, leaks, emissions, escapes, dumping or other releases or threatened releases of any Hazardous Material into the environment, whether or not notification or reporting to any federal, state or local agency was or is required; (3) air, water or noise pollution; (4) surface or groundwater contamination; (5) the protection of natural resources; (6) wildlife, marine sanctuaries or wetlands; (7) storage tanks, vessels and related equipment; (8) abandoned or discarded barrels, containers and other closed receptacles; (9) health and safety of employees and other persons; (10) reporting or notification regarding or relating to any Hazardous Material; and (11) otherwise relating to the manufacture, processing, use, distribution, treatment, storage, disposal, transportation or handling of any Hazardous Material.

(b) For purposes of this Lease, "Hazardous Material" means:

(1) any pollutant, contaminant, pesticide, solid waste or hazardous or extremely hazardous, dangerous or toxic waste, substance, chemical, or material within the meaning of any applicable federal, state or local statute, law, code, rule, regulation, ordinance, order, standard, permit license or requirement (including consent decrees, judicial decisions and administrative orders), together with all amendments thereto and reauthorization thereof, including but not limited to (i) any hazardous substance as defined by the Comprehensive Environmental Response, Compensation and Liability Act ("C.E.R.C.L.A."), 42 U.S.C, 9601, et seq., and all amendments thereto and reauthorization thereof; and (ii) any "hazardous waste" as defined by the Resource Conservation and Recovery Act ("R.C.R.A."), 42 U.S.C., 6902, et seq., and all amendments thereto and reauthorization thereof,

(2) even if not prohibited (but excluding commercial cleaning supplies), limited or regulated by Environmental Laws, any pollutant contaminant, hazardous, dangerous or toxic chemical material, waste or any other substance, including, without limitation, any industrial process or pollution control waste (whether or not hazardous within the meaning of R.C.R.A.) which may or could pose a hazard to the environment or the health and safety of any occupant, user or third party at the Premises or the Property or any owner, operator, occupant, user, tenant or third party at property near (but necessarily contiguous to) the Premises or the Property, or could presently or at any time in the future cause a detriment to, or impair the beneficial use and/or economic value of the Premises or the Property, or any portion thereof;

(3) petroleum, crude oil or any fraction thereof;

(4) natural gas, natural gas liquids, liquefied natural gas (all the foregoing collectively called Natural Gas Products), synthetic gas or mixtures of Natural Gas Products and synthetic gas;

(5) any radioactive material, including any source, special nuclear or byproduct material, however produced, as defined in the Atomic Energy Act, 42 U.S.C, 2011, et seq.; and amendments thereto and reauthorization thereof;

(6) asbestos-containing materials in any form or condition; or

(7) chemicals subject to the O.S.H.A. Hazard Communication Standard, 29 C.F.R. Section 1910.1200, et seq.

6.2 Landlord's Warranties And Representations.

Landlord represents and warrants that, to its knowledge, there are no Hazardous Materials, on, in under or about the Premises, Property, or any property adjacent

to the Premises and that there are no present violations of or obligation arising in connection with any Environmental Laws affecting the Premises. Landlord further represents and warrants that it has not conducted any environmental assessment or similar inspection of the Premises.

Section 7.

Insurance And Indemnification.

7.1 Insurance.

The Landlord shall procure and maintain at all times, at Landlord's own expense during the Term of this Lease, insurance, or self insure, through means utilized by Landlord to maintain insurance and risk management liability coverage the types of insurance specified below, with insurance companies authorized to do business in the State of Illinois.

The kinds and amounts of insurance required are as follows:

a) Workers' Compensation And Occupational Disease Insurance.

Workers' Compensation and Employer's Liability Insurance, in accordance with the laws of the State of Illinois, or any other applicable jurisdiction, covering all Landlord's employees at the Premises and Employer's Liability coverage with limits of not less than One Hundred Thousand Dollars (\$100,000) each accident or illness. This provision shall also apply to Landlord's employees, agents or clients hired for work on the Premises.

b) Commercial Liability Insurance (Primary And Umbrella).

Commercial Liability Insurance or the equivalent with limits of not less than One Million Dollars (\$1,000,000) per occurrence combined single limit, for bodily injury, personal injury and property damage liability. Coverage extensions shall include the following: All premises and operations, products/completed operations, broad form property, separation of insureds and contractual liability (with no limitation endorsement). Tenant, its employees, elected officials, agents, and representatives are to be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from Tenant's occupancy and use of the Premises.

c) All Risk Property Insurance.

All risk property insurance coverage shall be maintained by the Landlord for full replacement value of the Property to protect against loss, damage to or destruction of property.

The Landlord shall be responsible for all loss or damage to personal property (including but not limited to materials, equipment, tools and supplies), owned or rented, by the Landlord, except if caused by Tenant, Tenant's employees or invitees. Notwithstanding the foregoing, Landlord shall not be obligated to repair or replace the personal property used by Tenant.

7.2 Other Terms Of Insurance.

Landlord will furnish Tenant, Department of General Services, Bureau Office of Real Estate Management, 30 North LaSalle Street, Suite 3700, Chicago, Illinois 60602, original Certificates of Insurance and/or similar documentation issued by Landlord evidencing the required coverage to be in force on the date of this Lease, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the Term of this Lease. Landlord shall submit evidence of insurance prior to execution of this Lease. The receipt of any certificate and/or similar documentation issued by Landlord does not constitute agreement by Tenant that the insurance requirements in the Lease have been fully met or that the insurance policies indicated on the certificate are in compliance with all Lease requirements. The failure of the Tenant to obtain certificates or other insurance evidence from Landlord shall not be deemed to be a waiver by Tenant. Landlord shall advise all insurers of the Lease provisions regarding insurance. Nonconforming insurance shall not relieve Landlord of its obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Lease, and Tenant retains the right to terminate the Lease until proper evidence of insurance is provided within sixty (60) days of demand thereof.

Landlord and Landlord's insurance carrier shall provide Tenant with thirty (30) days prior written notice in the event coverage is substantially changed, canceled, or non-renewed.

Any and all deductibles or self-insured retentions on insurance coverages on insurance coverages of the Landlord shall be borne by Landlord.

Landlord agrees that its insurers, if any, shall waive their rights of subrogation against Tenant, its employees, elected officials, agents or representatives. Tenant agrees that its insurers, if any, shall waive their rights of subrogation against Landlord, its employees, elected officials, agents or representatives.

Landlord expressly understands and agrees that any coverages and limits furnished by Landlord shall in no way limit Landlord's liabilities and responsibilities specified within the Lease documents or by law. The Landlord expressly understands and agrees that any insurance or self insurance programs maintained by Tenant shall apply in excess of and not contribute with insurance provided by the Landlord under the Lease.

The required insurance shall not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity therein given as a matter of law.

7.3 Mutual Indemnification.

Landlord and Tenant shall indemnify and hold each other harmless against all liabilities, judgments costs, damages, and expenses which may accrue against, be charged to, or be recovered from either party by reason of any negligent performance of or failure to perform any of their obligations under this Lease.

7.4 Self Insurance And Excess Liability Coverage.

Landlord and Tenant shall each maintain self-insurance coverage during the Term of this Lease. Landlord and Tenant acknowledge that each of them presently self insures its obligations as set forth in this Article Section 7. Evidence of self-insurance and any/all liability coverages provided by each to the other shall satisfy the requirements of this Article Section 7. Should either Landlord or Tenant cease to self insure, then such party shall provide the documentation and evidence of insurance coverage as set forth in this Article Section 7.

Prior to any change of insurance carrier, the Landlord shall notify Tenant of such change in writing thirty (30) business days prior to the change effective date.

Section 8.

Damage Or Destruction.

If the Premises are damaged or destroyed by fire or other casualty to such extent that Tenant cannot continue, occupy or conduct its normal business therein, or if the Premises do not meet all Municipal Building and Fire Code provisions and are therefore rendered untenable, Tenant shall have the option to declare this Lease terminated as of the date of such damage or destruction by giving Landlord written notice to such effect. If Tenant exercises this option, the Rent shall be apportioned as of the date of such damage or destruction and Landlord shall forthwith repay to

Tenant all prepaid Rent. Any repayment of Rent to Tenant shall not constitute a waiver of any of Tenant's rights and remedies in this Lease or under the Law. However, if there is a casualty event, and normal business operations are interrupted, but the Tenant does not elect to terminate, the Landlord shall have fifteen (15) business days to cure the damaged or destroyed Premises. Tenant shall have no liability to pay Rent during such time as the Premises or a portion thereof is rendered unfit for occupancy during any such casualty event. Rent shall abate during the time period that the Premises is not usable, which shall included the date of the casualty through the date that Tenant's normal business operations and tenancy resume.

Section 9.

Conflict Of Interest And Governmental Ethics.

9.1 Conflict Of Interest.

No official or employee of the City of Chicago, nor any member of any board, commission or agency of the City of Chicago, shall have any financial interest (as directed in Chapter 2-156 of the Municipal Code of Chicago), either direct or indirect, in the Premises; nor shall any such official, employee, or member participate in making or in any way attempt to use his position to influence any City governmental decision or action with respect to this lease.

9.2 Duty To Comply With Governmental Ethics Ordinance.

Landlord and Tenant shall comply with Chapter 2-156 of the Municipal Code of Chicago, "Governmental Ethics", including but not limited to Section 2-156-120, which states that no payment, gratuity or offer of employment shall be made in connection with any City of Chicago contract as an inducement for the award of that contract or order. Any contract negotiated, entered into or performed in violation of any of the provisions of Chapter 2-156 shall be voidable as to the City of Chicago.

Section 10.

Holding Over.

Any holding over by Tenant shall be construed to be a tenancy from month to month only beginning the day after the last day of the Fifth Lease Year and the Rent

shall be at one hundred ten percent (110%) of the rate as set forth in Section 3.1(e) of this lease, provided that this increase pursuant to holding over shall not apply for ninety (90) days after the lease expiration date where the parties are engaged in good faith negotiations to renew the lease. Landlord reserves all rights and remedies for hold over as may be available to Landlord pursuant to the Terms of this lease, and as may be applicable under Illinois law.

Section 11.

Miscellaneous.

11.1 Notice.

All notices, demands and requests, which may be or are required to be given demanded or requested by either party to the other shall be in writing. All notices, demands and requests by Landlord to Tenant shall be delivered by national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid addressed to Tenant as follows:

Department of General Services
Office of Real Estate Management
30 North LaSalle Street
Suite 3700
Chicago, Illinois 60602

or at such other place as Tenant may from time to time designate by written notice to Landlord and to Tenant at the Premises. All notices, demands and requests by Tenant to Landlord shall be delivered by a national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to Landlord as follows:

Mercy Hospital and Medical Center
2525 South Michigan Avenue
Chicago, Illinois 60616
Attention: President/Chief Executive Officer

or at such other place as Landlord may from time to time designate by written notice to Tenant. Any notice, demand or request which shall be served upon Landlord by Tenant, or upon Tenant by Landlord, in the manner aforesaid, shall be deemed to be sufficiently served or given for all purposes hereunder at the time such notice, demand or request shall be delivered in the manner set forth above.

11.2 Partial Invalidity.

If any covenant, condition, provision, term or agreement of this lease shall, to any extent, be held invalid or unenforceable, the remaining covenants, conditions, provisions, terms and agreements of this lease shall not be affected thereby, but each covenant, condition, provision, term or agreement of this lease shall be valid and in force to the fullest extent permitted by law.

11.3 Governing Law.

This lease shall be construed and be enforceable in accordance with the laws of the State of Illinois.

11.4 Entire Agreement.

All preliminary and contemporaneous negotiations are merged into and incorporated in this lease. This lease contains the entire agreement between the parties and shall not be modified or amended in any manner except by an instrument in writing executed by the parties hereto.

11.5 Captions And Section Numbers.

The captions and section numbers appearing in this lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections of this lease nor in any way affect this lease.

11.6 Binding Effect Of Lease.

The covenants, agreements and obligations contained in this lease shall extend to, bind and inure to the benefit of the parties hereto and their legal representatives, heirs, successors and assigns.

11.7 Time Is Of The Essence.

Time is of the essence of this lease and of each and every provision hereof.

11.8 No Principal/Agent Or Partnership Relationship.

Nothing contained in this lease shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto.

11.9 Authorization To Execute Lease.

The parties executing this lease hereby represent and warrant that they are the duly authorized and acting representatives of Landlord and Tenant respectively and that by their execution of this lease, it became the binding obligation of Landlord and Tenant respectively, subject to no contingencies or conditions except as specifically provided herein.

11.10 Termination Of Lease.

Except as otherwise provided in this lease, Tenant shall have the right to terminate this lease by providing Landlord with ninety (90) days prior written notice from and after forty-eight (48) months from the execution of this lease.

11.11 Force Majeure.

When a period of time is provided in this lease for either party to do or perform any act or thing, the party shall not be liable or responsible for any delays due to strikes, lockouts, casualties, acts of God, wars, governmental regulation or control, and other causes beyond the reasonable control of the party, and in any such event the time period shall be extended for the amount of time the party is so delayed.

11.12 Condemnation.

If the whole or any substantial part of the Premises are taken or condemned by any competent authority for any public use or purpose, or if any adjacent property or street shall be so condemned or improved in such a manner as to require the use of any part of the Premises, the term of this lease shall, at the option of Landlord or the condemning authority, be terminated upon, and not before, the date when possession of the part so taken shall be required for such use or purpose, and Landlord shall be entitled to receive the entire award without apportionment with Tenant. Rent shall be apportioned as of the date of Tenant's vacating as the result of said termination.

11.13 Relationship Of Parties.

Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture by the parties hereto, it being understood and agreed that no provision contained in this lease nor any acts of the parties hereto shall be deemed to create any relationship other than the relationship of Landlord and Tenant.

11.14 Severance.

If any term or provision of this lease shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this lease shall not be affected thereby, but each term and provision of this lease shall be valid and be enforced to the fullest extent permitted by law.

11.15 Landlord's Name.

Tenant agrees that it will not change its name or advertising to include any component of Landlord's corporate name without the prior written approval of Landlord.

Section 12.

Additional Responsibilities Of Landlord.

Landlord under this lease shall:

12.1

Provide and pay for hot and domestic water for the Premises.

12.2

Maintain plumbing in the Property, including the Premises, in good operable condition.

12.3

Provide and maintain two (2) fully charged and code compliant fire extinguishers on the Premises at all times. Landlord will not be responsible for vandalized or stolen fire extinguishers during the full Term.

12.4

Install and maintain two (2) carbon monoxide detectors within the Premises.

12.5

Provide, at Landlord's expense, any and all janitorial service for maintenance of the exterior and interior of the Premises, including all structural, mechanical and electrical components and replace light bulbs in common areas. Janitorial service as used herein shall not be construed to mean cleaning, washing, or sweeping of any kind, or moving of furniture, et cetera, but shall refer strictly to service for the maintenance of the physical plant.

12.6

Provide and pay for nightly custodial services as specified in Exhibit A, Cleaning Specification Detail.

12.7

Keep the Premises including but not limited to, windows, partitions, walls, glass, doors, door closers, fixtures, equipment and appurtenances thereof including lighting fixtures, light bulbs and ballasts, clean, neat and safe, and in good order, repair and condition.

12.8

Provide and pay for air-conditioning to the Premises whenever air-conditioning shall be necessary and/or required for the comfortable occupancy of the Premises, as reasonably determined by the Tenant. Landlord shall maintain the plant and equipment in good operable condition, excluding damage caused by acts of vandalism from Tenant or any of its agents or clients.

12.9

Provide and pay for heat to the Premises whenever heat shall be necessary and/or required for the comfortable occupancy of the Premises, as reasonably determined by the Tenant. Landlord shall maintain the plant and equipment in good operable condition, excluding damage caused by acts of vandalism from Tenant or any of its agents or clients.

12.10

Provide and pay for exterminator service whenever necessary.

12.11

Provide and pay for prompt removal of snow and ice from sidewalks and parking lot which immediately abut the Property.

12.12

Provide and pay for scavenger service.

12.13

Provide free parking for patients and staff in adjacent lot.

12.14

Provide on-site security officer, Monday through Friday, 7:00 A.M. to 11:00 P.M.; and Saturdays, from 7:00 A.M. to 3:00 P.M.

12.15

Provide on-site lab draw station.

12.16

Provide break room area for staff in lower level.

12.17

During the term of this lease, professionally clean carpeting on an annual basis and replace the worn carpeting and replace damaged ceiling tile when necessary.

12.18

Maintain the roof in watertight condition.

12.19

Professionally spot paint the Premises on an annual basis.

Section 13.

Additional Responsibilities Of Tenant.

Tenant under this lease shall:

13.1

Upon the termination of this lease, Tenant shall surrender the Premises to the Landlord in a comparable condition to the condition of the Premises at the beginning of this lease, with normal wear and tear taken into consideration.

13.2

Pay for monthly telephone service and alarm service, if necessary, as solely determined by the Tenant.

13.3

Keep out of the Premises materials which cause a fire hazard or safety hazard and comply with reasonable requirements of Landlord's fire insurance carrier; not destroy, deface, damage, impair, nor remove any part of the Premises or facilities, equipment or appurtenances, thereto; and except as set forth herein, maintain the smoke detectors in the Premises in accordance with applicable law.

13.4 Rules And Regulations.

Tenant shall observe and comply with the rules and regulations hereinafter set forth in Exhibit B, which are made a part hereof, and with such further reasonable rules and regulations as Landlord may prescribe, on written notice to Tenant, for the safety, care and cleanliness of the Premises and the comfort, quiet and convenience of other occupants of the Property.

Tenant shall commit no act of waste and, except as set forth herein as Landlord's duty, shall take good care of the Premises and the fixtures and appurtenances therein, and shall, in the use and occupancy of the Premises, conform to all laws, orders and regulations of the federal, state and municipal governments or any of their departments. Tenant shall not, without first obtaining the written consent of Landlord, make any alterations to the Premises.

Section 14.

Additional Clauses.

14.1

Landlord agrees to complete the following at its own expense prior to Tenant occupancy of space:

- remove the counters, cabinets and sinks in all the rooms that will serve as offices;
- replace the stained ceiling tiles;
- clean carpet throughout Premises and replace worn carpeting where necessary;
- paint both suites;
- add the Department of Health to building directory.

14.2

Tenant, or any of its agents or employees, shall not perform or permit any practice that is injurious to the Premises or unreasonably disturbs other Tenants; is illegal; or increases the rate of insurance on the Premises.

14.3

If Tenant shall be in default in the performance of or compliance with the terms of this lease (a) for a period of thirty (30) days after written notice from Landlord to Tenant specifying the items in default, or (b) in the case of a default which cannot, with due diligence, be cured within said thirty (30) day period, or (c) Tenant fails to proceed within said thirty (30) day period to cure the same and thereafter to prosecute the curing of such default with due diligence (it being intended if in connection with a default not susceptible of being cured with due diligence within said thirty (30) day period than the time of Tenant cured within which to cure the same shall be extended for such period as may be necessary to complete the cure with all due diligence), then, in either case, Landlord may, not less than ten (10) business days thereafter, send Tenant written notice to terminate this lease.

Upon the occurrence of any one or more of such events of default, Landlord, may at its election, terminate this lease with written notice to the Tenant. Upon termination of this lease, Tenant shall surrender possession, vacate the leased premises, deliver possession to Landlord and shall be released from all tenancy duties to the Landlord pursuant to this lease.

14.4

It is mutually agreed and understood by and between the parties hereto that the remuneration mentioned in this lease is payable in part from funds when made available from the federal government. Subject to the cure provisions in Section 14.3, if Tenant defaults in the payment of any sums required to be paid under this lease, Tenant shall be responsible for recovery of outstanding past due Rent, which is Tenant's pro-rata share of the Rent, up to and inclusive of the last day of Tenant's occupancy of the Premises. Notwithstanding the foregoing, if Tenant shall be in default in the performance of or compliance with the terms of this lease where the federal funding necessary for the Tenant's payment and performance of this lease is no longer available to the Tenant for any reason, then, not less than sixty (60) days from Tenant's receipt of written notice of default and lease termination from Landlord, the lease shall terminate and the sole remedy of the Landlord shall be for possession of the demised Premises. Upon termination of this lease, Tenant shall surrender possession, vacate the leased premises, deliver possession to Landlord and shall be released from all tenancy duties to the Landlord pursuant to this lease.

Section 15.

Disclosure Provisions.

15.1 Business Relationships.

Mercy Hospital and Medical Center acknowledges (A) receipt of a copy of Section 2-156-030(b) of the Municipal Code of Chicago, (B) that it has read such provision and understands that pursuant to such Section 2-156-030(b), it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (C)

notwithstanding anything to the contrary contained in this lease, that a violation of Section 2-156-030(b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this lease shall be grounds for termination of this lease and the transactions contemplated hereby. Mercy Hospital and Medical Center hereby represents and warrants that no violation of Section 2-156-030(b) has occurred with respect to lease or the transactions contemplated hereby.

15.2 Patriot Act Certification.

Mercy Hospital and Medical Center represents and warrants that neither Mercy Hospital and Medical Center nor any Affiliate thereof (as defined in the next paragraph) is listed on any of the following lists maintained by the Office of Foreign Assets Control of the United States Department of the Treasury, the Bureau of Industry and Security of the United States Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

As used in the above paragraph, an "Affiliate" shall be deemed to be a person or entity related to Mercy Hospital and Medical Center that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with Mercy Hospital and Medical Center, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

15.3 Prohibition On Certain Contributions -- Mayoral Executive Order Number 05-1.

Consistent with the intent of Mayoral Executive Order Number 05-1, compliance with the substance of which is intended by this section, Mercy Hospital and Medical Center hereby agrees that Mercy Hospital and Medical Center, any person or entity who directly or indirectly has an ownership or beneficial interest in Mercy Hospital and Medical Center of more than seven and five-tenths percent (7.5%), Mercy Health System of Chicago, Sisters of Mercy Regional Community of Chicago, any person or entity who directly or indirectly has an ownership or beneficial interest in Mercy Health System of Chicago, Sisters of Mercy Regional Community of Chicago of more than seven and five-tenths percent (7.5%), and any person or entity who directly or indirectly has an ownership, beneficial or other controlling interest in Mercy Hospital and Medical Center of more than seven and five-tenths percent (7.5%) (collectively, "Controlling Owners"), spouses and domestic partners of such

Controlling Owners (collectively, all the preceding classes of persons and entities are hereinafter referred to as the "Ownership Parties") shall not make a contribution of any amount to the Mayor of the City (the "Mayor") or to his political fund-raising committee (i) after execution of this lease by Mercy Hospital and Medical Center, and (ii) while this lease or any Other Contract is executory, (iii) during the term of this lease or any Other Contract between Mercy Hospital and Medical Center and the City, or (iv) during any period while an extension of this lease or any Other Contract is being sought or negotiated. These provisions shall not apply to contributions made prior to February 10, 2005, such date being the effective date of Executive Order 2005-1.

Mercy Hospital and Medical Center hereby agrees to require that any general contractor for the project covered by this lease, any person or entity who directly or indirectly has an ownership or beneficial interest in any such general contractor of more than seven and five-tenths percent (7.5%), any subcontractor, any person or entity who directly or indirectly has an ownership or beneficial interest in any subcontractor of more than seven and five-tenths percent (7.5%) (collectively the "Interested Parties"), and spouses and domestic partners of such Interested Parties (collectively, all the preceding classes of persons and entities are hereinafter referred to, together with the Ownership Parties, as the "Identified Parties") shall not make a contribution of any amount to the Mayor or to his political fundraising committee (i) after execution of this lease by the Mercy Hospital and Medical Center, and (ii) while the lease or any such general contract or subcontract is executory, (iii) during the term of the lease, any such general contract or any such subcontract, or (iv) during any period while an extension of the lease, any such general contract and any such subcontract is being sought or negotiated.

Mercy Hospital and Medical Center represents and warrants that as of the later of (i) February 10, 2005, or (ii) the date that the City approached Mercy Hospital and Medical Center, or Mercy Hospital and Medical Center approached the City, as applicable, regarding the formulation of this lease, no Identified Parties have made a contribution of any amount to the Mayor or to his political fund-raising committee.

Mercy Hospital and Medical Center agrees that it shall not and it shall require all other Identified Parties to not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fund-raising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fund-raising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fund-raising committee.

Mercy Hospital and Medical Center agrees that it must not and it shall require all other Identified Parties to not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order Number 05-1 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order Number 05-1. Mercy Hospital and Medical Center shall impose

the restrictions of this section in any general contract for the project covered by this lease and shall specifically require any such general contractor to impose the restrictions of this section in all subcontracts.

Notwithstanding anything to the contrary contained in this lease, the Mercy Hospital and Medical Center agrees that a violation of, noncompliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order Number 05-1 constitutes a breach and default under this lease, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this lease, and under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

For purposes of this provision:

“Bundle” means to collect contributions from more than one source that are then delivered by one person to the Mayor or to his political fund-raising committee.

“Other Contract” means any other agreement with the City of Chicago to which the Mercy Hospital and Medical Center is a party that is (i) formed under the authority of Chapter 2-92 of the Municipal Code of Chicago; (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the City Council of the City of Chicago.

“Contribution” means a “political contribution” as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

Individuals are “Domestic Partners” if they satisfy the following criteria:

- (A) they are each other’s sole domestic partner, responsible for each other’s common welfare; and
- (B) neither party is married; and
- (C) the partners are not related by blood closer than would bar marriage in the State of Illinois; and
- (D) each partner is at least eighteen (18) years of age, and the partners are the same sex, and the partners reside at the same residence; and
- (E) two (2) of the following four (4) conditions exist for the partners:
 - 1. The partners have been residing together for at least twelve (12) months.

2. The partners have common or joint ownership of a residence.
3. The partners have at least two (2) of the following arrangements:
 - a. joint ownership of a motor vehicle;
 - b. a joint credit account;
 - c. a joint checking account;
 - d. a lease for a residence identifying both domestic partners as tenants.
4. Each partner identifies the other partner as a primary beneficiary in a will.

“Political fund-raising committee” means a “political fund-raising committee” as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

In Witness Whereof, The parties have executed this lease as of the day and year first above written.

Landlord:

Mercy Hospital and Medical Center

By: _____
Sister Sheila Lyne, R.S.M.
President/Chief Executive Officer

Tenant:

City of Chicago, an Illinois municipal corporation

By: The Department of General Services

By: _____
Commissioner

Approved: The Department of Public
Health

By: _____
Commissioner

Approved as to Form and Legality:

By: The Department of Law

By: _____
Senior Counsel

Exhibits "A" and "B" referred to in this lease with Mercy Hospital and Medical Center read as follows:

Exhibit "A".
(To Lease Agreement With Mercy Hospital
And Medical Center)

Cleaning Specification Detail.

Office, Public Areas, Waiting Rooms:

1. Dust and damp mop all resilient tile and hard flooring surfaces with a germicidal disinfectant.
2. Vacuum and clean open carpeted floors throughout facility.
3. Dust vents and hard furniture; i.e. file cabinets, bookcases, shelving units, et cetera. Note. Personal belongings and items on desktops are not to be disturbed or moved by cleaning personal.
4. Damp dust horizontal surfaces including sills, ledges and counters where dust may accumulate.

5. Spot clean doors, doorframes, light switches and other noticeable touch up points with a germicidal solution. Note: Wall washing services available upon request at additional charge.
6. Spot clean interior partitions and dust frames.
7. Clean and sanitize water fountains.
8. Empty and reline all wastebaskets and receptacles.
9. Wipe and sanitize telephones.
10. Spray buff open hard surface flooring on a bi-weekly basis.
11. Strip and refinish hard surface flooring and shampoo carpeting three (3) times per year.

Examination And Therapy Rooms:

1. Dust and damp mop all resistant tile and hard flooring surfaces with a germicidal disinfectant.
2. Vacuum clean open carpeted floors.
3. Dust vents and hard furniture; i.e. file cabinets, bookcases, shelving units, et cetera. Note. Personal belongings and items on desktops are not to be disturbed or moved by cleaning personal.
4. Damp dust horizontal surfaces including sills, ledges and counters where dust may accumulate.
5. Damp dust exam surface under head cushion as needed.
6. Spot clean doors, doorframes, light switches and other noticeable touch up points with a germicidal solution. Note: Wall washing services available upon request at additional charge.
7. Spot clean interior glass.
8. Spot clean interior partitions and dust frames.
9. Clean and sanitize water fountains.
10. Clean mirrors.

11. Clean and restock all paper and toilet dispensers. Refill soap dispensers. (Expendable supplies provided by client)
12. Empty and reline all wastebaskets and receptacles.
13. Wipe and sanitize telephones.
14. Spray buff open hard surface flooring on a bi-weekly basis.
15. Strip and refinish hard surface flooring and shampoo carpeting three (3) times per year.

Washrooms:

1. Cleaning and sanitize all sinks, toilets, urinals and other washroom fixtures inside and outside. Special attention is to be given to chrome handles, pipes and bases of each fixture.
2. Clean mirrors.
3. Clean and restock all paper towels and toilet dispensers. Refill soap dispensers. (Expendable supplies to be provided by client)
4. Damp dust hand-high horizontal surfaces and fixtures.
5. High dust vents, light fixtures, ledges, sills, vanities and partition tops.
6. Clean metal trim and corner guards.
7. Empty and reline all wastebaskets and receptacles.
8. Dust and wet mop all ceramic and resilient tile flooring with a germicidal disinfectant solution.

Exhibit "B".
(To Lease Agreement To Mercy Hospital
And Medical Center)

Rules And Regulations.

Tenant agrees to observe the reservation to Landlord in Section 4.5 hereof and to comply with the following rules and regulations and with such reasonable modifications thereof and additions thereto as Landlord may make for the Property,

it being agreed that neither Landlord nor Tenant shall be responsible for any non-observance thereof by other tenants:

- a) Any sign installed in Tenant's Premises shall be installed by Landlord at Tenant's cost and in such manner, character and styles as Landlord may approve in writing.
- b) In advertising or other publicity, Tenant shall not, without Landlord's prior written consent, use Landlord's name or the name of Property except as the address of its business and shall not use pictures of the Property in advertising or publicity.
- c) Tenant shall not obstruct sidewalks, entrances, passages, courts, corridors, vestibules, halls, elevators and stairways in and out about the Property. Tenant shall not place objects against glass partitions of doors or windows, which would be unsightly from the Property corridor.
- d) Tenant shall not make noises, cause disturbances or vibration or use or operate any electrical or electronic devices that emit sound or other waves or disturbances, or create odors that would be unduly offensive to other Tenants and occupants of the Property or that would interfere with radio or television broadcast or reception from or in the Property or elsewhere and shall not place or install any antennae or place any objects on the ledges or other parts of the Property exterior; and shall not permit objects, however small, to be thrown or dropped from Property windows.
- e) Tenant shall not make any room to room canvas to solicit business from other Tenants in the Property; and shall not exhibit, sell or offer to sell, use, rent or exchange in or from the Premises unless ordinary embraces within the Tenant's use of the Premises specified herein.
- f) Tenant shall not waste electricity, water or air conditioning and agrees to cooperate fully with Landlord to assure the most effective operation of the Property's heating and air conditioning, and shall refrain from attempting to adjust any controls other than room thermostats installed for Tenant's use. Tenant shall keep corridor doors closed and shall not open any windows.
- g) Door keys for doors in the Premises shall be furnished at the commencement of the lease by Landlord. Tenant shall not affix additional locks and shall purchase duplicate keys only from Landlord.
- h) Except for acts arising out of Landlord or Landlord's agent's conduct pursuant to lease, Tenant assures full responsibilities for protecting its space from theft, robbery and pilferage, which includes keeping doors locked and windows and other means of entry to the Premises closed.

- i) If Tenant requires telegraphic, telephones, burglar alarm or similar services, it shall first obtain and comply with Landlord's instructions in their installation.
- j) Tenant shall provide lined draperies for use with drapery track provided by Landlord. Draperies shall be natural in color to the outside and subject to Landlord approval. Such approval shall not be unreasonably withheld.
- k) The Landlord may require that all persons who enter or leave the Property between 6:30 P.M. and 8:00 A.M. on business days, or at any time on Saturdays, Sundays or holidays, must identify themselves to watchmen, by registration or otherwise, subject, however, to change in such hours by Landlord.
- l) Peddlers, solicitors and beggars shall be reported to the office of the Property or as Landlord otherwise requests.
- m) Tenant shall not overload floors and Landlord must give written approval as to size, maximum weight, routing and location of business machines, safes and heavy objects. Tenant shall not install and operate machinery or any mechanical devices of a nature not directly related to Tenant's ordinary use of the Premises without the written permission of the Landlord.
- n) Furniture and other large articles may be brought into the Property only at times and in the manner designated by Landlord. Tenant shall furnish Landlord with a list of furniture, equipment and similar objects, which are to be recovered from the Property. Movements of Tenant's property into or out of the Property and within the Property are entirely at the risk and responsibility of Tenant and Landlord may require permits before allowing anything to be moved in or out of the Property. Landlord will not move or transport any equipment or furnishing from Landlord's general receiving facilities to or from the Premises.
- o) No persons or contractor shall be employed to do janitor work, window washing, cleaning, decorating or repair in the premises except by Landlord or with Landlord's advance written consent; such consent shall not be unreasonably withheld.
- p) Tenant shall not cook in the Property or use any space in the Property for living quarters, whether temporary or permanent.
- q) In no event shall any person bring Hazardous Materials onto the Property.
- r) Tenant shall comply with all applicable federal, state and municipal laws, ordinance and regulations and shall not directly or indirectly make any use of the Premises which may be prohibited by any thereof, or which

shall be dangerous to person or property or shall increase the cost of insurance or require additional coverage.

- s) Tenant shall not leave items for disposal in hallways, stairways, or any other location outside of the Premises. Landlord will give Tenant notice of such obstruction. After proper notification to Tenant, failure to observe this shall result in a charge back by Landlord for cost incurred for disposal.
- t) Tenant shall be responsible for the observance of all the foregoing rules by Tenant's employees, agents, invitees and guest.
- u) Tenant shall not bring upon, keep, use or generate "Hazardous Material", as defined in Section 6.1(b) of this lease, in, on or about the Premises, and shall comply with all applicable Environmental Laws, defined in Section 6.1 of this lease, as may be applicable to Tenant's leasehold interest.

If Tenant breaches the obligations required of it pursuant hereto, or if the presence of such Hazardous Material on Premises result in contamination of Premises or if contamination of Premises by Hazardous Material caused by Tenant, for which Tenant is legally liable under the Environmental Laws to Landlord for damage resulting therefrom, Tenant shall indemnify, defend and hold Landlord harmless as set forth in Section 7.3 of this lease.

AUTHORIZATION FOR EXECUTION OF LEASE AGREEMENT
AT 13400 SOUTH TORRENCE AVENUE FOR
DEPARTMENT OF ENVIRONMENT.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of General Services authorizing the execution of lease agreement

at 13400 South Torrence Avenue, having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a vote of the members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

On motion of Alderman Suarez, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 45.

Nays -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Commissioner of the Department of General Services is authorized to execute, on behalf of the City of Chicago, a lease with The Metropolitan Water Reclamation District of Greater Chicago, for approximately ten and six-tenths (10.6) acres (four hundred sixty-one thousand seven hundred thirty-six (461,736) square feet) of vacant land located at 13400 South Torrence Avenue, for use by the Department of Environment, as Tenant; such lease to be approved by the Commissioner of the Department of Environment and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease Agreement immediately follows
Section 2 of this ordinance.]

SECTION 2. This ordinance shall be effective from and after the date of its passage and approval.

Lease Agreement referred to in this ordinance reads as follows:

Lease Agreement Number 14206.

(Governmental Form)

This indenture, made this fourth day of May, 2006 by and between the Metropolitan Water Reclamation District of Greater Chicago, a municipal corporation organized and existing under the laws of the State of Illinois, with principal offices at 100 East Erie Street, Chicago, Illinois 60611 (hereinafter designated the "Lessor"), and the City of Chicago, a municipal corporation existing under the laws of the State of Illinois with principal offices at 121 North LaSalle Street, Chicago, Illinois (hereinafter designated the "Lessee").

Witnesseth That:

Article One.

1.01 Demised Premises.

The Lessor for and in consideration of the rents hereinafter reserved and of the covenants and agreements hereinafter contained, does hereby demise and lease unto said Lessee all of the demised premises legally described and depicted in the plat of survey marked Exhibit A which is attached hereto and made a part hereof, located in the City of Chicago, County of Cook, for public or public recreation purposes, as more specifically described in Article Three, paragraph 3.07 hereof, pursuant to 70 ILCS 2605/8 and 8c consisting of approximately ten and six-tenths (10.6) acres of vacant real estate and commonly known as:

The Hegewisch Marsh property at 134th Street and Torrence Avenue, Chicago, Illinois.

1.02 Term Of Lease.

The term of this lease is thirty-nine (39) years, beginning on the fourth day of May, A.D., 2006 and ending on the third day of May, A.D., 2045 unless said term shall be sooner ended under the provisions hereof.

Anything Contained In This Lease To The Contrary Notwithstanding, This Lease Is Terminable By Lessor In Accordance With Service Upon Lessee Of A One-Year Notice To Terminate After Determination By The Board Of Commissioners And General Superintendent Of Lessor That the Demised premises (Or Part Thereof) Has Become Essential To The Corporate Purposes Of The Lessor. In Such Event, Any Rent Due Shall Be Abated In Direct Proportion To The Area Recovered Hereunder As Compared To The Area Of The Original Leasehold.

1.03 Lease Executed By Lessor Without Warranties.

It is expressly covenanted and agreed by the parties hereto that the Lessor executes and delivers this lease without representation or warranties concerning Lessor's title to the premises and authority to execute this lease and building and zoning laws affecting the demised premises. The Lessee has examined the title to the premises and Lessor's authority to enter into this lease and is satisfied therewith. Lessee has further examined the building and zoning laws concerning the demised premises and is satisfied that it may construct such improvements as it deems necessary in connection with its proposed use of the demised premises of this lease and that said Lessee may use the demised premises in accordance with the uses provided for in Section 3.07 of this lease:

- A. In the event on the date hereof or any time hereafter, the building and zoning laws do not permit the use set forth in Section 3.07 hereof or the construction set forth in Section 6.01 hereof, the Lessee agrees, at its own expense within one (1) year of the date of this lease, to take such action as may be necessary to obtain such zoning change and building permits or to obtain Lessor's approval of a different use or improvement which is permitted under the zoning laws/building codes;
- B. The failure of the Lessee to obtain such zoning change as may be necessary and/or such building permit within one (1) year of the date of this lease, shall be cause for immediate cancellation of this lease, at the option of the Lessor; provided, however, in this event, all rents due or coming due hereunder shall abate as of the date of the cancellation of this lease pursuant to this subsection.

1.04 Effect Of Condemnation Of Demised Premises.

It is expressly covenanted by the parties hereto that in the event of any condemnation of the premises herein leased, of the demised premises herein granted, or any part thereof, the entire condemnation award shall be the sole property of the Lessor, except for the actual value of the improvements made by Lessee during this lease as of the date of the final judgment order in said condemnation proceedings; that Lessee shall be entitled only to a decrease in the

rent reserved by percentage in relation to the whole tract to the part taken; and in the event the whole tract is taken or so much of the tract is taken as to prohibit the operation or use of the demised premises by Lessee for the purpose set forth in Section 3.07 hereof on the portion remaining impracticable, the Lessee shall be entitled to the cancellation of this lease.

Article Two.

2.01 Rent And Additional Compensation.

The Lessee covenants and agrees, in consideration of the leasing of the premises aforesaid, to pay to the Lessor as rent for the said demised premises the sum of One and no/100 Dollars (\$1.00).

Article Three.

General Provisions.

3.01 Interest On Rent Not Paid When Due.

Lessee agrees that any and all installments of rent accruing under the provisions of this lease, which shall not be paid when due, shall, subject to any applicable limitation imposed by State statute, bear interest at the rate of two percent (2%) per annum in excess of the prime rate charged by a principal bank in Chicago, Illinois, to its commercial borrowers as determined on the first date of a delinquency from the day when the same is or are payable by the terms of this lease, until the same shall be paid; provided if any installment or installments of said rent shall become due on a Sunday or legal holiday the same shall be paid without interest on the next succeeding regular business day.

3.02 Rent Reserved To Be Liens On All Buildings, Et Cetera, Erected On Demised Premises.

It is agreed by Lessee that the whole amount of rent reserved and agreed to be paid for the demised premises and each and every installment thereof shall be and is hereby declared to be a valid lien upon all buildings and other improvements on the demised premises or that may at any time be erected, placed or put on the demised premises by the Lessee and upon the interest of said Lessee in this lease

and in the demised premises hereby leased.

3.03 Forcible Collection Of Rent By Lessor Not To Affect Release Of Obligations.

It is expressly understood and agreed that the forcible collections of the rent by any legal proceedings or otherwise by the Lessor or any other action taken by Lessor under any of the provisions hereof, except a specific termination or forfeiture of this lease, shall not be considered as releasing the Lessee from its obligation to pay the rent as herein provided for the entire period of this lease.

3.04 Waiver Of Right Of Counterclaim.

In the event Lessor commences any legal proceedings for non-payment of rent, forcible detainer or violation of any of the terms hereof, Lessee will not interpose any set off of any nature or description in any such proceedings.

3.05 Right Of Lessor To Re-enter Demised Premises Upon Expiration Of Notice.

It is understood and agreed by and between the parties hereto that if the Lessee shall default in the payment of any of the rent herein provided for upon the day the same becomes due and payable, and such default shall continue for thirty (30) days after notice thereof in writing given by the Lessor or its agent or attorney to the Lessee in the manner hereinafter provided, or in case the Lessee shall default in or fail to perform and carry out any of the other covenants and conditions herein contained, and such default or failure shall continue for ninety (90) days after notice thereof and provided that Lessee has not initiated corrective action with respect to the default which is the subject of said notice within the initial thirty (30) days of said notice in writing given in like manner, then and in any and either of such events, it shall and may be lawful for the Lessor, at its election, at or after the expiration of said thirty (30) days or said ninety (90) days (as the case may be) after the giving of said notice to declare said term ended, either with or without process of law, to re-enter, to expel, remove and put out the Lessee or any other person or persons occupying the demised premises, using such force as may be necessary in so doing, and repossess and restore Lessor to its first and former estate, and to distraint for any rent that may be due thereon upon any of the property of the Lessee located on the demised premises, whether the same shall be exempt from execution and distress by law or not; and the Lessee, for itself and its assigns, in that case, hereby waives all legal right, which it now has or may have, to hold or retain any such property, under any exemption laws now in force in this State, or any such property, under any exemption laws now in force in this State, or in any other way; meaning and intending hereby to give the Lessor, its successors and assigns, a valid

lien upon any and all the goods, chattels or other property of the Lessee located on the demised premises as security for the payment of said rent in a manner aforesaid. And if at the same time said term shall be ended at such election of the Lessor, its successors or assigns, or in any other way, the Lessee for itself and its successors and assigns, hereby covenants and agrees to surrender and deliver up said premises and property peaceably to the Lessor, its successors or assigns, immediately upon the termination of said term as aforesaid; and if the Lessee or the successors or assigns of the Lessee shall remain in possession of the same on the day after the termination of this lease, in any of the ways above named, it shall be deemed guilty of a forcible detainer of the demised premises under the statutes and shall be subject to all the conditions and provisions above named, and to eviction and removal, forcible or otherwise, with or without process of law, as above stated.

3.06 Lessee To Pay Taxes, Assessments And Water Rates.

As a further consideration for granting this lease, the Lessee further covenants, promises and agrees to bear, pay and discharge (in addition to the rent specified) on or before the penalty date, all water rates, taxes, charges for revenue and otherwise, assessments and levies, general and special, ordinary and extraordinary, of any kind whatsoever, which may be taxed charged, assessed, levied or imposed upon the demised premises or upon any and all of which may be assessed, levied or imposed upon the demised premises estate hereby created and upon the reversionary estate in said demised premises during the term of this lease. Provided, however, that Lessee shall not be responsible for any such charges or amounts taxed, charged, assessed, levied or imposed attributable to the use of the demised premises by Lessor, or other permittees or licensees of Lessor.

And it is further understood, covenanted and agreed by the parties hereto that all of said water rates, taxes, assessments and other impositions shall be paid by said Lessee before they shall respectively become delinquent, and in any case within adequate time to prevent any judgment, sale or forfeiture. In the event real estate taxes are levied or extended with respect to the demised premises on the basis of improved real estate, Lessee shall deposit a sum of money equal to one hundred ten percent (110%) of each year's taxes with Lessor during the term of this lease, to be held in reserve to secure payment of Lessee's real estate taxes. Any sums of monies in excess of the one hundred ten percent (110%) retainage held by Lessor in the reserve after the payment of the second installment of the current year's real estate taxes for the demised premises will be remitted to the Lessee. In the event Lessee fails to submit to the Lessor proof of payment of the real estate tax applicable to the demised premises property within sixty (60) days of the date said tax is due then Lessor shall after reasonable written notice apply the escrow funds to pay the unpaid real estate taxes and any penalties and interest due thereon, without questioning or being accountable to Lessee for the correctness or legality of the same. If the amount of funds held by Lessor should not be sufficient to pay said taxes, Lessee shall remit to Lessor that additional amount necessary to pay said

deficiency within thirty (30) days from the date written demand of same is made by Lessor to Lessee. Lessee's obligation to fund and maintain a balance on deposit equal to one hundred ten percent (110%) of the prior year's real estate taxes in the aforesaid reserve is a continuing obligation of Lessee during the term of this lease.

3.07 Use Of Demised Premises.

It is understood that the demised premises are to be used by said Lessee for the sole and exclusive purpose of the ecological improvement and development of the Hegewisch Marsh area including the construction of a twenty-six thousand (26,000) square foot environmental center which will provide recreational and other public use activities for this area and for no other purpose whatsoever.

3.08 Prohibited Uses And Activities.

Lessee specifically agrees not to use the said demised premises or any part thereof, or suffer them to be used for tanneries, slaughterhouses, rendering establishments, or for any use of similar character or for gambling in any form, or for the conducting thereon of any business which shall be unlawful. Lessee also specifically agrees that no alcoholic beverages of any kind shall be sold, given away or consumed with the knowledge and consent of Lessee on the demised premises unless this lease is for a term of more than twenty (20) years and then only with the prior written consent of Lessor's Board of Commissioners and the furnishing of dram shop insurance or other applicable insurance protection, with respect to such activities with policy limits, form and carrier approved by Lessor and naming Lessor, its commissioners, officers, agents and employees as additional insureds, said insurance shall provide that said policy shall not be cancelled without twenty (20) days advance written notice thereof, in addition to any insurance provided pursuant to paragraph 4.03 for which the Lessor is the named insured. Hunting and the manufacture, sale, distribution, discharge and unauthorized use of guns and firearms on the leasehold premises is expressly prohibited.

3.09 Lessee To Yield Up Demised Premises, Et Cetera, Upon Expiration Of Lease And Demolish Any Improvements If Notified By Lessor.

The Lessee agrees at the expiration of the term hereby created or the termination of this lease under the provisions hereof, to yield up said demised premises, together with any buildings or improvements which may be constructed or placed upon the demised premises, to the Lessor in as good condition as when said buildings or improvements were constructed or placed thereon, ordinary wear and tear excepted. Lessee agrees to remove any and all storage tanks from the demised premises which Lessee placed on the demised premises including above-ground and below-ground storage tanks prior to the expiration of the lease. Lessee agrees to

remove any and all asbestos contained on demised premises, and placed on demised premises by Lessee or any third party during the term of this lease prior to the expiration of the lease, including but not limited to, asbestos contained in any fixture, improvements or buildings located on the demised premises. One hundred twenty (120) days prior to the expiration of this lease, Lessor will determine which, if any, improvements constructed by Lessee during the term of this lease on the demised premises shall be demolished. Lessee will, upon receipt of ninety (90) days advance written notice, demolish at Lessee's sole cost and expense, the improvements identified by Lessor. Should Lessee fail to demolish the improvements after notice, Lessor will have these improvements demolished and Lessee will be required to pay all costs therefor. This requirement survives expiration or termination of this lease Agreement.

3.10 Failure Of Lessor To Insist On Provisions; No Waiver.

The Lessee covenants and agrees that if the Lessor shall one or more times waive its right to insist upon prompt and satisfactory performance according to the terms of this lease of any of the obligations of the Lessee, no such waiver shall release the Lessee from its duty promptly and strictly to satisfy at all times after such waiver each and every obligation arising under the provisions of this lease, and especially any of such provisions with respect to which such waiver may previously have been made by the Lessor as aforesaid; and the Lessee covenants and agrees that if the Lessor shall for any length of time waive any right or rights accruing to Lessor under the provisions of this lease, such waiver shall be construed strictly in Lessor's favor and shall not estop Lessor to insist upon any rights, subsequently accruing to it under this lease not in of the obligations under this lease, no waiver by the Lessor of its right to take advantage of terms specifically waived; and the Lessee covenants and agrees that if Lessee violates any of the obligations under this lease, no waiver by the Lessor of its right to take advantage of such violation shall estop Lessor from insisting upon its strict rights in case of and as to any subsequent violation by the Lessee of the same or any other obligation; and the Lessee covenants and agrees that this provision of this lease shall apply especially (but not exclusively) to the right of the Lessor to require prompt payment of the rent in this lease and that neither acceptance by the Lessor of any payment of any other unpaid Installment or installments of rent, nor any endorsement or statement on any check or letter accompanying any check or payment be deemed an accord and satisfaction and Lessor may accept such check or payment without prejudice to Lessor's right to recover the balance of rent or pursue any other remedy provided in this lease.

3.11 Various Rights, Cumulative, Et Cetera.

The Lessee agrees that the various rights and remedies of the Lessor contained in this lease shall be construed as cumulative, and no one of them as exclusive of the other or exclusive of any rights or remedies allowed by law, and that the right given

in this lease to the Lessor to collect any additional rent, monies or payments due under the terms of this lease by any proceedings under this lease or the right herein given the Lessor to enforce any of the terms and provisions of this lease, shall not in any way affect the right of the Lessor to declare this lease terminated and the term hereby created ended, as herein provided, upon the default of the Lessee, or failure of the Lessee to perform and carry out, all of the provisions in this lease provided to be performed and carried out by the Lessee.

3.12 Right To Mortgage Demised Premises.

- A. The Lessee is hereby expressly given the right at any time and from time to time, to mortgage its interest in the demised premises by mortgage or trust deed, but any such mortgage or trust deed shall in no way create any lien or encumbrance on the fee of the demised premises and the interest of the Lessor therein and the interest of the Lessor in any improvements which maybe placed on the demised premises by the Lessee; and it is further mutually covenanted and agreed that the mortgagee or trustee in any such mortgage or trust deed and the holder or owner of the indebtedness secured by said mortgage or trust deed shall not become personally liable upon the covenants in the lease unless and until it or its assignee(s) shall acquire the demised premises estate created by this lease. It is further covenanted and agreed that any mortgage or trust deed must be paid in full and a duly executed and recordable release thereof issued therefor prior to the expiration of the term of said demised premises.
- B. Demised premises Mortgagee -- Tax Escrow: If any demised premises Mortgagee while the holder of any Leasehold Mortgage with respect to the demised premises shall require Lessee to deposit with such demised premises Mortgagee the amounts necessary to pay the general real estate taxes and/or special assessments against the demised premises pursuant to paragraph 3.06 hereof, Lessee may make such deposits directly with said Mortgagee; provided, however, that such demised premises Mortgagee or Lessee shall notify Lessor of said requirement in advance of Lessee's making the first such deposit and Lessee or Lessee's Mortgagee documents to Lessor's satisfaction the fact of the establishment and annual maintenance of the required escrow deposits hereunder. In any event, where Lessee is required to deposit with the demised premises Mortgagee the amounts necessary to pay the general real estate taxes and/or special assessments, the same to be paid as and when the same become due and payable, and the Lessee shall cause to be delivered to Lessor the receipted bills or photostatic copies thereof showing such payment within thirty (30) days after such receipted bills shall have been received by Lessee.

3.13 Disclosure Of Lease To County Tax Assessor.

Within thirty (30) days from the effective date of this lease, Lessee shall deliver to

the Assessor of the County in which the demised premises is situated a copy of this lease so that said Assessor can take such steps as he determines necessary to subject the interest of the Lessee to general real estate taxation.

3.14 No Nuisance Permitted.

The Lessee covenants and agrees not to maintain any nuisance on the demised premises or permit any noxious odors to emanate from the demised premises which shall be in any manner injurious to or endanger the health, safety and comfort of the persons residing or being in the vicinity of the demised premises.

3.15 Demised Premises To Remain Clean And Sanitary.

The Lessee covenants and agrees to keep the demised premises in a clean and sanitary condition in accordance with all applicable laws, ordinances, statutes and regulations of the county, city, village, town or municipality (wherein the demised premises are located), the State of Illinois, the United States of America and the Metropolitan Water Reclamation District of Greater Chicago.

3.16 Lessee Shall Abide By Law.

The Lessee covenants and agrees that it shall abide by any and all applicable laws, ordinances, statutes and regulations of the county, city, village, town or municipality (wherein the demised premises are located), the State of Illinois, the United States of America, and enforcement and regulatory agencies thereof and the Metropolitan Water Reclamation District of Greater Chicago which regulate or control the demised premises, the Lessee and/or Lessee's use of the demised premises. It shall be the sole responsibility of the Lessee to comply with all reporting and consultation requirements of the Illinois Department of Natural Resources (I.D.N.R.) including but not limited to Title 17, Section 1075 of the Illinois Administrative Code, and Lessee shall submit evidence of compliance with I.D.N.R. requirements to the Lessor.

Article Four.

4.01 Indemnification.

The Lessee for itself, its executors, administrators, successors and assigns agrees to and does hereby expressly assume all responsibility for and agrees to defend,

indemnify, save and keep harmless the Lessor, its commissioners, officers, agents, servants and employees against any claim (whether or not meritorious), loss, damage, cost or expense which the Lessor, its commissioners, officers, agents, servants and employees may suffer, incur or sustain or for which it may become liable, growing out of any injury to or death of persons or loss or damage to property which shall at any time during the term of this lease be caused by or in connection with the use, occupancy or possession of the demised premises, and for any such loss, damage, cost or expense which shall at any time during the term of this lease be caused by or in the performance of any work or construction, installation, maintenance, removal or repair of any buildings or structures placed upon the demised premises, whether the same be caused by the negligence of Lessee, any contractor employed by Lessee, or by the negligence of Lessor, its commissioners, officers, agents, employees or contractors or as a penalty or claim for the sale or giving away of any intoxicating liquors on or about the demised premises, or the use of the demised premises for illegal or immoral purposes. In case any action, suit or suits shall be commenced against the Lessor growing out of any such claim, loss, damage, cost or expense, the Lessor may give written notice of the same to the Lessee, and thereafter the Lessee shall attend to the defense of the same and save and keep harmless the Lessor from all expense, counsel fees, costs, liabilities, disbursements, and executions in any manner growing out of, pertaining to or connected therewith. Lessee shall not be responsible for actions that result from the sole negligence of Lessor.

4.02 Indemnification Against Mechanics' Lien.

The Lessee agrees to indemnify, save and keep harmless the Lessor of and from any claims for mechanics' liens by reason of any construction work, repairs, replacements or other work or for any improvements made to or placed upon the demised premises by or in behalf of Lessee or at Lessee's instance.

4.03 Insurance.

The Lessee, prior to entering upon the demised premises and using the same for the purpose for which this lease is granted, shall procure, maintain and keep in force at Lessee's expense, public liability property damage insurance in which the Lessor, its commissioners, officers, agents, and employees are a named insured and fire and extended coverage and all risk property insurance in which the Lessor is named as the loss payee. ("Claims Made" policies are unacceptable.) Said insurance shall be from a company to be approved by the Lessor, having policies with limits of not less than:

Comprehensive General Liability
Combined Single Limit Bodily Injury Liability
Property Damage Liability
(Including Liability For Environmental Contamination Of Adjacent Properties)
In The Amount Of Not Less Than Four Million And
No/100 Dollars (\$4,000,000.00) Per Occurrence

And

All Risk Property Insurance
(Including Coverage For Environmental Contamination Of Demised Premises)
In The Amount Of Not Less Than Four Million And
No/100 Dollars (\$4,000,000.00) Per Occurrence
Including Fire And Extended Coverage
In An Amount Not Less Than The Replacement Cost
Of Improvements Located On The Premises.*

Prior to entering upon said demised premises, the Lessee shall furnish to the Lessor certificates of such insurance or other suitable evidence that such insurance coverage has been procured and is maintained in full force and effect. Upon Lessor's written request, Lessee shall provide Lessor with copies of the actual insurance policies within ten (10) days of Lessor's request for same. Such certificates and insurance policies shall clearly identify the demised premises and shall provide that no change, modification in or cancellation of any insurance shall become effective until the expiration of thirty (30) days after written notice thereof shall have been given by the insurance company to the Lessor. The provisions of this paragraph shall in no wise limit the liability of the Lessee as set forth in the provisions of 4.01 above.

4.04 Self-Insurer.

If Lessee is a self-insurer, Lessee, prior to entering upon said premises and using the same for the purposes for which this lease is granted, shall prepare and transmit to the Lessor an acknowledged statement that the Lessee is a self-insurer, and that it undertakes and promises to insure the Lessor, its commissioners, officers, agents, servants and employees on account of risks and liabilities contemplated by the indemnity provisions of paragraph 4.03 above; and that such statement is issued in lieu of policies of insurance or certificates of insurance in which the Lessor, its commissioners, officers, agents, servants and employees would be a named or additional insured, and that it has funds available to cover those liabilities in the respective amounts therefor, as set forth as follows:

* Strike where applicable.

Comprehensive General Liability
Combined Single Limit Bodily Injury Liability
Property Damage Liability
(Including Liability For Environmental Contamination Of Adjacent Properties)
In The Amount Of Not Less Than Four Million And
No/100 Dollars (\$4,000,000.00) Per Occurrence

And

All Risk Property Insurance
(Including Coverage For Environmental Contamination Of Demised Premises)
In The Amount Of Not Less Than Four Million And
No/100 Dollars (\$4,000,000.00) Per Occurrence
Including Fire And Extended Coverage
In An Amount Not Less Than The Replacement Cost
Of Improvements Located On The Premises*

This statement shall be signed by such officer or agent of the Lessee having sufficient knowledge of the fiscal structure and financial status of the Lessee to make such a statement on behalf of the Lessee and undertake to assume the financial risk on behalf of the Lessee and will be subject to the approval of the Lessor.

The provisions of this section shall in nowise limit the liability of the Lessee as set forth under the provisions of Section 4.01.

4.05 Insurance On Improvements.

The Lessee shall keep any buildings and improvements erected, constructed or placed on the demised premises fully insured to the replacement cost thereof against loss by explosion, fire and/or windstorm or other casualty loss for their full replacement cost at Lessee's own expense at all times during the term of this lease by an insurance company or companies approved by the Lessor.

Lessor shall be a named insured on all of said insurance policies and a certificate of insurance evidencing same shall be provided to Lessor and kept current at all times throughout the term of this lease. All policies of insurance indemnifying against such loss by explosion, fire and/or windstorm so insured shall be payable to the Lessor, as additional security for the payment of rent and the performance by the Lessee of the covenants herein; said policy or policies to be delivered to the Lessor as soon as issued, provided, however, that in the event of loss to or

* Strike where applicable.

destruction of said buildings and other improvements, the insurance proceeds received by the Lessor in excess of the amounts then due for rent and charges under the provisions of this lease shall be held in trust by the Lessor for the repair, restoration or rebuilding of such damaged or destroyed buildings and other improvements, and shall be disbursed therefor by said Lessor only on architect's certificates after the Lessee has, at its own expense, without charge or lien upon said buildings or other improvements, restored, rebuilt or repaired the same to an extent that will enable the Lessor, with the insurance money remaining in its hands after the payment of the rent and charges due it, to complete said buildings or other improvements in as good condition as they were in before the said loss or damage by explosion, fire and/or windstorm.

Nothing herein contained in this paragraph shall be construed as a prohibition against the Lessee making further provision for insurance for the purpose of protecting the interest or interests of any money lending institution covering such interest or interests that said institution might have in the improvements placed upon the land covered by this lease, providing that the Lessee shall pay the additional premiums therefor.

4.06 Failure Of Lessee To Insure Improvements.

In the event the Lessee should at any time neglect, fail or refuse to insure or to keep insured the buildings and other improvements on said demised premises as above provided, then the Lessor at its election may procure or renew such insurance and the amount paid therefor shall be repaid by the Lessee to the Lessor with the rents next thereafter falling due under this lease, together with interest thereon, subject to any applicable limitation imposed by state statute at the rate of two percent (2%) in excess of the prime rate charged by the principal bank in Chicago, Illinois, to its commercial borrowers as determined on the first date of a delinquency from the respective dates of any such payments.

4.07 Right Of Lessee To Recover Proceeds.

It is covenanted and agreed by and between the parties hereto that the Lessor shall not be held responsible for the collection or non-collection of any of said insurance money in any event but only for such insurance money as shall come into its hands. The Lessee, however, shall have the right in the name of the Lessor to sue for and recover any and all sums payable under any of said policies for losses arising thereunder provided it shall indemnify and save harmless the Lessor from any costs or attorney's fees in connection with any such proceeding to recover such insurance money. However, all sums so recovered shall be paid to the Lessor to be applied as herein provided.

4.08 Application Of Insurance Proceeds.

It is covenanted and agreed by and between the parties hereto that in case of damage to the buildings and improvements to be erected, constructed or placed on the demised premises, as aforesaid, or the destruction thereof (or loss or damage to any buildings or other improvements thereafter standing upon the demised premises) the Lessee shall repair, restore or rebuild the same within one (1) year from such destruction or damage, and in such case the insurance money received by the Lessor pursuant to the terms of this lease under said policies, after deducting therefrom the reasonable charges of the Lessor for handling such insurance and all costs and expenses of collecting the same, including attorney's fees, and all unpaid and overdue rental payments shall be paid in whole or in part by the Lessor to the contractor or contractors (employed by the Lessee) upon the delivery to the General Superintendent of the Lessor of certificates of the architects of the Lessee properly endorsed by the Lessee and accompanied by waivers of lien and release for the cost and expense of repairing, restoring or rebuilding said buildings or other improvements as the work of repairing, restoring or rebuilding progresses.

4.09 Insurance Proceeds Deficiency.

It is understood and agreed between the parties hereto that in case the insurance money collected by the Lessor shall not be sufficient to fully pay for the repair, restoration or rebuilding of said buildings and other improvements as aforesaid, then the Lessee shall be required to pay such sums of money, in addition to said insurance money so collected by the Lessor as aforesaid as may be necessary to pay for the complete repair, restoration or rebuilding of said buildings and other improvements; it being understood, however, that the Lessor shall not be required to pay such insurance money so collected until the General Superintendent of the Lessor is satisfied that such sum will complete the repair, restoration and rebuilding of said buildings and other improvements, free of mechanics' liens for labor or material, in which event such monies shall be paid by the Lessor to the contractor or contractors employed by the Lessee to complete the repair, restoration or rebuilding of said buildings and other improvements, upon delivery to the General Superintendent of the Lessor of certificates of the architects of the Lessee properly endorsed by the Lessee accompanied by waiver of lien and release as the work of repairing, restoring or rebuilding of said buildings and other improvements shall progress. It is expressly understood that nothing herein shall prevent the Lessee from replacing any building or structure destroyed or damaged with other buildings or structures of different design and construction of at least equal value on any part of the demised premises.

4.10 Lessor Not Responsible For Restoration Of Improvements.

It is covenanted and agreed that the Lessor shall not be liable to contribute or pay any sum of money toward the restoration, repair or rebuilding of said buildings or

other improvements. In the event of the termination of this lease by lapse of time, or by reason of any default by the Lessee in any of its payments, or a breach by the Lessee of any of the covenants and agreements of this lease before the repair, restoration, replacement or rebuilding of said buildings or other improvements shall be completed, as aforesaid, then in any of said cases the insurance money collected by the Lessor shall belong absolutely to the Lessor.

4.11 Excess Insurance Proceeds.

It is understood and agreed that after the work of any such repairs, restoration, or rebuilding by the Lessee shall have been completed and paid for, any excess of insurance money then remaining on deposit with the Lessor shall belong to the Lessee and in that event, the Lessor shall pay to the Lessee the balance of said insurance money upon its written request. The provisions of this paragraph as well as those of paragraphs numbered 4.04 to 4.09, inclusive, shall apply whenever and so often as any buildings or other improvements erected and completed on the demised premises, under any of the provisions of this lease, shall have been damaged or destroyed by fire or windstorm.

Article Five.

5.01 General Engineering Reservations And Requirements.

- A. The Lessor has heretofore executed various agreements with governmental agencies, public utility companies, private corporations and individuals for the installation of pipelines, duct lines, sewers, cables, electric transmission lines and other surface and subsurface structures, constructions and improvements. Pursuant to those agreements, the various grantees have installed and are operating their respective surface and underground plant facilities which may lie within or otherwise affect the demised premises. Lessee shall, at its own initiative, inquire and satisfy itself as to the presence or absence of all such facilities on the Demised Premises, and waives all claims which it might otherwise have against Lessor on account of the presence of such facilities on the demised premises as same may affect Lessee's use and enjoyment of the demised premises.
- B. The Lessee expressly agrees that within an area delineated by a line parallel with and two hundred fifty (250) feet distant from the top of the edge of the water of any waterway which traverses or is adjacent to the demised premises (Corporate Use Reserve Area) and all areas within the demised

premises below the lowest elevation of development thereon as reflected in the Lessee's approved development plans for the demised premises, the Lessor and anyone acting under its authority shall have the right, without payment therefor, to construct, operate, maintain, repair, renew and relocate any and all pipe, sewer, structure, facility power, and communications lines and appurtenances upon, under and across the demised premises. All such work shall be performed in such a manner so as to cause the least amount of interference with Lessee's use of the demised premises.

- C. Lessee expressly understands and agrees that the Lessor may have installed various sewers, shafts, ducts, pipes, and other facilities upon, over or beneath the demised premises. Lessor shall cooperate with Lessee to ascertain, identify and locate all of Lessor's improvements, structures and constructions on the demised premises. Lessee covenants and agrees that at no time shall its use and occupancy of the demised premises damage or interfere with said facilities.
- D. The Lessor reserves unto itself a perpetual right, privilege, and authority to construct, maintain, operate, repair and reconstruct intercepting sewers (with its connecting sewers and appurtenances), and any other drains or structures constructed or operated in the furtherance of Lessor's corporate purpose upon, under and through Corporate Use Reserve Area and below the lowest elevation of Lessee's approved development plan for the demised premises. The Lessor shall also have the right, privilege and authority to enter upon and use such portions of said demised premises as may be necessary in the opinion of the General Superintendent of the Lessor, for the purpose of constructing, maintaining, operating, repairing and reconstructing intercepting sewers, connecting sewers, drains or other structures, appurtenances, parking areas and access drive which do not unreasonably interfere with Lessee's use of the demised premises.
- E. It is expressly understood that no blockage or restriction of flow in the waterway will be tolerated at any time. No construction or improvements of any kind can project into the waterway during construction or after permanent repairs are completed.

It is further expressly understood and agreed by the Lessee that no buildings, materials or structures shall be placed or erected and no work of any character done on said demised premises so as to injure or damage in any way said intercepting sewer, connecting sewers, drains or other structures and appurtenances located at any time on the demised premises, or so as to interfere with the maintenance, operation or reasonable access thereto.

- F. It is expressly understood and agreed that the Lessor shall not be liable to the Lessee for any loss, cost or expense which the Lessee shall sustain by reason of any damage at any time to its property caused by or growing out of the failure of the sewers, structures, or other equipment of the Lessor located on the demised premises, or by any other work which the Lessor may perform on the demised premises under the terms hereof, or adjacent to the demised premises.
- G. The Lessee shall relocate or remove the improvements existing or constructed upon the demised premises, at no cost to the District in the following instances:
- (1) in the event that the demised premises are adjacent to any channel or waterway, and said channel or waterway is to be widened by the District or any other governmental agency; or
 - (2) in the event that any agency of government, having jurisdiction over said channel or waterway, requires the relocation or removal of said improvements; or
 - (3) in the event that said relocation or removal is required for the corporate purposes of the District.

Such relocation or removal shall be commenced within ninety (90) days after notice thereof in writing is served upon the Lessee and diligently prosecuted to the conclusion.

- H. If any time in the future, any portions of the demised premises are required for the construction of highways and roadways, or adjuncts thereto, such as interchanges, ramps and access roads, as determined by the General Superintendent of the Lessor, for the use of any other governmental agency engaged in the construction of highways and roadways, or adjuncts thereto, then in such event, it is understood and agreed by the parties hereto, that the Lessee shall surrender possession of such part of the demised premises that may be so required. Lessee also agrees, at its own cost and expense, to remove all of its equipment, structures or other works from those portions of the demised premises so required, or reconstruct or relocate such of its installations so as to permit the use of the demised premises for the construction of highways and roadways or adjuncts thereto within sixty (60) days after notice shall have been given to the Lessee by said General Superintendent.
- I. The Lessor reserves to itself or to its assignees or permittees at any time during the term of this lease, upon thirty (30) days written notice given by the Lessor to the Lessee, the right to construct, reconstruct, maintain, and operate additional force mains, intercepting sewers, drains, outlets, pipe lines, pole lines, and appurtenances thereto; and such other structures,

buildings, apparatus, and water control equipment as may be needed for the corporate purposes of the Lessor upon, under and across the demised premises. Any such construction shall be located as determined by the General Superintendent of the Lessor so as to cause, in his opinion, the least interference with any equipment, or improvements, that the Lessee may then have on the the demised premises.

- J. The Lessee agrees that if at any future date it desires to dispose of sewage, industrial wastes or other water-carried wastes from the demised premises, it will discharge the said sewage, industrial wastes or other water-carried wastes into an intercepting sewer owned by or tributary to the sewerage system of the Lessor. Lessee will make application and secure the necessary permit from the Metropolitan Water Reclamation District of Greater Chicago and all governmental and regulatory agencies having jurisdiction thereof before discharging any of the aforesaid sewage, industrial waste or other water-carried wastes into any intercepting sewers.
 - K. The Lessee also agrees to collect separately all roof water, surface run-off from grounds and roadways, and drainage water and to discharge the same directly into the Calumet River all to be done in a manner acceptable to said General Superintendent of the Lessor.
 - L. It is agreed by and between the parties hereto that the Lessee shall submit to the General Superintendent of the Lessor for his approval, the general plans for handling the sewerage, grading, and drainage of the the demised premises; and for any roadways, water supply, telephone and electric service, if any, and of all improvements or any other construction to be erected thereon, before the commencement of any work thereon.
 - M. The Lessor reserves to itself the right of access to the Calumet River as well as right of access to the demised premises for inspection by the Lessor and its duly accredited agents at all times, and for such surveys or any other purposes as the General Superintendent of the Lessor may deem necessary.
- 5.02 Specific Engineering, Design And Operating Reservations And Restrictions. (Clarification -- Not Limitation)

Article Six.

Provisions For Building And Improvements.

6.01 Construction Requirement.

The Lessee agrees within ten (10) year(s) from the date hereof to improve the

demised premises by the construction thereon of the hereinafter called "improvements", free and clear of all mechanics' and materialman's liens, claims, charges or unpaid bills capable of being made liens and to design, construct, operate and maintain in full compliance with all applicable building and zoning laws of any agency having jurisdiction thereof. All plans must be approved in writing by the General Superintendent of the Lessor prior to commencement of construction.

6.02 Time Of Construction.

Construction of the improvements shall commence within eight (8) years of the effective date of this lease. All of said buildings and improvements shall be completed within ten (10) years of the effective date of the lease. In the event said improvements are not completed or construction is not commenced as provided above, then the Lessor may at its option terminate this lease upon giving ninety (90) days notice, in writing, to the Lessee.

6.03 Improvements Revert To Lessor At Lease Termination Or Expiration.

It is expressly understood and agreed by and between the parties hereto that upon the termination of this lease by forfeiture, lapse of time or by reason of the failure by the Lessee to keep and perform the covenants, agreements or conditions herein contained, any buildings or other improvements erected, constructed or placed upon the demised premises during the term hereof shall become and be the absolute property of the Lessor and no compensation therefor shall be allowed or paid to the Lessee except as stated in Article 3.09. Lessee shall surrender same in good and proper condition, with all fixtures and appurtenances in place and in good working order, ordinary wear and tear excepted. Lessee shall not commit waste during the term hereof or in the course of vacating same.

Article Seven.

7.01 Notices

All notices herein provided for from the Lessor to the Lessee or Lessee to Lessor shall be personally served or mailed by United States registered or certified mail, return receipt requested, first class postage prepaid addressed to the Lessee at:

City of Chicago
Department of the Environment
Attention: Commissioner
30 North LaSalle Street, Suite 2500
Chicago, Illinois 60602

City of Chicago
Department of General Services
Office of Real Estate Management
30 North LaSalle Street, Suite 3700
Chicago, Illinois 60602

or to Lessor at:

Metropolitan Water Reclamation District
of Greater Chicago
100 East Erie Street
Chicago, Illinois 60611
Attention: General Superintendent

or any other address either party may designate in writing. Any notice so mailed by one party hereto to the other shall be and is hereby declared to be sufficient notice for all the purposes of this lease and that a post office registry receipt showing the mailing of such notice and the date of such mailing shall be accepted in any court of record as competent prima facie evidence of those facts.

7.02 Right To Declare Lease Terminated.

It is understood and agreed by the Lessee that neither the right given in this lease to the Lessor to collect rent or such other compensation as may be due under the terms of this lease by sale nor any proceedings under this lease shall in any way affect the right of the Lessor to declare this lease terminated and the term hereby created ended as above provided, upon default of or failure by the Lessee to perform and carry out any of the provisions of this lease, as herein provided, after notices as aforesaid. And the Lessee, for itself and its assigns, hereby waives its right to any notice from the Lessor of its election to declare this lease at an end under any of the provisions hereof or to any demand for the payment of rent or the possession of the demised premises, except as aforesaid.

7.03 Rights Of Lessor In Event Of Forfeiture Or Termination.

In the event of the termination of this lease by reason of forfeiture by the Lessee arising from a default by or failure of it to carry out and perform any of the covenants herein contained, the Lessor shall not be obligated to refund to the Lessee any sums of money paid by the Lessee to the Lessor as rentals under the terms of this lease, and such sums of money shall be retained by the Lessor as liquidated damages, but this provision shall not operate to relieve the Lessee of its obligation to pay to the Lessor the balance of the rental then due the Lessor for the entire term of this lease.

7.04 Abandonment.

Lessee shall not without the prior written approval of Lessor abandon or vacate the demised premises or cease to operate its business thereon. Re-entry and repossession by Lessor following abandonment by Lessee shall not constitute a waiver of any rights of the Lessor and shall not be construed as a termination of the Lease. Lessee shall remain liable for all its obligations under the lease. For purposes of this section, leasehold shall be deemed abandoned if Lessee ceases business on the demised premises for a period of twenty-eight (28) consecutive days or fails to secure the demised premises from unauthorized use or entry within sixty (60) days of its execution and delivery of this lease provided, however, that the Lessee may cancel this lease with one (1) year's notice to Lessor after the fifteenth (15th) anniversary of the commencement date.

7.05 Terms Of Lease Binding On Successor And Assigns.

The parties hereto agree that all of the terms and conditions of this lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors, lessees, sublessees and assigns; and whenever in this lease reference to either of the parties hereto is made, such reference shall be deemed to include, where applicable, also a reference to the successors, lessees, sublessees and assigns of such party; and all the conditions and covenants of this lease shall be construed as covenants running with the land during the term of this lease.

7.06 No Assignment Or Sublease.

It is agreed by and between the parties that the Lessee shall not sublet or assign any part of this lease to any other governmental agency, individual, partnership, joint venture, corporation, land trust or other entity without prior written consent of the Lessor.

Lessee shall notify Lessor in writing not less than sixty (60) days prior to any proposed sublease or assignment. Lessee shall identify the name and address of the proposed assignee/sublessee and deliver to Lessor original or certified copies of the proposed assignment, a recital of Assignee's personal and financial ability to comply with all the terms and conditions of the lease and any other information or documentation requested by Lessor. Lessor shall not unreasonably withhold the consent to assignment or sublease.

It is agreed that reasonable grounds for withholding consent shall include but not be limited to the following:

- A. The proposed activity of the assignee/sublessee does not conform with the terms of this lease or policies established by the Lessor.

- B. The proposed assignee/sublessee does not have either substantial experience in the business provided for in the lease or the financial resources to comply with the requirements of the lease.
- C. There is an existing violation of or uncured default by Lessee with respect to the lease.
- D. The activity of the proposed assignee/sublessee would interfere with or disturb neighboring tenants or owners.

In addition to the payment of all cash rent or additional compensation otherwise herein required to be paid by or performed by the Lessee, Lessee will pay to the Lessor, as additional compensation hereunder in the event Lessee assigns this lease or sublets all or part of the demised premises, fifty percent (50%) of all value it receives from its assignee/sublessee for the use and occupancy of the demised premises as a result of the sublease or assignment in excess of the cash rent which Lessee is currently paying with respect to the subleased portion of the leasehold or the leasehold as a tract, if assigned. In the event any portion of the demised premises is sublet prior to obtaining the Lessor's written consent, the Lessor shall be entitled to recover from the Lessee one hundred percent (100%) of any sublease fees or rental collected by or on account of the Lessee for said sublease.

The value of additional services to be performed by the Lessee, sublessee or assignee shall not in any way be included in determining the foregoing fifty percent (50%) sum.

It is agreed that this Lease shall not pass by operation of law to any trustee or receiver in bankruptcy or for the assignment for the benefit of creditors of the Lessee.

Any attempted sublease or assignment not in compliance with this section shall be void and without force and effect.

7.07 Non-Governmental Commercial Development Of All Or Part Of The Demised Premises.

In the event Lessee shall determine that there exists a nongovernmental person, firm, partnership, corporation or other entity which desires to develop all or a portion of the demised premises for a commercial, non-permitted and non-governmental purpose of Lessee hereunder, Lessee shall not assign or sublet the Lease, but shall develop a good and sufficient legal description and plat of the proposed commercial development area within the leasehold premises, and upon written notice thereof to the Lessor, offer to surrender such segment of the demised premises to the Lessor. Upon acceptance of surrender of that segment of the

demised premises, the Lessee's rent hereunder shall be abated proportionately and Lessor may thereafter offer such segment as available for commercial leasing in accordance with the commercial leasing provisions of the Lessor's Leasing Statute and all applicable enactments, practices and policies of Lessor's Board of Commissioners relative thereto.

Article Eight.

Miscellaneous Provisions.

8.01 Lessee May Implead Lessor In Real Estate Litigation.

The Lessee may, after notice in writing to the Lessor, implead the Lessor as a party at anytime during the term of this lease, in any litigation concerning the demised premises in which Lessor is a necessary party.

8.02 Lessee To Pay All Costs Of Enforcement.

The Lessee agrees to pay and discharge all costs and reasonable attorney's fees and expenses which the Lessor shall incur in enforcing the covenants of this lease provided, however, that this provision shall not apply in the event the Lessee shall prevail in litigation.

8.03 Headings Are For Convenience Of Parties.

All paragraph headings of this lease are inserted for purposes of reference and convenience of the parties only, and do not constitute operative provisions of the Lease.

8.04 Compliance With Waterway Strategy Resolution.

To the extent that the demised premises embrace or abut a waterway regulated by Lessor or in which Lessor asserts property rights, Lessee shall to the extent applicable, comply with the Waterway Strategy Resolution and Implementation Criteria therefor, the River Edge Renaissance Program and the Revised Leasing Criteria for the North Shore Channel right-of-way lands of the Lessor's Board of Commissioners in the execution of its development plan for the demised premises

which abut any such waterway and demised premises which afford Lessee direct access thereto may be utilized by the Lessee for the purpose of waterborne commerce. However, the Lessee will be responsible for the construction and maintenance of any docking facility at its own cost and expense which is compatible with the Waterway Strategy Resolution to maintain the bank in an aesthetically pleasing condition. Permanent storage of bulk commodities, unsightly materials and/or debris on waterway side of the scenic berm or the docking area is prohibited.

It is the intent of the Lessor to maintain, where possible, a "natural" appearance to its properties by retaining existing vegetative cover. However, the Lessor recognizes that site development will sometimes necessitate the removal of existing vegetative cover. In those cases the Lessor will require the Lessee to re-establish vegetative cover in the same quantities and qualities as those removed. The re-established plant materials are to be considered as an addition to the landscaping required within the scenic easement.

Lessee will comply with all applicable local zoning and setback requirements. The Lessor reserves the right to traverse the demised premises to access the waterway which abuts the demised premises.

The Lessor's Board of Commissioners has heretofore adopted its Waterway Strategy Resolution relating to the development of leased waterways property. The Lessee shall implement the beautification plan described in the attached Exhibit C. Lessee shall comply with all applications of said Resolution in its use and development of the demised premises. Lessee's method of compliance therewith shall be approved by Lessor's General Superintendent in writing.

8.05 Public Service Promotional Signage.

Lessee shall, during the term of this lease, at its sole cost and expense, construct, erect and maintain, at one (1) or more prominent locations on the leasehold premises, tastefully designed and constructed permanent signs which acknowledge the cooperation and support of the Lessor in connection with Lessee's use of the leasehold premises. The style, text and size of the sign(s) shall be approved in advance of erection thereof by the General Superintendent of Lessor, and shall, at a minimum, state that:

"This Facility Is Provided In Part As A Community Service With The Cooperation And Support Of The Metropolitan Water Reclamation District Of Greater Chicago."

Article Nine.

Demised Premises With Existing Improvements.

9.01 Lessee Will Not Allow Waste To Improvements.

The Lessee will keep the leasehold improvements safe, clean and in good order, repair and condition which shall include all necessary replacement, repair and decorating. Lessee will not allow the improvements to become damaged or diminished in value, ordinary wear and tear excepted, by anyone or by any cause.

9.02 Condition Of Demised Premises And Improvements Not Warranted

Lessee expressly acknowledges that the Lessor has made no representations, warranties express or implied, as to the adequacy, fitness or condition of demised premises or the improvements upon the demised premises for the purpose set forth in Article Three, paragraph 3.07 hereof or for any other purpose or use express or implied by the Lessee. Lessee accepts the demised premises and the improvements thereon, if any, "As-Is" and "With All Faults". Lessee acknowledges that it has inspected the demised premises and has satisfied itself as to the adequacy, fitness and condition thereof.

9.03 Modification Of Improvements.

No modification of the leasehold improvements shall be made by Lessee without the prior written approval of the Lessor and compliance by Lessee with all other terms of this Agreement.

9.04 Notice.

It is further agreed that the notice as provided in Article One, paragraph 1.02 hereof shall not be given by the Lessor except pursuant to an order of the Board of Commissioners of said Lessor.

9.05 Plat Of Survey And Legal Description.

Lessee understands and agrees that in the event the legal description and plat attached hereto are not legally sufficient for acceptance for recordation of this Lease by the Recorder of Deeds of the county in which the demised premises are located, Lessee shall procure, at its own expense, a plat of survey and legal description of

the demised premises prepared and certified in writing by a Registered Illinois Land Surveyor, within twenty-one (21) days of the execution date hereof. Said plat of survey and legal description shall be reasonably satisfactory to and approved by the Lessor's General Superintendent in writing. Failure to timely procure and receive approval of said plat of survey and legal description shall be grounds for immediate termination of this lease. The Lessor reserves the right and Lessee concurs that Lessor shall insert said legal description and plat of survey into this lease Agreement as Exhibits A and B, respectively, upon the approval thereof by District's General Superintendent, without further affirmative act by either party hereto.

Article Ten.

General Environmental Provisions.

10.01 Definitions.

- A. "Environmental Laws" shall mean all present and future statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations and similar items, of all government agencies, departments, commissions, boards, bureaus, or instrumentalities of the United States, state and political subdivisions thereof and all applicable judicial, administrative, and regulatory decrees, judgments, orders, notices or demands relating to industrial hygiene, and the protection of human health or safety from exposure to Hazardous Materials, or the protection of the environment in any respect, including without limitation:
- (1) all requirements, including, without limitation, those pertaining to notification, warning, reporting, licensing, permitting, investigation, and remediation of the presence, creation, manufacture, processing, use, management, distribution, transportation, treatment, storage, disposal, handling, or release of Hazardous Materials;
 - (2) all requirements pertaining to the protection of employees or the public from exposure to Hazardous Materials or injuries or harm associated therewith; and
 - (3) the Comprehensive Environmental Response, Compensation and Liability Act (Superfund or C.E.R.C.L.A.) (42 U.S.C. Section 9601, et seq.), the Resource Conservation and Recovery Act (Solid Waste Disposal Act or RCRA) (42 U.S.C. Section 6901, et seq.), Clean Air Act (42 U.S.C. Section 7401, et seq.), the Federal Water Pollution Control

Act (Clean Water Act) 33 U.S.C. Sec, 1251, et seq.), the Emergency Planning and Community Right-to-Know Act (42 U.S.C. Section 11001, et seq.), the Toxic Substances Control Act (15 U.S.C. Section, 2601, et seq.), the National Environmental Policy Act (42 U.S.C. Section 4321, et seq.), the Rivers and Harbors Act of 1988 (33 U.S.C. Section 401, et seq.), the Endangered Species Act of 1973 (16 U.S.C. Section 1531, et seq.), the Safe Drinking Water Act (42 U.S.C. Section 300(f), et seq., the Illinois Environmental Protection Act (415 ILCS 5/1, et seq.) and all rules, regulations and guidance documents promulgated or published thereunder, Occupational Safety and Health Act (29 U.S.C. Section 651 et seq.) and all similar state, local and municipal laws relating to public health, safety or the environment.

B. "Hazardous Materials" shall mean:

- (1) any and all asbestos, natural gas, synthetic gas, liquefied natural gas, gasoline, diesel fuel, petroleum, petroleum products, petroleum hydrocarbons, petroleum by-products, petroleum derivatives, crude oil and any fraction of it, polychlorinated biphenyls (P.C.B.s), trichloroethylene, ureaformaldehyde and radon gas;
- (2) any substance (whether solid, liquid or gaseous in nature), the presence of which (without regard to action level, concentration or quantity threshold) requires investigation or remediation under any federal, state or local statute, regulation, ordinance, order, action, policy or common law;
- (3) any substance (whether solid, liquid or gaseous in nature) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous or dangerous;
- (4) any substance (whether solid, liquid or gaseous in nature) the presence of which could cause or threaten to cause a nuisance upon the demised premises or to adjacent properties or pose or threaten to pose a hazardous threat to the health or safety of persons on or about such properties;
- (5) any substance (whether solid, liquid or gaseous in nature) the presence of which on adjacent properties could constitute trespass by or against Lessee or Lessor;
- (6) any materials, waste, chemicals and substances, whether solid, liquid or gaseous in nature, now or hereafter defined, listed, characterized or referred to in any Environmental Laws as "hazardous substances",

"hazardous waste", "infectious waste", "medical waste", "extremely hazardous waste", "hazardous materials", "toxic chemicals", "toxic substances", "toxic waste", "toxic materials", "contaminants", "pollutants", "carcinogens", "reproductive toxicants", or any variant or similar designations;

- (7) any other substance (whether solid, liquid or gaseous in nature) which is now or hereafter regulated or controlled under any Environmental Laws (without regard to the action levels, concentrations or quantity thresholds specified herein); or
- (8) any result of the mixing or addition of any of the substances described in this Subsection B with or to other materials.

C. "Phase I Environmental Assessment" shall mean:

- (1) an assessment of the demised premises performed by an independent and duly qualified, licensed engineer or registered architect with experience and expertise in conducting environmental assessments of real estate, bedrock and groundwater of the type found on the demised premises, and said assessment shall include, but not necessarily be limited to a historical review of the use (abuse) of the demised premises, a review of the utilization and maintenance of Hazardous Materials on the demised premises, review of the demised premises' permit and enforcement history (by review of regulatory agency records) a site reconnaissance and physical survey, inspection of demised premises, site interviews and site history evaluations, basic engineering analyses of the risks to human health and the environment of any areas of identified concerns, and preparation of a written report which discusses history, site land-use, apparent regulatory compliance or lack thereof and which includes historical summary, proximity to and location of USTs, LUSTs, TSDFs, C.E.R.C.L.A. site flood plain, maps, photograph log, references, conclusions and recommendations.

D. "Phase II Environmental Assessment" shall mean:

- (1) an assessment of the demised premises performed by an independent and duly qualified, licensed engineer with experience and expertise in conducting environmental assessments of real estate, bedrock and groundwater of the type found on the demised premises, and said assessment shall include, but not necessarily be limited to, extensive

sampling of soils, groundwaters and structures, followed by laboratory analysis of these samples and interpretation of the results, and preparation of a written report with boring logs, photograph logs, maps, investigative procedures, results, conclusions and recommendations.

10.02 Manufacture, Use, Storage, Transfer Or Distribution Of Hazardous Materials Upon Or Within The Demised Premises.

Lessee, for itself, its successors and assigns, covenants that to the extent that any Hazardous Materials are manufactured, brought upon, placed, stored, transferred or distributed upon or within the demised premises by Lessee, or its subtenant or assigns, or any of their agents, servants, employees, contractors or subcontractors, same shall be done in strict compliance with all Environmental Laws.

Construction or installation of new or reconstruction of existing underground storage tanks and underground interconnecting conveyance facilities for any material or substance is not permitted without the advance written consent of the General Superintendent of the District.

10.03 Use Of Demised Premises (Restrictions -- Environmental).

Lessee shall use the demised premises only for purposes expressly authorized by Article 3.07 of this lease. Lessee will not do or permit any act that may impair the value of the demised premises or any part thereof or that could materially increase the dangers, or pose an unreasonable risk of harm, to the health or safety of persons to third parties (on or off the demised premises) arising from activities thereon, or that could cause or threaten to cause a public or private nuisance on the demised premises or use the demised premises in any manner (i) which could cause the demised premises to become a hazardous waste treatment, storage, or disposal facility within the meaning of, or otherwise bring the demised premises within the ambit of, the Resource Conservation and Recovery Act of 1976, Section 6901, et seq. of Title 42 of the United States Code, or any similar state law or local ordinance, (ii) so as to cause a release or threat of release of Hazardous Materials from the Demised Premises within the meaning of, or otherwise bring the Demised Premises within the ambit of, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, Section 9601, et seq. of Title 42 of the United States Code, or any similar state law or local ordinance or any other Environmental Law or (iii) so as to cause a discharge of pollutants or effluents into any water source or system, or the discharge into the air of any emissions, which would require a permit under the Federal Water Pollution Control Act, Section 1251 of Title 33 of the United States Code, or the Clean Air Act, Section 741 of Title 42 of the United States Code, or any similar state law or local ordinance.

10.04 Condition Of Demised Premises (Environmental).

- A. In the event Lessee has been the prior occupant/tenant of the demised premises under a prior occupancy/use authorization, Lessee warrants and represents that to the best of Lessee's actual knowledge, during the period of such prior occupancy/use the demised premises and improvements thereon including all personal property, are free from contamination by any Hazardous Materials, that here has not been thereon a release, discharge, or emission, of any Hazardous Materials during its occupancy of the demised premises as defined by any Environmental Laws, and that the demised premises does not contain, or is not affected by underground storage tanks, landfills, land disposal sites, or dumps. *(This provision is applicable only to tenants seeking a new lease for the same property).
- B. In the event of a release, emission, discharge, or disposal of Hazardous Materials in, on, under, or about the demised premises or the improvements thereon during the term of this Lease except such release, emission, discharge or disposal by Lessor, its employees, or agents, Lessee will take all appropriate response action, including any removal and remedial action, either before or after the execution date of this lease.

10.05 Indemnification (Environmental).

- A. In consideration of the execution and delivery of this Lease Agreement, the Lessee indemnifies, exonerates, and holds the Lessor and its officers, officials, Commissioners, employees, and agents ("Indemnified Parties") free and harmless from and against any and all actions, causes of action, suits, losses, costs, liabilities and damages and expenses incurred in connection with any of these (irrespective of whether any such Indemnified Party is a party to the action for which indemnification is here sought), including reasonable attorney's fees, costs and disbursements, incurred by the Indemnified Parties as a result of or arising out of or relating to (i) the imposition of any governmental lien for the recovery of environmental cleanup costs expended by reason of Lessee's activities, or (ii) any investigation, litigation, or proceeding related to any environmental response, audit, compliance, or other matter relating to the protection of the environment, or (iii) the release or threatened release by Lessee, its subsidiaries, or its parent company, of any Hazardous Materials, or the presence of Hazardous Materials on or under the Demised Premises, or any property to which the Lessee, its parent company or any of its subsidiaries has sent Hazardous Materials, (including any losses, liabilities, damages, injuries, costs, expenses, or claims asserted or arising under any Environmental Law), regardless of whether caused by or within the

* Strike where applicable.

control of the Lessee, its parent company or its subsidiaries, provided that, to the extent Lessor is strictly liable under any Environmental Laws, Lessee's obligation to Lessor under this indemnity shall be without regard to fault on the part of the Lessee with respect to the violation of law which results in liability to Lessor.

- B. Lessee shall defend, indemnify, save and keep harmless the Indemnified Parties against any loss, damage, cost, lien or expense which they may suffer, incur or sustain or for which it may become liable, growing out of any injury to or death of persons or loss or damage to property which shall at any time during the term of this lease be caused by or resulting from the migration of Hazardous Materials from the demised premises to adjacent properties. In case any action, suit, proceeding or investigation shall be commenced against one or more of the Indemnified Parties growing out of any such loss, damage, cost or expense, the Lessee shall give immediate written notice of the same to the Lessor, and Lessee shall attend to the defense of the same and save and keep harmless the Indemnified Parties from all expense, attorney's fees, costs, disbursements and liabilities in any manner growing out of, pertaining to or connected therewith.
- C. Lessee shall be responsible for all costs for remediation of the demised property for contamination that migrates from adjacent property during the term of the lease but Lessor may seek recovery from any responsible third party.

10.06 Environmental Covenants.

Lessee agrees to and covenants as follows:

- A. It has no knowledge of any pending or threatened:
 - (1) claims, complaints, notices, or requests for information directed to Lessee with respect to any alleged violation of any Environmental Laws, or
 - (2) complaints, notices or requests for information directed to Lessee regarding potential liability under any Environmental Law, relating to or arising from the demised premises.
- B. Lessee covenants and agrees that, throughout the term of the lease, all Hazardous Materials which may be used by any person for any purpose upon the demised premises shall be used or stored thereon only in a safe, approved manner, in accordance with all generally accepted industrial standards and all Environmental Laws.

- C. Lessee has been issued and is in compliance with all permits, certificates, approvals, licenses, and other authorizations relating to environmental matters and necessary for its business, if any.
- D. Lessee, to the best of its knowledge, is not a potentially responsible party with respect to any other facility receiving waste of the Lessee (whether or not from the demised premises) under C.E.R.C.L.A. or under any statute providing for financial responsibility of private parties for cleanup or other actions with respect to the release or threatened release of any Hazardous Materials.
- E. None of the manufacturing or distribution facilities of Lessee is subject to any environmental lien. "Environmental Lien" means a lien in favor of any government entity for any liability under any law relating to the environment or costs incurred by such government entity in response to the release or threatened release of any substance into the environment.
- F. Lessee will take all reasonable steps to prevent and has no knowledge of any conditions on the demised premises that is or was alleged by any government entity or third party to be in violation of any Environmental Laws. Lessee will take all reasonable steps to assure that there will be no spill, discharge, leaks, emission, injection, escape, dumping or release of any toxic or Hazardous Materials by any persons on the Demised Premises during the term of this lease.
- G. Except as disclosed on Attachment D hereto, Lessee has not received from any government entity since 1980, any written complaint or written notice asserting potential liability, written request for information, or written request to investigate any site under the C.E.R.C.L.A. of 1980, as amended, or under any domestic state law comparable to C.E.R.C.L.A. or any foreign law comparable to C.E.R.C.L.A.
- H. Lessee, to the best of its knowledge after due Inquiry, since November 15, 1971, represents that there has not been any discharging, spilling, leaking, dumping, or burying of hazardous substances, as defined in C.E.R.C.L.A., or disposal of hazardous wastes, as defined in R.C.R.A., or of any other pollutant or contaminant at the demised premises that is likely to form the basis for any written claim by any government entity seeking to impose liability for remedial action under C.E.R.C.L.A. or R.C.R.A. *(This provision applicable only to occupants/tenants seeking a new lease for the same property).

* Strike where applicable.

- I. During the term of this lease, Lessee will not allow the installation of asbestos on the demised premises, or any item, article, container or electrical equipment, including but not limited to transformers, capacitors, circuit breakers, reclosers, voltage regulators, switches, electro-magnets and cable, containing PCBs.
- J. Within sixty (60) days after execution of the lease, the Lessee shall prepare and submit a general statement to Lessor of its operations and maintenance program for any activities conducted on demised premises, describing its layout, process, method of inspections, reporting procedure, and maintenance of equipment, which shall be updated annually and submitted to Lessor on the anniversary date of the execution of the lease.
- K. The Lessee shall notify Lessor in writing of any proposed significant renovation or improvement on or to the demised premises, which notice shall include any drawings, plans and specifications thereof, at least thirty (30) days prior to beginning construction of any such renovation or improvement. For purposes of this subsection (1), renovation shall be deemed significant when the total cost exceeds Ten Thousand and no/100 Dollars (\$10,000.00).
- L. Lessee shall be responsible to install "plugs" of compacted impermeable soil material at intervals of no greater than one hundred (100) feet between such plugs along utility trenches which have been backfilled with compacted granular materials in order to minimize cross-site and off-site environmental contaminant migration. The spacing of these plugs should be based on the characteristics of the site, the configuration of the trench or trenches, the characteristics (nature and extent) of the site environmental contamination, and/or the potential for site contamination should a surface of subsurface chemical release occur. Special emphasis should be placed on locating these plugs at all utility trenches where they cross: other utility trenches, containment berms or walls, property boundaries and lease boundaries.
- M. The aforesaid representations and warranties shall survive the expiration or termination of the lease.

10.07 Default (Environmental).

The occurrence of any one or more of the following events shall constitute a default under this Lease Agreement, but said default shall not terminate the lease unless Lessor notifies Lessee of termination in writing:

- A. The demised premises are listed or proposed for listing on the National Priorities List pursuant to Section 1.05 of the C.E.R.C.L.A., 42 U.S.C. Section 9605, on the C.E.R.C.L.I.S., or on any other similar state list of sites or facilities requiring environmental investigation or cleanup.

- B. Lessee is determined to have liability for underground storage tanks, active or abandoned, including petroleum storage tanks, on or under the demised premises, including any release of Hazardous Materials therefrom, that, singly or in the aggregate, have or may reasonably be expected to have a material adverse effect on the financial condition, operations, assets or business, properties or prospects of Lessee.
- C. Lessee is determined to have liability for polychlorinated biphenyls (PCBs) that require immediate remediation or cleanup or friable asbestos in such condition to cause or threaten to cause, a present health hazard at any property previously leased by Lessee that, singly or in the aggregate, has or may reasonably be expected to have a material adverse effect on the financial condition, operations, assets, business, properties, or prospects of Lessee.
- D. Lessee is determined to have liability under any Environmental Laws for any condition that exists at, on, or under any property previously leased by Lessee that, with the passage of time or the giving of notice, or both, gives rise to liability that, singly or in the aggregate, has or may reasonably be expected to have a material adverse effect on the financial condition, operations, assets or business properties or prospects of Lessee.

Lessee shall not be in default pursuant to Article 10.08 for conditions not related to the demised premises.

10.08 Additional Environmental Covenants.

Lessee shall cause each of its contractors, subcontractors, employees and agents to:

- A.
 - (1) use and operate all of the demised premises in compliance with all applicable Environmental Laws, keep all material permits, approvals, certificates and licenses in effect and remain in material compliance with them;
 - (2) undertake reasonable and cost-effective measures to minimize any immediate environmental impact of any spill or leak of any Hazardous Materials caused by Lessee or any person permitted to use the demised premises by Lessee or any third party during the term of the lease except Lessor;
 - (3) provide notice to the Lessor of the operation of any on-site non-hazardous waste disposal facility. For purposes of this subsection (A)(3), the term "waste" means any discarded or

abandoned material, and the term "disposal facility" means any facility in which wastes are placed for disposal or storage, in each case, for longer than three (3) months.

- B. Notify Lessor by telephone within two (2) hours of Lessee's actual knowledge the release of Hazardous Materials, including the extent to which the identity of the Hazardous Materials is known, the quantity thereof and the cause(s) of the release, and provide Lessor within seventy-two (72) hours of the event, with copies of all written notices by Lessee, its parent and its subsidiaries that are reported to government regulators or received from the government regulators.
- C. Provide such information that Lessor may reasonably request from time to time to determine compliance by the Lessee with this article.
- D. Lessee covenants and agrees to cooperate with Lessor in any inspection, assessment, monitoring or remediation instituted by Lessor during the lease term and to allow prospective tenants or purchasers reasonable access to the demised premises one (1) year prior to the expiration of the lease.

10.09 Compliance (Environmental).

The Lessee will cause its parent company and each of its subsidiaries, if any, to exercise due diligence to comply with all applicable treaties, laws, rules, regulations and orders of any government authority.

- A. Lessee shall conduct a Phase I Environmental Assessment, at its own expense, with respect to the demised premises every fifth (5th) anniversary of the execution of this lease and submit the written report to the Lessor within ninety (90) days after each fifth (5th) anniversary. After review of each Phase I Environmental Assessment, or at any other time, upon receipt of any information or report Lessor, at its sole discretion, may require Lessee, at Lessee's expense, to obtain a Phase II Environmental Assessment with respect to the demised premises. The written report of the Phase II Environmental Assessment shall be submitted to Lessor within one hundred twenty (120) days of Lessor's request for same. If the Phase II Assessment discloses the presence of any Hazardous Materials contamination on the demised premises or adjacent property caused or permitted by Lessee during the term of the lease, Lessee shall take immediate action to remediate the contamination and to restore the demised premises to a clean and sanitary condition and to the extent required by any and all environmental laws. Lessor may require Lessee to obtain a Phase I and Phase II Environmental Assessment with respect to

the demised premises at any other time if it has reasonable suspicion of the presence of Hazardous Material on the demised premises resulting from Lessee's activities.

- B. If buildings exist on the premises on the date of this lease or subsequent thereto, Lessee agrees to implement its own building maintenance and operations program for asbestos inspections on an annual basis and to report its findings to Lessor annually on the anniversary date of the lease.
- C. Capacitors, transformers, or other environmentally sensitive installations or improvements shall be removed at the end of the lease at Lessor's election.
- D. In addition to the Environmental Assessments required in paragraph A of this article, Lessor shall have the right, but is not required to cause an independent environmental consultant, chosen by the Lessor at its sole discretion, to inspect, assess and test the demised premises for the existence of any and all environmental conditions and any and all violations of Environmental Laws (Environmental Assessment). The scope, sequence and timing of the Environmental Assessment shall be at the sole discretion of Lessor.
- E. If any Environmental Assessment reveals, or Lessor otherwise becomes aware of, the existence of any violation of any Environmental Laws that either Lessee is unwilling to remediate or that Lessor is unwilling to accept, Lessor shall have the right and option to terminate this Agreement and to declare it null and void.
- F. Not less than one (1) year prior to the expiration of the lease, Lessee shall have caused to be prepared and submitted to the Lessor a written report of a site assessment in scope, form and substance, and prepared by an independent, competent and qualified professional and engineer, registered in the State of Illinois, satisfactory to the Lessor, and dated not more than eighteen (18) months prior to the expiration of the lease, showing that:
 - (1) the demised premises and any improvements thereon do not materially deviate from any requirements of the Environmental Laws, including any licenses, permits or certificates required thereunder;
 - (2) the demised premises property and any improvements thereon do not contain: (i) asbestos in any form; (ii) urea formaldehyde; (iii) items, articles, containers or equipment which contain fluid containing polychlorinated biphenyls (PCBs); or (iv) underground storage tanks which do not comply with Environmental Laws;

- (3) the engineer has identified, and then describes, any Hazardous Materials utilized or maintained on the demised premises, the exposure to which is prohibited, limited or regulated by any Environmental Laws;
 - (4) if any Hazardous Materials were utilized and maintained on the demised premises, the engineer has conducted and submitted a Phase II Environmental Assessment of the demised premises, which documents that the demised premises and improvements are free of contamination by Hazardous Materials;
 - (5) the engineer has identified and then describes, the subject matter of any past, existing or threatened investigation, inquiry or proceeding concerning environmental matters by any federal, state, county, regional or local authority (the "Authorities"), and described any submission by Lessee concerning said environmental matter which it intends to give, has been given or should be given with regard to the demised premises to the Authorities; and
 - (6) the engineer includes copies of the submissions made pursuant to the requirements of Title III of the Superfund Amendments and Reauthorization Act of 1986 (S.A.R.A.), Section 11001, et seq., of Title 42 of the United States Code.
- G. In the event Lessee should receive a Notice of Environmental Problem, Lessee shall promptly provide a copy to the Lessor, and in no event later than seventy-two (72) hours from Lessee's and any tenant's receipt or submission thereof. "Notice of Environmental Problem" shall mean any notice, letter, citation, order, warning, complaint, inquiry, claim or demand that: (i) the Lessee has violated, or is about to violate, any Environmental Laws; (ii) there has been a release, or there is a threat of release, of Hazardous Materials, on the demised premises or any improvements thereon; (iii) the Lessee will be liable, in whole or in part, for the costs of cleaning up, remediating, removing or responding to a release of Hazardous Materials; or (iv) any part of the demised premises or any improvements thereon is subject to a lien in favor of any governmental entity for any liability, costs, or damages, under any Environmental Laws, arising from or costs incurred by such government entity in response to a release of a Hazardous Material.

10.10 Inspection And Right Of Inspection (Environmental).

- A. In the event Lessee receives a Notice of Environmental Problem as defined in paragraph 10.01, Lessee shall, within ninety (90) days, submit to Lessor a written report in scope, form and substance, and prepared by an

independent, competent and qualified, professional, registered engineer, reasonably satisfactory to the Lessor, showing that the engineer made all appropriate inquiry consistent with good commercial and customary practice and consistent with generally accepted engineering practice and procedure, indicating whether any evidence or indication came to light which would suggest there was a release of substances on the demised premises which could necessitate an environmental response action, and which describes the demised premises compliance with, or lack thereof and with all applicable environmental statutes, laws, ordinances, rules, and regulations, including licenses, permits or certificates required thereunder, and the Lessee's compliance with the representations and warranties previously set forth in this lease. After review of the written report, upon reasonable basis therefor Lessor may require Lessee to submit a written Phase II Environmental Assessment pursuant to provisions set forth in paragraph 10.10A.

- B. Lessor hereby expressly reserves to itself, its agents, attorneys, employees, consultants and contractors, an irrevocable license and authorization to enter upon and inspect the Leased Premises and improvements thereon, and perform such tests, including without limitation, subsurface testing, soils and groundwater testing, and other tests which may physically invade the demised premises or improvements thereon, as the Lessor, in its sole discretion, determines it is necessary to protect its interests.

In Witness Whereof, The Metropolitan Water Reclamation District Of Greater Chicago has caused this instrument to be executed in triplicate by the Chairman of the Committee on Finance of its Board of Commissioners and attested by its Clerk, and its corporate seal to be hereunto affixed; and the Lessee has caused this instrument to be executed in triplicate by its Mayor and attested by its Clerk and its corporate seal to be hereunto affixed all the day and year first above written.

Metropolitan Water Reclamation District
of Greater Chicago

By: _____

Gloria Alitto Majewski,
Chairman of the Committee
on Finance

Attest:

Jacqueline Torres, Clerk

City of Chicago

By: _____

Title: _____

Attest:

By: _____

Title: _____

State of Illinois)
)SS.
County of Cook)

The undersigned, a notary public in and for said County, in the State aforesaid, does hereby certify that _____, personally known to me to be the _____ (Name) of _____ (Title) of _____ (Village/Town/City), a municipal corporation, and _____ (Name), personally known to me to be the _____ (Title) of said municipal corporation and personally known to me to be same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such _____ (Title) and _____ (Title) of said municipal corporation, duly executed said instrument in behalf of said municipal corporation and caused its corporate seal to be affixed thereto pursuant to authority given by the corporate authority of said municipal corporation, as its free and voluntary act and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this ___ day of _____, A.D. 20__.

Notary Public

My commission expires: _____ .

State of Illinois)
)SS.
County of Cook)

I, _____ a notary public in and for said County, in the State aforesaid, do hereby certify that Gloria Alitto Majewski personally known to me to be the Chairman of the Committee on Finance of the Board of Commissioners of the Metropolitan Water Reclamation District of Greater Chicago, a municipal corporation, and Jacqueline Torres, personally known to me to be the Clerk of said municipal corporation and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Chairman of the Committee on Finance and such Clerk, they signed and delivered the said instrument as Chairman of the Committee on Finance of the Board of Commissioners and Clerk of said municipal corporation, and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Board of Commissioners of said municipal corporation, as their free and voluntary act and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, A.D. 20__.

Notary Public

My commission expires: _____ .

State of Illinois)
)SS.
County of Cook)

Lessee's Non-Collusion Affidavit.

_____, the _____ /President
and _____, the _____ /Secretary
of _____, the Lessee in the above and foregoing lease,
being first duly sworn on oath depose and say that they are the _____ /President
and _____ /Secretary respectively of the Lessee hereunder, and that neither
they nor any agent of the Lessee have been a party to any collusive agreement with
the Lessor hereunder or with Lessor's commissioners, general superintendent or
officers with respect to the leasing of the premises which are the subject of the
above and foregoing lease.

President

Secretary

Subscribed And Sworn to
before me this ___ day of
_____, 20__.

Notary Public

State of Illinois)
)SS.
County of Cook)

The undersigned, being commissioners and general superintendent of the
Metropolitan Water Reclamation District of Greater Chicago, being first duly sworn
upon oath, individually deposes and says that he/she is not and has not been a

party to any collusive agreement with the Lessee or Lessees of the premises described herein.

Terrence J. O'Brien, President

Kathleen Therese Meany, President

Gloria Alitto Majewski, Commissioner

James C. Harris, Commissioner

Barbara J. McGowan, Commissioner

Frank Avila, Commissioner

Cynthia M. Santos, Commissioner

Patricia Young, Commissioner

Harry "Bus" Yourell, Commissioner

Richard Lanyon, General Superintendent

Subscribed And Sworn to before me this ____ day of _____, 20 ____.

Notary Public

Approved: as to Form and Legality:

Head Assistant Attorney

Attorney

Approved as to Plat and Legal Description

Engineer of Sewer Design

Assistant Chief Engineer of Infrastructure
and Budget Management Division

Chief Engineer

Approved:

General Superintendent

COMMITTEE ON LICENSE AND CONSUMER PROTECTION.

AMENDMENT OF TITLE 4, CHAPTER 60, SECTION 022 OF
MUNICIPAL CODE OF CHICAGO BY DELETION OF
SUBSECTION 47.31 WHICH RESTRICTED ISSUANCE
OF ADDITIONAL ALCOHOLIC LIQUOR LICENSES
ON PORTION OF WEST IRVING PARK ROAD.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Alderman Gene Schulter (which was referred on September 13, 2006), to amend Section 4-60-022 of the Municipal Code of Chicago by deleting subsection 4-60-022 (47.31), begs leave to recommend that Your Honorable Body *Pass* the ordinance which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee on September 27, 2006.

Respectfully submitted,

(Signed) GENE SCHULTER,
Chairman.

On motion of Alderman Schulter, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Section 4-60-022 of the Municipal Code of Chicago is hereby amended by deleting subsection 4-60-022 (47.31).

SECTION 2. This ordinance shall be in full force and effect from and after its passage and approval.

AMENDMENT OF TITLE 4, CHAPTER 60, SECTIONS 022 AND 023
OF MUNICIPAL CODE OF CHICAGO BY ADDITION OF NEW
SUBSECTIONS 022(30.33) AND 023(30.38) TO DISALLOW
ISSUANCE OF ADDITIONAL ALCOHOLIC LIQUOR AND
PACKAGE GOODS LICENSES ON PORTION OF
WEST ARMITAGE AVENUE.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration a substitute ordinance introduced by Alderman Ariel Reboyras (which was referred on September 13, 2006), to amend Section 4-60-022 of the Municipal Code of Chicago and Section 4-60-023 of the Municipal Code of Chicago prohibiting the further issuance of licenses for the sale of alcoholic liquor in portions of the 30th Ward, begs leave to recommend that Your Honorable Body *Pass* the substitute ordinance which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee on September 27, 2006.

Respectfully submitted,

(Signed) GENE SCHULTER,
Chairman.

On motion of Alderman Schulter, the said proposed substitute ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The City Council finds that the area described in Sections 2 and 3 of this ordinance is adversely affected by the over-concentration of businesses licensed to sell alcoholic liquor within and near the area.

SECTION 2. Section 4-60-022 of the Municipal Code of Chicago is hereby amended by inserting the underscored language as a new subsection 4-60-022(30.33), as follows:

4-60-22 Restrictions On Additional Licenses.

Subject to the provisions of subsection 4-60-021(c), no additional license shall be issued for the sale of alcoholic liquor, for consumption on the premises within the following areas:

* * * * *

(30.33) On West Armitage Avenue from North Lowell Avenue to North Kedvale Avenue.

* * * * *

SECTION 3. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by inserting the underscored language as a new subsection 4-60-023(30.38), as follows:

4-60-23 Restrictions On Additional Package Goods Licenses.

Subject to the provisions of subsection 4-60-021(c), no additional package goods license shall be issued for any premises located within the following areas:

* * * * *

(30.38) On West Armitage Avenue from North Lowell Avenue to North Kedvale Avenue.

SECTION 4. This ordinance shall be in full force and effect from and after its passage.

AMENDMENT OF TITLE 4, CHAPTER 60, SECTIONS 022 AND 023
OF MUNICIPAL CODE OF CHICAGO BY ADDITION OF NEW
SUBSECTIONS 022(41.1) THROUGH (41.7) AND 023(41.1)
THROUGH (41.7) TO DISALLOW ISSUANCE OF
ADDITIONAL ALCOHOLIC LIQUOR AND
PACKAGE GOODS LICENSES ON
PORTIONS OF VARIOUS
PUBLIC WAYS.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration a substitute ordinance introduced by Alderman Brian Doherty (which was referred on September 13, 2006), to amend Section 4-60-022 of the Municipal Code of Chicago and Section 4-60-023 of the Municipal Code of Chicago by prohibiting the further issuance of licenses for the sale of alcoholic liquor in portions of the 41st Ward, begs leave to recommend that Your Honorable Body *Pass* the substitute ordinance which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee on September 27, 2006.

Respectfully submitted,

(Signed) GENE SCHULTER,
Chairman.

On motion of Alderman Schulter, the said proposed substitute ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 47.

Nays -- None.

Alderman Natarus, moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Section 4-60-022 of the Municipal Code of Chicago is hereby amended by inserting the underscored language as new subsections 4-60-022(41.1) through 4-60-022(41.7), as follows:

4-60-022 Restrictions On Additional Licenses.

Subject to the provisions of subsection 4-60-021(c), no additional licenses shall be issued for the sale of alcoholic liquor, for consumption on the premises within the following areas:

* * * * *

- (41.1) On the southwest side of North Northwest Highway, from North Harlem Avenue to North Sayre Avenue.
- (41.2) On the southwest side of North Northwest Highway, from North Sayre Avenue to West Raven Street.
- (41.3) On the southwest side of Northwest Highway, from West Raven Street to North Neola Avenue.
- (41.4) On the southwest side of North Northwest Highway, from North Neola Avenue to North Nashotah Avenue.

- (41.5) On the southwest side of North Northwest Highway, from North Nashotah Avenue to North Nagle Avenue.
- (41.6) On North Avondale Avenue, continuing into West Palatine Avenue, from West Devon Avenue to North Harlem Avenue, then on North Harlem Avenue, from West Palatine Avenue to North Northwest Highway.
- (41.7) On North Northwest Highway, from North Harlem Avenue to West Devon Avenue, then on West Devon Avenue, from North Northwest Highway to North Avondale Avenue.

* * * * *

SECTION 2. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by inserting the underscored language as new subsections 4-60-023 (41.1) through 4-60-023 (41.7), as follows:

4-60-023 Restrictions On Additional Package Goods Licenses.

Subject to the provisions of subsection 4-60-021(c), no additional package goods license shall be issued for any premises located within the following areas:

* * * * *

- (41.1) On the southwest side of North Northwest Highway, from North Harlem Avenue to North Sayre Avenue.
- (41.2) On the southwest side of North Northwest Highway, from North Sayre Avenue to West Raven Street.
- (41.3) On the southwest side of North Northwest Highway, from West Raven Street to North Neola Avenue.
- (41.4) On the southwest side of North Northwest Highway, from North Neola Avenue to North Nashotah Avenue.
- (41.5) On the southwest side of North Northwest Highway, from North Nashotah Avenue to North Nagle Avenue.
- (41.6) On North Avondale Avenue, continuing onto West Palatine Avenue, from West Devon Avenue to North Harlem Avenue, then on North Harlem Avenue, from West Palatine Avenue to North Northwest Highway.

(41.7) On North Northwest Highway, from North Harlem Avenue to West Devon Avenue, then on West Devon Avenue, from North Northwest Highway to North Avondale Avenue.

* * * * *

SECTION 3. This ordinance shall be in force and effect upon passage and publication.

AMENDMENT OF TITLE 4, CHAPTER 60, SECTION 023
OF MUNICIPAL CODE OF CHICAGO BY ADDITION
OF NEW SUBSECTIONS (40.5) AND (40.6) TO
DISALLOW ISSUANCE OF ADDITIONAL
PACKAGE GOODS LICENSES ON
PORTIONS OF NORTH
LINCOLN AVENUE.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Alderman Patrick O'Connor (which was referred on September 13, 2006), to amend Section 4-60-023 of the Municipal Code of Chicago by prohibiting the further issuance of licenses for the sale of alcoholic liquor in portions of the 40th Ward, begs leave to recommend that Your Honorable Body *Pass* the ordinance which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee on September 27, 2006.

Respectfully submitted,

(Signed) GENE SCHULTER,
Chairman.

On motion of Alderman Schulter, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by replacing subsection 4-60-023 (40.5), which was previously deleted as shown in the *Journal of the Proceedings of the City Council of the City of Chicago* of March 31, 2004 at page 21175, as follows:

4-60-023 (40.5) On Lincoln Avenue, from Foster Avenue to Balmoral Avenue.

SECTION 2. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by replacing subsection 4-60-023 (40.6), which was previously deleted as shown in the *Journal of the Proceedings of the City Council of the City of Chicago* of June 4, 2003 at page 2464, as follows:

4-60-023 (40.6) On Lincoln Avenue, from Balmoral Avenue to Bryn Mawr Avenue.

SECTION 3. This ordinance shall be in full force and effect from and after its passage and approval.

AMENDMENT OF TITLE 4, CHAPTER 60, SECTION 025 OF
MUNICIPAL CODE OF CHICAGO CONCERNING ISSUANCE
OF LATE-HOUR LICENSES FOR SALE OF ALCOHOLIC
LIQUOR FOR CONSUMPTION ON PREMISES WITHIN
SPECIFIED AREA OF FORTY-SECOND WARD.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Alderman Burton Natarus (which was referred on July 26, 2006), to amend Section 4-60-025 of the Municipal Code of Chicago restricting the issuance of new or additional late-hour alcoholic liquor licenses for consumption on premises in the area commonly known as the 42nd Ward of the City of Chicago, begs leave to recommend that Your Honorable Body *Pass* the ordinance which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee on September 27, 2006.

Respectfully submitted,

(Signed) GENE SCHULTER,
Chairman.

On motion of Alderman Schulter, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Section 4-60-025 of the Municipal Code of Chicago is hereby amended by adding the language underscored, as follows:

4-60-025 Restrictions On Additional Late-Hour Licenses.

Subject to the provisions of Section 4-60-021 except for subsections 4-60-021(c)(1), (c)(2) and (c)(3), no additional late-hour license shall be issued for the sale of alcoholic liquor, for consumption on the premises, within the following area:

(1) Beginning at the intersection of West Wendell Street and North LaSalle Drive; thence north on North LaSalle Drive to West North Avenue; thence east on West North Avenue to North State Parkway; thence south on North State Parkway to East Division Street; thence east on East Division Street extended to the shore of Lake Michigan; thence south following the shore of Lake Michigan to East Balbo Avenue; thence west on East Balbo Avenue to South Columbus Drive; thence north on South Columbus Drive to East Jackson Drive; thence west on East Jackson Drive to South Wells Street; thence north on South Wells Street to West Madison Street; thence west on West Madison Street to South Clinton Street; thence south on South Clinton Street to West Arcade Place; thence west on West Arcade Place to South Jefferson Street; thence south on South Jefferson Street to West Monroe Street; thence west on West Monroe Street to South Desplaines Street; thence north on South Desplaines Street and North Desplaines Street to West Grand Avenue; thence east on West Grand Avenue to the centerline of the north branch of the Chicago River; thence northwest on the centerline of the north branch of the Chicago River to West Chicago Avenue; thence east on West Chicago Avenue to North Wells Street; thence north on North Wells Street to West Wendell Street; and thence east of West Wendell Street to the place of beginning.

SECTION 2. This ordinance takes effect after its passage and approval.

AUTHORIZATION FOR WAIVER OF SPECIFIED LICENSE
AND PERMIT FEES FOR PARTICIPANTS IN
ROCKWELL CROSSING ARTWALK.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration an order introduced by Alderman Gene Schulter (which was referred on September 13, 2006), directed to the Department of Business Affairs and Licensing, the Department of Construction and Permits and the Department of Transportation to waive fees for the Rockwell Crossing Artwalk, begs leave to report and recommend that Your Honorable Body *Pass* the order which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee on September 27, 2006.

Respectfully submitted,

(Signed) GENE SCHULTER,
Chairman.

On motion of Alderman Schulter, the said proposed order transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said order as passed:

Ordered, That the Director of the Department of Business Affairs and Licensing and the Commissioners of the Department of Transportation and the Department of Construction and Permits of the City of Chicago are hereby authorized and directed to waive the Itinerant Merchant, Food Vendor, Raffle fee, Street Closing and Tent Permit fees for all the participants in the Rockwell Crossing Artwalk to be held October 7 and 8, 2006 on North Rockwell Street, between West Eastwood Avenue and West Leland Avenue. This event is sponsored by Rockwell Crossing, 4827 North Washtenaw Avenue.

This order shall take effect upon its passage and approval.

COMMITTEE ON POLICE AND FIRE.

AMENDMENT OF TITLE 4, CHAPTER 144 AND TITLE 8,
CHAPTER 24, SECTION 040 OF MUNICIPAL CODE OF
CHICAGO TO PROHIBIT SALE, TRANSFER OR
DISCHARGING OF REPLICAS AIR GUNS
WITHIN CITY OF CHICAGO.

The Committee on Police and Fire submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Police and Fire Committee held a meeting on September 28, 2006 at 10:00 A.M. in Room 201-A and having had under consideration a substitute ordinance introduced by Alderman Isaac S. Carothers, Emma M. Mitts and Burton F. Natarus amending the Municipal Code of Chicago by inserting a new Section 4-144-145: Replica Air Guns -- Sale Or Transfer Prohibited and deleting language in Section 8-24-040: Discharging Toy Firearms; Replica Air Guns, begs leave to report that Your Honorable Body Pass this matter that is transmitted herein.

This recommendation was concurred in by a vote of the Committee members present. There were no dissenting votes.

Respectfully submitted,

(Signed) ISAAC S. CAROTHERS,
Chairman.

On motion of Alderman Carothers, the said proposed substitute ordinance transmitted with the foregoing Committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, E. Smith, Carothers, Reboyras, Suarez, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schuller, Stone -- 44.

Nays -- Alderman Matlak -- 1.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The Municipal Code of Chicago is hereby amended by inserting a new Section 4-144-145 into Article III of Chapter 4-144, as follows:

4-144-145 Replica Air Guns -- Sale Or Transfer Prohibited.

(a) It shall be unlawful for any person to engage in the business of selling or to sell, exhibit for sale, give away or otherwise transfer any replica air gun in the city of Chicago. For purposes of this article, "replica air gun" means and includes any air gun, air pistol, air rifle, spring gun, spring pistol, BB gun, pellet gun or any other implement that a person could reasonably perceive as an actual firearm but that is not a firearm, and that is capable of firing or discharging a projectile constructed of hard plastic, steel, lead or other hard materials with a force that reasonably is expected to cause bodily harm.

SECTION 2. Section 8-24-040 of the Municipal Code of Chicago is hereby amended by deleting the struck-through language and inserting the underscored language, as follows:

8-24-040 Discharging Toy Firearms; Replica Air Guns.

(a) Except as provided in subsection (c) below, no person shall at any time discharge or set off anywhere within the city, or have in his possession for such purpose any toy firearm, air rifle, toy cannon, or any gun, other than a replica air gun, that discharges projectiles either by air, spring, explosive; substance, or any other force.

(b) Except as provided in subsection (c) below, no person shall possess or discharge a replica air gun in the city of Chicago.

(c) The use or possession of an air gun or replica air gun is permitted if the air gun or replica air gun is in the possession and control of a carnival and is offered for use to carnival customers on a temporary basis. For purposes of this section, "carnival" means an enterprise which offers amusement or entertainment to the public by means of one or more amusement attractions or amusement rides.

(d) As used in this section, the term "replica air gun" shall be defined as provided in Section 4-144-145 of the code.

(e) Any person who violates the provisions of subsection (b) of this section, upon conviction thereof, shall be fined not less than \$500.00 nor more than \$1,000.00 for each offense, or imprisoned for a period not to exceed six months, or both such fine and imprisonment. As an alternative to, or in addition to, any such fine, the violator may be made to perform community service. Whenever a person under the age of 18 is ordered to pay a fine or perform community service for a violation of this subsection (b), the parent or guardian having legal custody or control of the person may be ordered to pay the fine instead of, or perform the community service in conjunction with, the person.

SECTION 3. This ordinance shall be in force and effect thirty (30) days from passage and approval.

AUTHORIZATION FOR DONATION OF FIRE ENGINE
TO CITY OF AZOGUES, ECUADOR.

The Committee on Police and Fire submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Police and Fire Committee held a meeting on September 28, 2006 at 10:00 A.M. in Room 201-A and having had under consideration an ordinance introduced by Alderman Issac S. Carothers authorizing the Commissioner of Fleet Management to donate an obsolete fire engine to the city of Azogues, Ecuador, begs leave to report that Your Honorable Body *Pass* this matter that is transmitted herein.

This recommendation was concurred in by a vote of the Committee members present. There were no dissenting votes.

Respectfully submitted,

(Signed) ISAAC S. CAROTHERS,
Chairman.

On motion of Alderman Carothers, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 45.

Nays -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, From time to time, emergency vehicles and equipment used by the City of Chicago become outdated and obsolete and are replaced; and

WHEREAS, Such materials may nonetheless have useful service left in them and could be of great use to another entity; and

WHEREAS, The City's Department of Fleet Management, from time to time, has in its possession vehicles and equipment that, while no longer of use to the City, could be of substantial use elsewhere; and

WHEREAS, The city of Azogues, Ecuador is in need of assistance; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The Commissioner of Fleet Management is hereby authorized to donate one (1) obsolete fire engine no longer useful to the City of Chicago, as such fire engines may become available, to the city of Azogues, Ecuador, free and clear of any liens or encumbrances. The City shall convey said fire engine in "as is" condition without any warranties either expressed or implied and expressly excludes any warranty of merchantability and fitness for a particular purpose.

SECTION 2. The Commissioner of Fleet Management is hereby authorized to enter into and execute such other documents as may be necessary and proper to implement this donation.

SECTION 3. This ordinance shall be in full force and effect from and after its passage and publication.

**COMMITTEE ON SPECIAL EVENTS
AND CULTURAL AFFAIRS.**

**AUTHORIZATION FOR ISSUANCE OF SPECIAL EVENT LICENSES AND
PERMITS, FREE OF CHARGE, TO PARTICIPANTS IN BRIDGEPORT
CATHOLIC ACADEMY ANNUAL FAMILY FESTIVAL.**

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs had under consideration a proposed ordinance for the issuance of all necessary special event licenses and permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to participants in Bridgeport Catholic Academy Annual Family Festival (referred September 13, 2006). The Committee begs leave to recommend that Your Honorable Body do *Pass* the proposed ordinance which was transmitted herewith on October 3, 2006 at the Committee on Special Events and Cultural Affairs meeting.

This recommendation was concurred in by all members of the Committee present, with no dissenting vote.

Respectfully submitted,

(Signed) MADELINE L. HAITHCOCK,
Chairman.

On motion of Alderman Haithcock, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The Commissioner of Buildings, the Commissioner of Streets and Sanitation, the Commissioner of Construction and Permits, the Commissioner of Transportation and the Director of Revenue are hereby directed to issue all necessary special event permits and licenses, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Bridgeport Catholic Academy (all festival participants and applicants) for Annual Family Festival, to be held September 30, 2006, on the premises known as 3700 South Lowe Avenue.

Said special event shall be held exclusively for not-for-profit and related purposes and shall not be otherwise used with a view to profit.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

AUTHORIZATION FOR ISSUANCE OF SPECIFIED LICENSES
AND PERMITS, FREE OF CHARGE, IN CONJUNCTION
WITH VARIOUS EVENTS.

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs had under consideration proposed orders for the issuance of specified licenses and permits, free of charge, in conjunction with various events (referred September 13, 2006). The Committee begs leave to recommend that Your Honorable Body do *Pass* the proposed orders which were transmitted herewith on October 3, 2006 at the Committee on Special Events and Cultural Affairs meeting.

This recommendation was concurred in by all members of the Committee present, with no dissenting vote.

Respectfully submitted,

(Signed) MADELINE L. HAITHCOCK,
Chairman.

On motion of Alderman Haithcock, the said proposed orders transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following are said orders as passed (the italic heading in each case not being a part of the order):

*Food Vendor, Itinerant Merchant Licenses
And Street Closure Permits.*

Taste Of Forrestville.

Ordered, That the Director of the City Department of Revenue issue, free of charge, the Food Vendor, Itinerant Merchant Licenses and Street Closure Permits to the participants in the Taste of Forrestville to be held at 4800 South Forrestville Avenue on August 19, 2006, from 9:00 A.M. to 9:00 P.M.

*Food Vendor License, Special Event, Street
Closure, Tent, Canopy And Related Permits.*

*Norwood Park School Educational
Foundation, Inc. Fall Fest.*

Ordered, That the Director of the Department of Revenue issue the following licenses and permits, free of charge, to Norwood Park School Educational Foundation, Inc. for their annual Fall Fest, to take place on Saturday, October 21, 2006, on the school grounds of Norwood Park School: Special Events Permit; Street Closure; Tent and Canopy Permit; Food Permit and all other permits and fees related to event.

*Norwood Park School Educational
Foundation, Inc. One-Ring Circus.*

Ordered, That the Director of the Department of Revenue issue the following licenses and permits, free of charge, to Norwood Park School Educational Foundation, Inc. for their One-Ring Circus, to take place on Sunday, September 17, 2006, on the school grounds of Norwood Park School: Special Events Permit; Street Closure; Tent and Canopy Permit; Food Permit and all other permits and fees related to event.

AUTHORIZATION FOR WAIVER OF SPECIFIED LICENSE
AND/OR PERMIT FEES IN CONJUNCTION
WITH VARIOUS EVENTS.

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs had under consideration proposed ordinances and orders for fee waivers (referred on sundry dates). The Committee begs leave to recommend that Your Honorable Body do *Pass* the proposed ordinances and orders which were transmitted herewith on October 3, 2006 at the Committee on Special Events and Cultural Affairs meeting.

This recommendation was concurred in by all members of the Committee present, with no dissenting vote.

Respectfully submitted,

(Signed) MADELINE L. HAITHCOCK,
Chairman.

On motion of Alderman Haithcock, the said proposed ordinances and orders transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schuler, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following are said ordinances and orders as passed (the italic heading in each case not being a part of the ordinance or order):

Food Vendor And Itinerant Merchant License Fees.

Third Annual Chicago Turkish Festival.

Ordered, That the Director of the Department of Business Affairs and Licensing and the Commissioner of the Department of Transportation of the City of Chicago are hereby authorized and directed to waive the Food Vendor and Itinerant Merchant License fees for the participants in the Third Annual Chicago Turkish Festival at the Daley Plaza, from Wednesday, September 13, 2006 through Saturday, September 16, 2006. This event is sponsored by the Turkish American Cultural Alliance at 3845 North Harlem Avenue.

*Food Vendor, Itinerant Merchant License
And Street Closure Permit Fees.*

Guinness Oyster Festival.

Ordered, That the Director of the Department of Revenue is hereby authorized and advised to waive the Itinerant Merchant License fees, Food Vendor License fees and

Street Closure permit fees in connection with the Guinness Oyster Festival benefiting the East Village Association. This event will take place on Saturday, September 16, 2006, from 12:00 P.M. to 11:00 P.M., on West Division Street, between North Damen Avenue and North Wood Street, organized by Chicago Special Events Management, 1960 North Clybourn Avenue.

Wicker Park Oktoberfest.

Ordered, That the Director of the Department of Revenue is hereby authorized and advised to waive the Itinerant Merchant License fees, Food Vendor License fees and Street Closure permit fees in connection with the Wicker Park Oktoberfest benefiting the A.N. Pritzker PTO. This event will take place on September 29, 2006, from 5:00 P.M. to 10:30 P.M. and on September 30, 2006, from 5:00 P.M. to 11:00 P.M. on West Schiller Street, between North Damen Avenue and North Hoyne Avenue organized by Chicago Special Events Management, 1960 North Clybourn Avenue.

*Food Vendor, Itinerant Merchant License, Carnival
And Street Closure Permit Fees.*

Festival De La Villita.

Ordered, That the Director of the Department of Revenue is hereby authorized and advised to waive the Itinerant Merchant License fees, Food Vendor License fees, Street Closure permit fees and Carnival Permit fees in connection with Festival de la Villita benefiting the Little Village Chamber of Commerce. This event will take place on September 7, 2006, from 4:00 P.M. to 11:00 P.M., September 8, 2006, from 4:00 P.M. to 11:00 P.M., September 9, 2006, from 12:00 P.M. to 11:00 P.M. and September 10, 2006, from 12:00 P.M. to 11:00 P.M. on West 26th Street, between South Kostner Avenue and South Kenton Avenue organized by Chicago Special Events Management, 1960 North Clybourn Avenue (rear building).

*Food Vendor License, Special Event, Mechanical Rides,
Street Closure And Tent Erection Permit Fees.*

Garfield Park Conservatory Annual County Fair.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Director of Revenue and the Commissioner of Transportation are hereby directed to waive Special Event, Food Vendor License, Mechanical Rides, Tent and Street Closure permit fees in conjunction with the Garfield Park Conservatory Annual County Fair sponsored by Garfield Park Conservatory to be held September 16, 2006 at 300 North Central Park Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Itinerant Merchant License Fees.

Gold Coast Art Fair.

Ordered, That the Director of the Department of Business Affairs and Licensing waive the Itinerant Merchant License fees in connection with the Gold Coast Art Fair which will take place Friday, August 5 through August 7, 2006 on North LaSalle, West Superior, West Huron, West Erie and North Wells Streets.

Indian Independence Day Festival.

Ordered, That the Director of the Department of Business Affairs and Licensing waive the Itinerant Merchant License fees in connection with the Indian Independence Day festival which will take place in Daley Plaza on Wednesday, August 16, 2006, from 10:00 A.M. to 4:00 P.M.

The Soul Of The City.

Ordered. That the Director of the Department of Business Affairs and Licensing waive the Itinerant Merchant License fees in connection with The Soul of the City special event sponsored by the Crafters and Artists Network and will take place in Daley Plaza, August 22 and 23, 2006.

57th Street Children's Book Fair.

Ordered. That the Director of the Department of Revenue of the City of Chicago is hereby authorized and directed to waive the Itinerant Merchant License fees for Noodles Etc. in the East 57th Street Children's Book Fair, to be held September 17, 2006, from 1:00 P.M. to 6:00 P.M., on East 57th Street, from South Kimbark Avenue to South Dorchester Avenue, and on South Kimbark Avenue, from East 56th Street to East 57th Street.

Mechanical Rides Permit Fee.

Saint Helen's Church Festival.

Ordered. That the Director of the Department of Revenue is hereby authorized and advised to waive the Mechanical Rides in connection with Saint Helen's Church Festival. This event is scheduled to take place at 2357 West Augusta Boulevard (West Augusta Boulevard and North Oakley Boulevard) for the periods of Thursday, September 21, 2006, 5:00 P.M. to 10:00 P.M.; Friday, September 22, 2006, 5:00 P.M. to 10:00 P.M.; Saturday, September 23, 2006, 12:00 P.M. to 10:00 P.M.; and Sunday, September 24, 2006, 12:00 P.M. to 10:00 P.M.

Special Event Building Permit Fee.

Inner City Teaching Corps Annual Fundraising Gala.

Ordered, That the Director of the City Department of Revenue is hereby authorized and directed to waive the Special Event Building Permit fee for the Inner City Teaching Corps. They will be erecting tents for their Annual Fundraising Gala on September 9, 2006.

Street Closure And Tent Erection Permit Fees.

LaSalle Bank Chicago Marathon.

Ordered, That the Director of the City Department of Revenue, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Buildings and the Commissioner of Fire waive the Tent Erection Permit fees and Street Closure Permit fees associated with the LaSalle Bank Chicago Marathon to take place in Grant Park. This event will take place on Sunday, October 22, 2006 from 6:00 A.M. until 6:00 P.M. and the street closures will be on South Columbus Drive, from East Congress Parkway to East Jackson Boulevard, and on South Columbus Drive, from East Monroe Drive to East Jackson Boulevard on Columbus Drive, from East Randolph Street to East Monroe Drive. The street closures will take place between Friday, October 20 through Sunday, October 22, 2006.

Miscellaneous Fees.

African American Market Place.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to waive any and all fees for the African American Market Place on

Saturday, September 9 and Sunday, September 10, 2006, from 10:00 A.M. to 6:00 P.M. at Mather's-More than a Cafe, 33 East 83rd.

*First United Methodist Church
Homecoming Celebration.*

Ordered, That the Director of the Department of Business Affairs and Licensing, the Commissioner of Buildings, for Directors of Construction and Permits and Special Events waive all the fees in connection with the Homecoming Celebration for the First United Methodist Church at the Chicago Temple which will take place in Daley Plaza on Sunday, September 10, 2006, from 11:00 A.M. to 2:00 P.M.

Saint Agnes Church La Villita 5K Run And Walk.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Director of the Department of Revenue and the Commissioner of Transportation of the City of Chicago are hereby authorized and directed to waive all fees for Saint Agnes Church LaVillita 5K Run and Walk, to be held on Sunday, September 10, 2006 on West 26th Street, from South Albany Avenue to South Kostner Avenue. This event is sponsored by Saint Agnes Church, 2651 South Central Park Avenue.

SECTION 2. This ordinance shall take effect upon its passage and publication.

*Loyola University Residence Hall
Grand Opening And Block Party.*

Ordered, That the Director of Special Events waive all the fees in connection with the Loyola University Residence Hall Grand Opening and Block Party which will

take place on Thursday, September 7, 2006, between the hours of 4:00 P.M. and 8:00 P.M.. The event will be held on East Pearson Street, between North State Street and North Wabash Avenue.

PERMISSION GRANTED TO MR. PAUL C. MOORE TO CLOSE
TO TRAFFIC PORTION OF NORTH BURLING STREET
FOR ANNUAL BLOCK PARTY.

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs had under consideration an order to grant permission to Paul C. Moore to close to traffic North Burling Street, from 2815 to 2932, for the purpose of an annual block party to be held on August 27, 2006 during the hours of 12:00 Noon until 8:00 P.M. in the 44th Ward (referred September 13, 2006). The Committee begs leave to recommend that Your Honorable Body do *Pass* the proposed order which was transmitted herewith on October 3, 2006 at the Committee on Special Events and Cultural Affairs meeting.

This recommendation was concurred in by all members of the Committee present, with no dissenting vote.

Respectfully submitted,

(Signed) MADELINE L. HAITHCOCK,
Chairman.

On motion of Alderman Haithcock, the said proposed order transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said order as passed:

Ordered. That the Commissioner of Transportation is hereby authorized and directed to grant permission to Paul C. Moore to close to traffic North Burling Street, from 2815 to 2932, on Saturday, August 27, 2006, from the hours of 12:00 Noon until 8:00 P.M., for the purpose of their annual block party.

PERMISSION GRANTED TO PLAZA GARIBALDI/MS. NORMA
MARTINEZ/FIRM ENTERTAINMENT, INC. FOR CONDUCT
OF MEXICAN CULTURAL FESTIVAL AT WEST 26TH
STREET AND SOUTH ROCKWELL STREET
ON SPECIFIED DATES.

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs had under consideration proposed orders to grant permission to Plaza Garibaldi/Norma Martinez/Firm Entertainment, Inc., 1106 West Lawrence Avenue, for the conduct of a Mexican Cultural Festival to take place at the California Health Park located at West 26th Street and South Rockwell Street, to be held on Sunday, August 20, 2006, Monday, September 4, 2006 and Sunday, September 10, 2006, during the hours of 12:00

P.M. until 9:00 P.M. in the 12th Ward (referred September 13, 2006). The Committee begs leave to recommend that Your Honorable Body do *Pass* the proposed orders which were transmitted herewith on October 3, 2006 at the Committee on Special Events and Cultural Affairs meeting.

This recommendation was concurred in by all members of the Committee present, with no dissenting vote.

Respectfully submitted,

(Signed) MADELINE L. HAITHCOCK,
Chairman.

On motion of Alderman Haithcock, the said proposed orders transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following are said orders as passed (the italic heading in each case not being a part of the order):

August 20, 2006.

Ordered. That the Director of the Department of Revenue is hereby authorized and directed to grant permission to the Plaza Garibaldi Rodeo/Norma Martinez/Firm Entertainment, Inc., 1106 West Lawrence Avenue, for the conduct of a Mexican Cultural Festival to be held at the California Health Park located at West 26th Street and South Rockwell Street, Sunday, August 20, 2006, from the hours of 12:00 P.M. to 9:00 P.M.

September 4, 2006.

Ordered, That the Director of the Department of Revenue is hereby authorized and directed to grant permission to the Plaza Garibaldi/Labor Day Festival/Norma Martinez/Firm Entertainment, Inc./1106 West Lawrence Avenue, for the conduct of a Mexican Cultural Festival to be held at the California Health Park located at West 26th Street and South Rockwell Street, Monday, September 4, 2006, from the hours of 12:00 P.M. to 9:00 P.M.

September 10, 2006.

Ordered, That the Director of the Department of Revenue is hereby authorized and directed to grant permission to the Plaza Garibaldi/Fiestas Patrias/Norma Martinez/Firm Entertainment, Inc./1106 West Lawrence Avenue, for the conduct of a Mexican Cultural Festival to be held at the California Health Park located at West 26th Street and South Rockwell Street, Sunday, September 10, 2006, from the hours of 12:00 P.M. to 9:00 P.M.

PERMISSION GRANTED TO SPECIFIED APPLICANTS
FOR CONDUCT OF SIDEWALK SALES.

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs had under consideration proposed orders to grant permission to specified applicants for the conduct of sidewalk sales at various locations. The Committee begs leave to recommend that

Your Honorable Body do *Pass* the proposed orders which were transmitted herewith on October 3, 2006 at the Committee on Special Events and Cultural Affairs meeting.

This recommendation was concurred in by all members of the Committee present, with no dissenting vote.

Respectfully submitted,

(Signed) MADELINE L. HAITHCOCK,
Chairman.

On motion of Alderman Haithcock, the said proposed orders transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following are said orders as passed (the italic heading in each case not being a part of the order):

Minneapolis Ragstock Company.

Ordered. That the Commissioner of Transportation is hereby authorized and directed to give permission to Minneapolis Ragstock Company to hold a sidewalk sale at 1433 -- 1435 North Milwaukee Avenue on August 26 and 27, 2006; September 9, 10, 22, 23 and 24, 2006; and October 14 and 15, 2006.

Unique So Chique.

Ordered. That the Commissioner of Transportation is hereby authorized and directed to grant permission to Unique So Chique for the conduct of a sidewalk sale on the 4600 block of North Magnolia Avenue as follows: September 30, 2006, 8:30 A.M. to 5:00 P.M. and October 7, 2006, 8:30 A.M. to 5:00 P.M.

COMMITTEE ON TRAFFIC CONTROL AND SAFETY.

ESTABLISHMENT AND AMENDMENT OF LOADING ZONES
ON PORTIONS OF SPECIFIED STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (May 24, June 28 and July 26, 2006) proposed ordinances to establish and amend loading zones on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinances submitted herewith.

This recommendation was concurred in by all members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

On motion of Alderman Natarus, the said proposed substitute ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

Establishment Of Loading Zones.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Title 9, Chapter 64, Section 160 of the Municipal Code of Chicago, the following locations are hereby designated as loading zones for the distances specified, during the hours indicated:

Ward	Location
5	South Cornell Avenue (west side) from a point 100 feet south of East 54 th Street, to a point 40 feet south thereof -- loading zone -- 6:00 A.M. to 8:00 P.M. (06-01536400);
19	South Oakley Avenue (west side) from a point 25 feet south of West 113 th Street, to a point 95 feet south thereof -- 30 minute loading zone/tow-away zone (06-00966774);

Ward	Location
42	East Washington Street (north side) from a point 50 feet west of North Wabash Avenue, to a point 50 feet west thereof -- loading zone -- 8:00 A.M. to 9:00 P.M. -- tow-away zone -- at all other times (06-01450205).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Amendment Of Loading Zone.

Be It Ordained by the City Council of the City of Chicago.

SECTION 1. Amend ordinance passed January 11, 2006 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 68123) which reads:

“North Mason Avenue (west side) from a point 20 feet south of West Belmont Avenue, to a point 25 feet south thereof -- loading zone -- 7:00 A.M. to 1:00 P.M. -- Monday through Saturday -- tow-away zone”

by striking:

“25 feet”

and inserting:

“100 feet” (30th Ward) (06-01058611).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

ESTABLISHMENT AND AMENDMENT OF PARKING
RESTRICTIONS ON PORTIONS OF
SUNDRY STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (October 1, 2003, July 27, 2005, March 29, April 26, July 26, September 13 and October 3, 2006) proposed ordinances to establish and amend parking restrictions on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinances submitted herewith.

This recommendation was concurred in by all members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

On motion of Alderman Natarus, the said proposed substitute ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

*Establishment Of Parking Prohibition At All Times.
(Except For Disabled)*

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Title 9, Chapter 64, Section 050 of the Municipal Code of the City of Chicago, the operator of a vehicle shall not park such vehicle at any time upon the following public ways, as indicated:

Ward	Location
1	At 1754 North Talman Avenue -- Disabled Parking Permit 49403;
1	At 3129 North Clybourn Avenue -- Disabled Parking Permit 49792;
2	At 2753 West Warren Boulevard -- Disabled Parking Permit 48985;
4	At 5125 South University Avenue, 2A -- Disabled Parking Permit 49354;
5	At 1510 East 71 st Place -- Disabled Parking Permit 46914;
6	At 8011 South Langley Avenue -- Disabled Parking Permit 50338;
6	At 7840 South Maryland Avenue -- Disabled Parking Permit 47646;
6	At 7618 South Michigan Avenue -- Disabled Parking Permit 45117;
6	At 7034 South Perry Avenue -- Disabled Parking Permit 50613;

Ward	Location
6	At 7611 South Prairie Avenue -- Disabled Parking Permit 50601;
6	At 8206 South St. Lawrence Avenue -- Disabled Parking Permit 50369;
6	At 8340 South Vernon Avenue -- Disabled Parking Permit 46457;
6	At 7308 South Wabash Avenue -- Disabled Parking Permit 49776;
7	At 8745 South Saginaw Avenue -- Disabled Parking Permit 49390;
8	At 7928 South Anthony Avenue -- Disabled Parking Permit 50357;
8	At 9841 South Dobson Avenue -- Disabled Parking Permit 50200;
8	At 8532 South Euclid Avenue -- Disabled Parking Permit 50201;
8	At 9241 South Euclid Avenue -- Disabled Parking Permit 47125;
8	At 7803 South Kimbark Avenue -- Disabled Parking Permit 50194;
8	At 7845 South Kimbark Avenue -- Disabled Parking Permit 50212;
8	At 8834 South Luella Avenue -- Disabled Parking Permit 49285;
8	At 8349 South Merrill Avenue -- Disabled Parking Permit 50203;
9	At 9352 South Eberhart Avenue -- Disabled Parking Permit 48362;
9	At 9902 South LaSalle Street -- Disabled Parking Permit 50376;

Ward	Location
9	At 9906 South LaSalle Street -- Disabled Parking Permit 50375;
9	At 12144 South LaSalle Street -- Disabled Parking Permit 49650;
9	At 12430 South LaSalle Street -- Disabled Parking Permit 48605;
9	At 79 East 101 st Street -- Disabled Parking Permit 49638;
10	At 10249 South Avenue J -- Disabled Parking Permit 49195;
10	At 10630 South Avenue L -- Disabled Parking Permit 47050;
10	At 8912 South Mackinaw Avenue -- Disabled Parking Permit 49206;
10	At 9822 South Marquette Road -- Disabled Parking Permit 49188;
11	At 3517 South Wood Street -- Disabled Parking Permit 49983;
12	At 4424 South Talman Avenue -- Disabled Parking Permit 49011;
12	At 3312 West 38 th Place -- Disabled Parking Permit 50406;
12	At 4729 South Rockwell Street -- Disabled Parking Permit 50293;
13	At 6737 South Keeler Avenue -- Disabled Parking Permit 49745;
13	At 5641 South Kenneth Avenue -- Disabled Parking Permit 48714;
13	At 6442 South Lorel Avenue -- Disabled Parking Permit 50543;

Ward	Location
13	At 3913 West 57 th Place -- Disabled Parking Permit 49752;
13	At 3628 West 69 th Street -- Disabled Parking Permit 50575;
13	At 3725 West 61 st Place -- Disabled Parking Permit 43471;
13	At 3746 West 62 nd Place -- Disabled Parking Permit 49731;
13	At 5735 West 63 rd Place -- Disabled Parking Permit 47836;
14	At 4111 South Albany Avenue -- Disabled Parking Permit 48790;
14	At 4930 South Maplewood Avenue -- Disabled Parking Permit 50697;
14	At 4544 South Troy Street -- Disabled Parking Permit 48794;
14	At 5246 South Trumbull Avenue -- Disabled Parking Permit 50899;
15	At 6448 South Artesian Avenue -- Disabled Parking Permit 50327;
15	At 6412 South Campbell Avenue -- Disabled Parking Permit 49924;
15	At 6745 South Chappel Avenue -- Disabled Parking Permit 45137;
15	At 6056 South Honore Street -- Disabled Parking Permit 42969;
15	At 6236 South Richmond Street -- Disabled Parking Permit 50071;
15	At 6529 South Rockwell Street -- Disabled Parking Permit 45751;

Ward	Location
15	At 5717 South Seeley Avenue -- Disabled Parking Permit 50368;
15	At 6406 South Talman Avenue -- Disabled Parking Permit 49927;
15	At 6022 South Washtenaw Avenue -- Disabled Parking Permit 49913;
15	At 6123 South Wolcott Avenue -- Disabled Parking Permit 48735;
16	At 6338 South Elizabeth Street -- Disabled Parking Permit 48941;
16	At 5653 South Justine Street -- Disabled Parking Permit 48942;
16	At 6325 South Justine Street -- Disabled Parking Permit 48940;
17	At 6841 South Ada Street -- Disabled Parking Permit 46875;
17	At 7817 South Green Street -- Disabled Parking Permit 46874;
17	At 7821 South Hermitage Avenue -- Disabled Parking Permit 47902;
17	At 6955 South Oakley Avenue -- Disabled Parking Permit 47895;
17	At 8017 South Stewart Avenue, Unit A -- Disabled Parking Permit 50335;
17	At 7318 South Winchester Avenue -- Disabled Parking Permit 50904;
17	At 1516 West 72 nd Street -- Disabled Parking Permit 47889;
19	At 10522 South Claremont Avenue -- Disabled Parking Permit 50115;

Ward	Location
21	At 8029 South Aberdeen Street (signs installed at 8027 South Aberdeen Street) -- Disabled Parking Permit 50367;
21	At 9137 South Aberdeen Street -- Disabled Parking Permit 50436;
21	At 8246 South Justine Street -- Disabled Parking Permit 45919;
21	At 9304 South Laflin Street -- Disabled Parking Permit 50435;
21	At 9611 South Racine Avenue -- Disabled Parking Permit 50438;
22	At 2254 South Kildare Avenue -- Disabled Parking Permit 48011;
23	At 5023 South Kilbourn Avenue -- Disabled Parking Permit 50536;
23	At 4947 South Lamon Avenue -- Disabled Parking Permit 49880;
23	At 5142 South Lawler Avenue -- Disabled Parking Permit 48513;
23	At 5456 South Lotus Avenue -- Disabled Parking Permit 50529;
23	At 5526 South Massasoit Avenue -- Disabled Parking Permit 49868;
23	At 5701 South McVicker Avenue -- Disabled Parking Permit 49871;
23	At 6031 South Mobile Avenue -- Disabled Parking Permit 49872;
23	At 5719 South Menard Avenue -- Disabled Parking Permit 49861;

Ward	Location
23	At 6022 South Natoma Avenue -- Disabled Parking Permit 49878;
23	At 5137 South New England Avenue -- Disabled Parking Permit 49862;
23	At 5123 South Oak Park Avenue -- Disabled Parking Permit 50535;
23	At 5335 South Sayre Avenue -- Disabled Parking Permit 50533;
24	At 1620 South Christiana Avenue -- Disabled Parking Permit 48398;
24	At 4225 West 21 st Place -- Disabled Parking Permit 47735;
24	At 4144 West Grenshaw Street -- Disabled Parking Permit 50172;
25	At 2345 West 24 th Street -- Disabled Parking Permit 48562;
25	At 1738 West 21 st Place -- Disabled Parking Permit 49539;
25	At 2037 West 21 st Street -- Disabled Parking Permit 48558;
25	At 2321 South Oakley Avenue -- Disabled Parking Permit 49522;
26	At 3567 West Belden Avenue -- Disabled Parking Permit 52740;
27	At 605 North Troy Street -- Disabled Parking Permit 48400;
27	At 523 North Sawyer Avenue -- Disabled Parking Permit 45621;
27	At 732 North Spaulding Avenue -- Disabled Parking Permit 42725;

Ward	Location
28	At 4661 West Fulton Street -- Disabled Parking Permit 50037;
29	At 2216 North Mobile Avenue -- Disabled Parking Permit 48077;
29	At 1640 North Meade Avenue -- Disabled Parking Permit 48065;
29	At 5518 West Congress Parkway -- Disabled Parking Permit 48081;
31	At 5340 West Altgeld Street -- Disabled Parking Permit 48598;
31	At 2236 North Kedvale Avenue -- Disabled Parking Permit 48579;
31	At 2225 North Kilpatrick Avenue -- Disabled Parking Permit 49997;
31	At 1948 North Kilbourn Avenue -- Disabled Parking Permit 50277;
32	At 949 North Leavitt Street -- Disabled Parking Permit 50903;
33	At 4259 North Monticello Avenue -- Disabled Parking Permit 48189;
34	At 11366 South May Street -- Disabled Parking Permit 47936;
34	At 11645 South Yale Avenue -- Disabled Parking Permit 50326;
36	At 6020 West Barry Avenue -- Disabled Parking Permit 50316;
36	At 2515 North Rutherford Avenue -- Disabled Parking Permit 50827;
36	At 3427 North Odell Avenue -- Disabled Parking Permit 50823;

Ward	Location
36	At 3717 North Nordica Avenue -- Disabled Parking Permit 50831;
36	At 3843 North Osceola Avenue -- Disabled Parking Permit 49699;
36	At 6212 West Melrose Street -- Disabled Parking Permit 50838;
39	At 6340 North Karlov Avenue -- Disabled Parking Permit 50453;
39	At 5439 North Bernard Street -- Disabled Parking Permit 46761;
39	At 5137 North Tripp Avenue -- Disabled Parking Permit 49410;
40	At 1225 West Loyola Avenue -- Disabled Parking Permit 50228;
40	At 5850 North Fairfield Avenue -- Disabled Parking Permit 50324;
42	At 1230 North State Parkway, Unit 6A (install signs on East Scott Street) -- Disabled Parking Permit 49835;
43	At 1529 North Hudson Avenue -- Disabled Parking Permit 50348;
43	At 2712 North Mildred Avenue -- Disabled Parking Permit 52599;
45	At 5436 North Moody Avenue -- Disabled Parking Permit 50085;
45	At 4605 North Kostner Avenue -- Disabled Parking Permit 50322;
47	At 4520 North Hermitage Avenue -- Disabled Parking Permit 48457;

Ward	Location
47	At 3632 North Oakley Avenue -- Disabled Parking Permit 48443;
47	At 2125 West Bradley Place -- Disabled Parking Permit 48458;
47	At 4219 North Paulina Street -- Disabled Parking Permit 48449;
47	At 3928 North Seeley Avenue -- Disabled Parking Permit 48444;
47	At 4515 North Artesian Avenue -- Disabled Parking Permit 48455;
47	At 4450 North Campbell Avenue -- Disabled Parking Permit 48447;
50	At 6311 North Artesian Avenue -- Disabled Parking Permit 47269;
50	At 6725 North Seeley Avenue, Unit 2N -- Disabled Parking Permit 47386.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

*Removal Of Parking Prohibition At All Times.
(Except For Disabled)*

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Removal of Disabled Parking Permit 46715 for 2829 North Rockwell Street (1st Ward).

SECTION 2. Removal of Disabled Parking Permit 3145 for 2637 West Cortez Street (1st Ward).

SECTION 3. Removal of Disabled Parking Permit 40255 for 8017 -- 8019 South Prairie Avenue (6th Ward).

SECTION 4. Removal of Disabled Parking Permit 27337 for 8635 South Drexel Avenue (8th Ward).

SECTION 5. Removal of Disabled Parking Permit 479 for 11033 South Avenue J (10th Ward).

SECTION 6. Removal of Disabled Parking Permit 14989 for 10627 South Avenue B (10th Ward).

SECTION 7. Removal of Disabled Parking Permit 5494 for 2706 South Lowe Avenue (11th Ward).

SECTION 8. Removal of Disabled Parking Permit 39174 for 4439 South Talman Avenue (12th Ward).

SECTION 9. Removal of Disabled Parking Permit 34245 for 3920 West 70th Place (13th Ward).

SECTION 10. Removal of Disabled Parking Permit 12506 for 6250 West 64th Place (13th Ward).

SECTION 11. Removal of Disabled Parking Permit 46258 for 6205 South Mason Avenue (13th Ward).

SECTION 12. Removal of Disabled Parking Permit 36554 for 6107 South Mason Avenue (13th Ward).

SECTION 13. Removal of Disabled Parking Permit 19063 for 6115 South Kolmar Avenue (13th Ward).

SECTION 14. Removal of Disabled Parking Permit 41329 for 5434 South Spaulding Avenue (14th Ward).

SECTION 15. Removal of Disabled Parking Permit 41755 for 5245 West Altgeld Street (31st Ward).

SECTION 16. Removal of Disabled Parking Permit 6666 for 4734 West Palmer Street (Keating Avenue side) (31st Ward).

SECTION 17. Removal of Disabled Parking Permit 5633 for 4616 West Shakespeare Avenue (31st Ward).

SECTION 18. Removal of Disabled Parking Permit 34472 for 1238 West Oakdale Avenue (32nd Ward).

SECTION 19. This ordinance shall take effect and be in force hereinafter its passage and publication.

Establishment Of Parking Limitation.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Title 9, Chapter 64, Section 080 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle upon the following public ways in the areas indicated during the hours specified:

Ward	Location
10	South Brandon Avenue (west side) from a point 30 feet north of South Brainard Avenue, to a point 65 feet north thereof -- 2 hour parking -- 8:00 A.M. to 8:00 P.M. -- Monday through Saturday -- tow-away zone and South Brainard Avenue, from a point 20 feet north of South Brandon Avenue, to a point 135 feet north thereof -- 2 hour parking -- 8:00 A.M. to 8:00 P.M. -- Monday through Saturday -- tow-away zone (06-00793861).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Establishment Of Residential Permit Parking Zones.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Title 9, Chapter 64, Section 090 of the Municipal Code of Chicago, portions of the below named streets are hereby designated as residential permit parking zones for the following locations:

Ward	Location
2	West 16 th Street (south side) between South Michigan Avenue to South Indiana Avenue -- at all times, extension to Zone 599;
12	3800 block of South Campbell Avenue -- at all times (Zone 1304);
32	Include 2000 block of West St. Paul Avenue; 2000 block of West Willow Street; 2100 block of North Wilmot Avenue -- 6:00 P.M. to 9:30 A.M. -- all days -- buffer zone to residential parking permit Zone 1197;
36	4000 block of North Pontiac Avenue (both sides) from West Irving Park Road to West Belle Plaine Avenue -- at all times (Zone 1305);
36	6900 block of West Wolfram Street (both sides) at all times (Zone 1306);
42	900 block of North LaSalle Street (east side) -- at all times, except during rush hour (Zone 1307).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Amendment Of Residential Permit Parking Zones.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Amend residential permit Zone 345 on the west side of South Kolin Avenue between West 59th Street and the first alley south

by striking:

“Zone 345”

and inserting:

“Zone 452” (13th Ward).

SECTION 2. Amend residential permit Zone 1098

by striking:

“at all times”

and inserting:

“7:00 A.M. to 3:00 P.M. -- Monday through Friday (south side) no parking -- at all times except for Disabled Parking Permit 1098 for 1300 West Hubbard Street (both sides)” (27th Ward).

SECTION 3. Amend residential permit Zone 143

by striking:

“6:00 P.M. to 12:00 Midnight -- all days”

and inserting:

“6:00 P.M. to 9:30 A.M. -- all days for 1864 -- 1899 North Poe Street, between North Kenmore Avenue and a dead end” (32nd Ward).

SECTION 4. Amend residential permit Zone 1197

by striking:

“at all times”

and inserting:

“6:00 P.M. to 9:30 A.M. -- Sunday through Friday for 1700 block of North Hoyne Avenue (both sides) between West Wabansia Avenue and West Bloomingdale Avenue (1701 -- 1721 and 1700 -- 1722 blocks of North Hoyne Avenue” (32nd Ward).

SECTION 5. Amend residential permit Zone 1209

by striking:

“Zone 1209”

and inserting:

“Zone 1286 for the 7100 block of West School Street from the alley east of North Harlem Avenue to the first alley west of North Nottingham Avenue” (36th Ward).

SECTION 6. This ordinance shall take effect and be in force hereinafter its passage and publication.

ESTABLISHMENT OF SPEED LIMITATION ON
PORTIONS OF SPECIFIED STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (July 26, 2006) proposed orders to establish speed limitations, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

This recommendation was concurred in by all members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

On motion of Alderman Natarus, the said proposed substitute ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Title 9, Chapter 64, Section 070 of the Municipal Code of Chicago, it shall be unlawful for the operator of any vehicle to operate such vehicle at a greater speed than is indicated upon the streets or other public ways designated within the limits specified:

Ward	Location
45	North Marmora Avenue, from West Higgins to West Carmen Avenue -- 25 miles per hour (06-01543996);
45	North Marmora Avenue, from West Foster Avenue to West Carmen Avenue -- 25 miles per hour (06-01544017).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

ESTABLISHMENT AND REPEAL OF TRAFFIC LANE
TOW-AWAY ZONES ON PORTIONS OF
SPECIFIED STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, October 4, 2006.

To the President and members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (March 29, April 26, June 28 and July 26, 2006) ordinances to establish and amend traffic lane tow-away zones on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinances submitted herewith.

This recommendation was concurred in by all members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

On motion of Alderman Natarus, the said proposed substitute ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schuler, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

Establishment Of Traffic Lane Tow-Away Zones.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Title 9, Chapter 64 of the Municipal Code of Chicago, the following locations are hereby designated as traffic lane tow-away zones, between the limits and during the times specified, standing or parking of any vehicle shall be considered a definite hazard to the normal movement of traffic:

Ward	Location
2	South Canal Street (east side) from a point 20 feet north of West Roosevelt Road, to a point 75 feet north thereof -- 15 minute standing zone with flashing lights -- tow-away zone after 15 minutes (06-00598807);
2	West Madison Street (south side) from a point 82 feet west of South Aberdeen Street, to a point 40 feet west thereof -- 15 minute standing zone -- vehicles must have lights flashing -- tow-away zone after 15 minutes (06-01245458);
39	West Lawrence Avenue (north side) from a point 20 feet west of North Kentucky Avenue, to a point 25 feet west thereof -- 15 minute standing zone -- unattended vehicles must have lights flashing -- tow-away zone after 15 minutes -- 7:00 A.M. to 10:00 P.M. -- Monday through Saturday (06-00812156);
40	North Broadway (west side) from a point 144 feet north of West Rosemont Avenue, to a point 38 feet north thereof -- 15 minute standing zone -- use flashing lights -- 10:00 A.M. to 6:30 P.M. -- tow-away zone (06-01449611);

Ward	Location
42	North Kingsbury Street (east side) from a point 83 feet north of West Superior Street, to a point 49 feet north thereof -- tow-away zone -- at all times (06-01543365);
42	West Erie Street (south side) from a point 74 feet east of North Kingsbury Street, to a point 36 feet east thereof -- tow-away zone -- at all times (06-01544540);
42	North Clark Street (east side) from a point 20 feet south of West Germania Place, to a point 136 feet south thereof -- 15 minute standing zone -- use flashing lights -- 7:00 A.M. to 4:00 P.M. and 6:30 P.M. to 10:00 P.M. -- Monday through Friday -- 7:00 A.M. to 10:00 P.M. -- Saturday and Sunday -- tow-away zone (06-01450281);
45	North Lavergne Avenue (both sides) from West Irving Park Road to the first alley north thereof -- tow-away zone -- at all times (06-01543914).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Amendment Of Traffic Lane Tow-Away Zone.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Repeal ordinance passed December 15, 1999 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 21607) which reads:

"North Clark Street (east side) from a point 10 feet south of West Germania Place, to a point 25 feet south thereof -- 15 minute standing zone -- use flashing lights -- 9:00 A.M. to 7:00 P.M."

by striking the above (42nd Ward) (06-01450281).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

AUTHORIZATION FOR ERECTION OF TRAFFIC WARNING
SIGNS ON PORTIONS OF SUNDRY STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (March 29, April 26, May 24, June 28 and July 26, 2006) proposed ordinance and order to erect traffic warning signs, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance and order submitted herewith.

This recommendation was concurred in by all members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

On motion of Alderman Natarus, the said proposed substitute ordinance and order transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following are said ordinance and order as passed (the italic heading in each case not being a part of the ordinance or order):

Establishment Of Traffic Warning Signs.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to erect traffic warning signs on the following streets of the types specified:

Ward	Location
1	"All-Way Stop" sign, at North Artesian Avenue and West Wabansia Avenue (06-01535891);
1	"All-Way Stop" sign, at North Talman Avenue and West Wabansia Avenue (06-01535864);
3	"All-Way Stop" sign, at South Prairie Avenue and East 54 th Street (06-01536308);
3	"All-Way Stop" sign, at South Calumet Avenue and East 54 th Street (06-01536280);
5	"All-Way Stop" sign, at South Kimbark Avenue and East 70 th Street (06-00962809);

Ward	Location
7	"All-Way Stop" sign, at South Marquette Avenue and East 84 th Street (06-00794130);
7	"All-Way Stop" sign, at South Manistee Avenue and East 81 st Street (06-00599503);
7	"All-Way Stop" sign, at South Yates Avenue and East 90 th Street (06-01536808);
7	"All-Way Stop" sign, at South Colfax Avenue and East 85 th Street (06-01536569);
7	"All-Way Stop" sign, at South Luella Avenue and East 91 st Street (06-01536890);
7	"All-Way Stop" sign, at South Oglesby Avenue and East 91 st Street (06-01536869);
7	"All-Way Stop" sign, at South Manistee Avenue and East 82 nd Street (06-01536641);
7	"All-Way Stop" sign, at South Essex Avenue and East 85 th Street (06-01536684);
7	"All-Way Stop" sign, at South Essex Avenue and East 91 st Street (06-0153684);
8	"All-Way Stop" sign, at South Euclid Avenue and East 88 th Street (06-01536915);
11	"All-Way Stop" sign, at South Throop Street and West 33 rd Street (06-01541677);

Ward	Location
12	"All-Way Stop" sign, at South Paulina Street and West 45 th Street (06-01541759)
24	"Two-Way Stop" sign, stopping South Kenneth Avenue for West 15 th Street (06-01047463)
24	"Stop" sign, at West 13 th Street for South Albany Avenue (06-01216324);
35	"All-Way Stop" sign, at North Troy Street and West George Street (06-01449329);
43	"All-Way Stop" sign, at North Mohawk Street and West Eugenie Street (06-01451820);
43	"All-Way Stop" sign, at North Geneva Terrace and West Grant Place (06-01451946).

Installation Of "Close To Traffic" Sign.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Commissioner of Transportation is hereby authorized and directed to install "Close to Traffic" sign at the below listed location:

Ward	Location
41	North Rutherford Avenue (5200 block) from West Foster Avenue to West Berwyn Avenue -- close to traffic -- 8:30 A.M. to 9:00 A.M. and from 2:30 P.M. to 3:15 P.M. -- on all schools days for 2006 -- 2007 school year. Provided provisions of Section 9-12-040 of the City Traffic Code are fully complied with and provided school is responsible for traffic control devices (06-01544232).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

*Failed To Pass -- VARIOUS TRAFFIC REGULATIONS,
TRAFFIC SIGNS, ET CETERA.*

(Adverse Committee Recommendations)

The Committee on Traffic Control and Safety submitted a report recommending that the City Council do not pass sundry proposed ordinances and proposed orders (transmitted with the committee report) relating to traffic regulations, traffic signs, et cetera.

Alderman Natarus moved to *Concur In* the committee's recommendation. The question in reference to each proposed ordinance or proposed order thereupon became: "*Shall the proposed ordinances or proposed orders pass, notwithstanding the committee's adverse recommendation?*" and the several questions being so put, each of the said proposed ordinances and proposed orders *Failed to Pass* by yeas and nays as follows:

Yeas -- None.

Nays -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 47.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The committee report listing said ordinances and orders which failed to pass reads as follows:

CHICAGO, October 4, 2006.

To The President and Members of the City Council:

Your Committee on Traffic Control and Safety begs leave to recommend that Your Honorable Body *Do Not Pass* the sundry proposed ordinances and orders submitted herewith, which were referred (July 27, 2005 and March 1, April 26, May 24, June 28 and July 26, 2006) concerning traffic regulations and traffic signs, et cetera, as follows:

Parking Limited:

Ward	Location
19	9455 South Hoyne Avenue (extension of existing parking limited on the east side of South Hoyne Avenue) 1 hour -- at all times -- all days. Request withdrawn (06-00966832).

Loading Zones:

Ward	Location
10	2938 East 89 th Street (in front of main entrance). This location falls within a bus stop (06-00793785);
42	257 East Delaware Place -- 15 minute loading zone -- unattended vehicles must have lights flashing -- tow-away zone after 15 minutes -- at all times. Request withdrawn by requestor (06-01450074).

Miscellaneous Signs:

Ward	Location And Type Of Signs
21	1411 West 87 th Street -- "No Peddling" signs. No City Council action necessary. Requested signs will be posted (06-01541998);

Ward	Location And Type Of Signs
26	3228 West Palmer Street (Boys and Girls Club) -- "Children Crossing" signs. No City Council action necessary for warning signs. Requested signs will be posted (06-01542124)
26	Northwest corner of West Le Moyne Street and North Fairfield Avenue -- "Children Playing" signs. No City Council action necessary for warning signs. Requested signs will be posted (06-01542103);
26	On the southwest corner of the alley south of the 3200 block of West Bloomingdale Avenue and North Kedzie Avenue (signs should be placed facing Bloomingdale Avenue) -- "Children Playing" signs. No City Council action necessary for warning signs. Requested signs will be posted (06-01542437);
26	3200 West Palmer Street (Darwin School) -- "Safe School Zone" signs. No City Council action necessary for warning signs. Requested signs will be posted (06-01542437);
26	Northwest corner of the alley north of West Division Street and North Maplewood Avenue -- "Do Not Enter" signs. No City Council action necessary for warning signs. Requested signs will be posted (06-01542414);
26	Facing south on the northeast corner of West Division Street and North Maplewood Avenue -- "One-Way" sign. No City Council action necessary for warning signs. Requested signs will be posted (06-01542320).

Industrial Permit Parking Zones:

Ward	Location
47	North Ravenswood Avenue (both sides) from 4100 to 4199 (east roadway) only from West Irving Park Road to West Berteau Avenue -- 8:00 A.M. to 10:00 A.M. -- Monday through Friday. Incorrect location.

Residential Permit Parking Zones:

Ward	Location
20	6500 block of South Vernon Avenue -- at all times -- all days. Does not meet parking study;
20	6700 block of South Michigan Avenue (west side) between East 67 th Street and East 68 th Street -- 8:00 A.M. to 4:30 P.M. -- Monday through Friday (Zone 1290). Request withdrawn;
26	1900 block of North St. Louis Avenue (west side). Does not meet parking study -- must be both sides -- one consecutive block;
26	1200 block of North Maplewood Avenue (both sides) 6:00 P.M. to 6:00 A.M. -- all days. Does not meet parking study;
28	5000 block of West West End Avenue, between North Leclaire Avenue and North Lavergne Avenue -- at all times -- all days. Does not meet parking study;

Ward	Location
28	2100 block of South Fairfield Avenue, between 2100 and 2143 -- at all times -- all days. Does not meet parking study;
28	100 block of North Laporte Street, between West West End Avenue and West Maypole Avenue at -- all times -- all days. Does not meet parking study;
28	100 block of North Long Avenue (both sides) at all times -- all days. Does not meet parking study.

Tow-Away Zones:

Ward	Location
42	653 North Kingsbury Street (in place of parking meters) at all times (public benefit). No City Council action necessary for alley clearance signs. Signs will be posted under existing Title 9 ordinance (06-01543384);

Traffic Warning Signs And/Or Signals:

Ward	Location
7	"Stop" signs, stopping north- and southbound traffic on South Yates Avenue at East 90 th Street. Duplicate proposal. Previously recommended on a proposal dated March 29, 2006 (06-01536601);

Ward	Location
7	"Stop" signs, stopping westbound traffic on East 81 st Street at South Manistee Avenue. Duplicate proposal. Previously recommended on a proposal dated March 29, 2006 (06-01536601);
7	"Stop" signs, stopping westbound traffic on East 91 st Street at South Paxton Avenue. Duplicate proposal. Previously passed October 15, 1987 (<i>Journal of the Proceedings of the City Council of the City of Chicago</i> , page 5254) (06-01536908);
7	"Stop" signs, stopping westbound traffic on East 85 th Street at South Kingston Avenue. Duplicate proposal. Previously passed on June 14, 2003 (<i>Journal of the Proceedings of the City Council of the City of Chicago</i> , page 2523) (06-01536782);
8	"Two-Way Stop" signs, stopping east- and westbound traffic on East 75 th Street at the intersection of South Constance Avenue. East 75 th Street is an arterial street. An engineering study indicates "All-Way Stop" signs are not warranted (06-00428291);
32	"Stop" signs, stopping northbound traffic on North Hermitage Avenue at West Wellington Avenue. Previously passed on January 11, 2006 (<i>Journal of the Proceedings of the City Council of the City of Chicago</i> , page 68156) (05-01764443 and 05-01309548);

Ward	Location
43	"Stop" signs, West Armitage Avenue at North Bissel Street. West Armitage Avenue is a federal aid route. "Stop" signs are not warranted. Non-warranted "Stop" signs on a federal aid route could increase accidents and jeopardize federal funding for street improvements (06-01451525);
43	"Stop" signs, West Armitage Avenue at North Cleveland Avenue. West Armitage Avenue is a federal aid route. "Stop" signs on a federal aid route could increase accidents and jeopardize federal funding for street improvements (06-01451981).

Amend Single Directions:

Ward	Location
10	Amend single direction northerly on South Avenue B, between East 106 th Street and East 107 th Street. Duplicate. Previously passed on August 30, 2006 (<i>Journal of the Proceedings of the City Council of the City of Chicago</i> , page 39813).

Amend Tow-Away Zones:

Ward	Location
10	Removal of "Tow-Away Zone" signs on the north side of East 93 rd Street, from South Houston Avenue west to the alley. No City council action necessary for removal of signs (06-00793483).

These *Do Not Pass* recommendations were concurred in by all members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

**COMMITTEE ON TRANSPORTATION
AND PUBLIC WAY.**

REAPPOINTMENT OF MS. CAROLE L. BROWN AS
MEMBER OF CHICAGO TRANSIT AUTHORITY.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, October 3, 2006.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Approve* the reappointment of Carole L. Brown as a member of the Chicago Transit Authority to a term effective immediately and expiring September 1, 2013. This reappointment was referred to the Committee on September 13, 2006.

This recommendation was concurred in unanimously by a viva voce vote of the members of the Committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS R. ALLEN,
Chairman.

On motion of Alderman Allen, the committee's recommendation was *Concurred In* and the said proposed reappointment of Ms. Carole L. Brown as a member of the Chicago Transit Authority was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schuler, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

APPOINTMENT OF MR. JAMES BUCHANAN AS MEMBER
OF ILLINOIS INTERNATIONAL PORT DISTRICT BOARD.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, October 3, 2006.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Approve* the appointment of James Buchanan as a member of the Illinois International Port District Board to a term effective immediately and expiring June 1, 2010 to succeed Bernard J. Spatz, whose term has expired. This appointment was referred to the Committee on September 13, 2006.

This recommendation was concurred in unanimously by a viva voce vote of the members of the Committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS R. ALLEN,
Chairman.

On motion of Alderman Allen, the committee's recommendation was *Concurred In* and the said proposed appointment of Mr. James Buchanan as a member of the Illinois International Port District Board was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

AUTHORIZATION FOR EXECUTION OF INTERGOVERNMENTAL
AGREEMENT WITH CHICAGO TRANSIT AUTHORITY FOR
SHARED ACCESS TO FIBER OPTIC CABLE SYSTEMS.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, October 3, 2006.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass*, at the request of the Executive Director of Emergency Management and Communications, an ordinance authorizing the execution of an intergovernmental agreement with the Chicago Transit Authority regarding access to fiber optic networks. This ordinance was referred to the Committee on September 13, 2006.

This recommendation was concurred in unanimously by a viva voce vote of the members of the Committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS R. ALLEN,
Chairman.

On motion of Alderman Allen, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a home rule municipality as described in Section 6(a), Article VII of the 1970 Constitution of the State of Illinois and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City, through its Office of Emergency Management and Communications ("O.E.M.C.") desires to enter into an intergovernmental agreement (the "Agreement") with the Chicago Transit Authority (the "C.T.A.") concerning access by the City to surplus dark fibers within the C.T.A.'s fiber optic cable systems in support of the City's governmental purposes such as security monitoring, traffic control and law enforcement, and access by the C.T.A. to surplus dark fibers within the City's fiber optic cable systems in support of the C.T.A.'s governmental purposes; and

WHEREAS, The C.T.A. desires to enter into the Agreement with the City; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Recitals. The above recitals are incorporated by reference as if fully set forth herein.

SECTION 2. Authority. Subject to the approval of the Corporation Counsel, the Executive Director of the O.E.M.C. (the "Executive Director") or a designee of the Executive Director are each hereby authorized to execute and deliver the Agreement in substantially the form attached hereto as Exhibit A, with such changes, deletions and insertions thereto as the Executive Director or the Executive Director's designee shall approve (execution of the Agreement by the Executive Director or the

Executive Director's designee constituting conclusive evidence of such approval), and to enter into and execute all such other agreements and instruments, and to perform any and all acts as shall be necessary or advisable in connection with implementation of the Agreement.

SECTION 3. Invalidation Of Any Section. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, then the invalidity or unenforceability of such provision will not affect any of the remaining provisions of this ordinance.

SECTION 4. Superseder. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 5. Effective Date. This ordinance shall be in full force and effect immediately upon its passage and approval.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".
(To Ordinance)

Intergovernmental Agreement

By And Between

*The City Of Chicago
By And Through Its
Office Of Emergency Management
And Communications*

And

The Chicago Transit Authority.

This intergovernmental agreement (the "Agreement") dated as of _____, 2006 (the "Effective Date") by and between the City of Chicago (the "City"), through its Office of Emergency Management and Communications ("O.E.M.C."), and the Chicago Transit Authority, a municipal corporation (the "C.T.A."), (The City and the C.T.A. are sometimes referred to individually as a "Party" or collectively as the "Parties").

Recitals.

Whereas, The C.T.A. has installed or plans to install fiber optic cable with a substantial number of optical fibers along many of its transit routes; and

Whereas, Such installations may include more dark fibers than are needed for C.T.A. uses; and

Whereas, The City has requested access to such surplus dark fibers in furtherance of its governmental purposes such as security monitoring, traffic control and law enforcement; and

Whereas, C.T.A. is willing to provide the City with access to surplus dark fibers pursuant to the terms of this Agreement; and

Whereas, The O.E.M.C. has installed or plans to install fiber optic cable with a substantial number of optical fibers throughout the City; and

Whereas, Such installations may include more dark fibers than are needed for City uses; and

Whereas, The City is willing to provide the C.T.A. with access to surplus dark fibers pursuant to the terms of this Agreement; and

Whereas, Both the City and C.T.A. operate and maintain extensive surveillance camera systems; and

Whereas, It would benefit both the City and C.T.A. to share access to the video images from these cameras; and

Whereas, The City and C.T.A. are willing to provide access to the video images from their respective cameras subject to the terms of this Agreement;

Now, Therefore, In consideration of the foregoing premises and the mutual covenants stated below, the Parties agree as follows:

Section One.

*Incorporation Of Recitals, Interpretation
And Definitions.*

1.01 Incorporation Of Recitals.

The recitals stated above are incorporated in the Agreement by reference and made a part of the Agreement.

1.02 Interpretation.

(a) The term "include" (in all its forms) means "include, without limitation" unless stated otherwise.

(b) All references in this Agreement to articles, sections, exhibits, schedules or attachments are to the articles, sections, exhibits, schedules or attachments of this Agreement unless stated otherwise.

(c) Words referring to persons ("Person(s)") include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.

(d) Any headings set forth herein and any table of contents are solely for convenience of reference and do not affect the meaning, construction or effect of this Agreement.

(e) Words importing the singular include the plural and vice versa. Words of the masculine or feminine gender include the correlative words of the other (and neuter) genders.

(f) All references to a number of days means calendar days, unless stated otherwise.

(g) Notwithstanding anything in this Agreement to the contrary, all references to a statute or law are considered to be reference to: (i) statutes or laws in effect within the United States of America; (ii) the statute or law as it may be amended from time to time; (iii) all regulations, rules pertaining to or promulgated to the statute or law, and all orders related thereto having force of law; and (iv) future statutes, laws, regulations, rules and executive orders pertaining to the same or similar subject matter.

(h) The recitals and the exhibits, schedules and attachments to this Agreement shall be deemed to be a part of this Agreement and are incorporated by reference herein.

(i) The words "herein", "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular article, section or subdivision.

(j) The word "shall" means "has a duty to".

1.03 Definitions.

(a) City Fiber: means the non-ComEd dark fibers, RCN dark fibers, O.E.M.C. dark fibers and all other dark fibers the City has available to it now and in the future, with the exception of the C.T.A. Fiber.

- (b) C.T.A. Fiber: means the dark fiber described in (Sub)Exhibit A.
- (c) Police Department Cameras: These are cameras funded and/or operated by the Chicago Police Department for violence disruption or narcotics enforcement.
- (d) O.E.M.C. Cameras: These are cameras funded or operated by the O.E.M.C.. These include homeland security cameras and violence reduction cameras. These cameras can be divided into two (2) subcategories: (1) O.E.M.C. cameras that routinely image C.T.A. facilities and (2) O.E.M.C. cameras that do not routinely image C.T.A. facilities.
- (e) City Traffic Cameras: These are cameras funded or operated by the Chicago Department of Transportation or the O.E.M.C., primarily for the purpose of monitoring roadway traffic.
- (f) C.T.A. Network Cameras: the C.T.A. cameras connected to the C.T.A. control center.
- (g) Fiber: means dark fiber optic filament or functionally equivalent or replacement technology.
- (h) Fiber Optic Patch Panel: a device consisting of sockets used to connect incoming and outgoing fiber optic strands.
- (i) Limited Live Access: This would be access to cameras for live feed from the other Party's cameras upon oral request to the designated representative of the other Party. The grant of access would be for a particular purpose and for a limited duration. Permission may be denied for law enforcement or homeland security reasons.
- (j) Live Access: This would be access to cameras for live feed from the other Party's cameras. This access would be available absent a specific withdrawal of that access upon notice to the other Party. Any withdrawal of permission will only be for law enforcement or homeland security purposes and must specify the duration of the withdrawal of permission.
- (k) Recorded Image Access: Where images are recorded, this would be access to the recorded images of the other Party's cameras. This access would only be granted upon written request and only for a particular purpose and specified duration. Permission may be denied for operational law enforcement or homeland security reasons.
- (l) Restricted Live Access: This would be access to cameras for live feed from the other Party's cameras upon written request to the designated representative of the other Party. The grant of access would be for a particular purpose and for a limited duration. The grant of access may be denied for operational law enforcement or homeland security reasons.

Section Two.

Grant Of Access By C.T.A. To City.

2.01 Grant Of Access And Use Of The C.T.A. Fiber System.

Subject to this Agreement and to the maximum extent which the C.T.A. may lawfully grant access rights, the C.T.A. hereby grants to the City, and the City hereby accepts a non-exclusive right of access to use the C.T.A. Fiber and/or if and where available conduits/ducts for governmental uses and applications including but not limited to: Operation Virtual Shield and other governmental purposes such as security monitoring, traffic control and law enforcement under the following conditions:

2.01.1 Lit Fiber. No access will be provided to C.T.A.'s "lit" fiber equipment or network that links, or will link, C.T.A. rail signaling and train control equipment, Supervisory Control and Data Acquisition ("S.C.A.D.A.") system, Automate Fare Collection ("A.F.C.") equipment, rail system communications or any other C.T.A. facilities and communications.

2.01.2 Availability. C.T.A. will provide up to four (4) dark C.T.A. Fibers where it has excess fiber capacity at the locations described in (Sub)Exhibit A. No C.T.A. Fibers will be provided in cases where C.T.A. has already provided dark fibers to the City (see (Sub)Exhibit A). Additionally, where and if available, the C.T.A. will also provide access to conduits/ducts.

2.01.3 Condition Of Fiber. Fiber will be provided on an "as is" basis with no assurance of usability or operational quality. C.T.A. may substitute another fiber, subject to availability, if a fiber proves to be unusable after installation tests.

2.01.4 City Approval. To the extent that City approval is required for C.T.A. to authorize any use of C.T.A. Fibers and/or conduits/ducts and/or access to C.T.A. Fibers and/or conduits/ducts by third parties, the City hereby grants such authorization and waives any restrictions necessary for access to the C.T.A. Fiber.

2.01.5 Physical Access. Notwithstanding anything herein to the contrary, the City shall have no right of physical access to the C.T.A. Fibers (other than at the approved C.T.A. Fiber Patch Panel locations) and/or conduits/ducts. The C.T.A. is not supplying nor is it obligated to supply the City with any optronics or electronics equipment, related facilities, buildings or space for optical amplifiers or regenerators.

2.01.6 Emergency Maintenance. The maintenance and restoration by C.T.A. of its S.C.A.D.A., communication, signaling systems and other systems shall

receive priority over any maintenance and/or restoration of fiber and/or conduits/ducts provided under this Agreement. The C.T.A. will endeavor to effect emergency fiber optic restoration of any affected C.T.A. Fibers as soon as practicable after C.T.A. receives notice of such emergency, provided that such emergency restoration shall be performed in a manner that will avoid interference with the operation of C.T.A.'s facilities and business operations. In the event of a conflict, the operation, repair and/or restoration by C.T.A. of its facilities shall receive priority over emergency fiber optic restoration requested by the City.

2.01.7 Right To Relocate. The C.T.A. reserves the right to relocate the C.T.A. Fiber and/or conduits/ducts. In the event that the C.T.A. relocates the C.T.A. Fiber and/or conduits/ducts, the C.T.A. will notify the City in writing with sixty (60) days notice except in emergency situations. Any and all relocation costs associated with the City's access to C.T.A. Fiber and/or conduits/ducts are the responsibility of the City pursuant to paragraph 2.01.9.

2.01.8 Background Checks. All City personnel and City contractors must have background checks before they will be allowed to access C.T.A. Fiber.

2.01.9 Expenses. The C.T.A. is not responsible for any expenses incurred by the City in accessing the C.T.A. Fiber and/or conduits/ducts including but not limited to the following:

- a) the C.T.A. will not receive, purchase or pay for any services provided by the City or any City installation, maintenance or operation contractor;
- b) the City will be responsible for any relocation cost of the City Fiber and/or conduits/ducts and equipment;
- c) the City will be responsible for any costs associated with establishing access and operating the C.T.A. Fiber and/or conduits/ducts provided hereunder including but not limited to City Fiber and/or conduits/ducts used to connect to C.T.A. Fiber and/or conduits/ducts, equipment, flagging personnel, safety training and compliance, insurance and vendors and disruption in service;
- d) if the C.T.A. incurs costs and expenses to comply with a City request, then the City will be responsible for those costs and expenses. If the City requests the C.T.A. to perform work on the City's behalf to comply with its request, the C.T.A. will submit an invoice to the City and the City will pay such C.T.A. costs;
- e) the City will be responsible for all costs of Fiber and equipment used to connect to the C.T.A. Fiber and/or conduits/ducts including but not limited to maintenance and repair costs; and

- f) the City will be responsible for any damage to C.T.A. property while establishing access to C.T.A. Fiber and/or conduits/ducts and/or operating C.T.A. Fiber and/or conduits/ducts.

2.01.10 Safety Requirements. City personnel and the City's contractors' personnel who are entering or working adjacent to the rail right-of-way must follow the established safety procedures as specified in C.T.A. documents titled: Transit Operations Standard Operating Procedure Number 8130 (Safety on Rapid Transit Tracks) and Safety Manual for Construction On, Above or Adjacent to the C.T.A. Rail System, dated May, 2005 (see (Sub)Exhibit B) as they may be amended. All City personnel and the City contractors' personnel must obtain required C.T.A. safety training at the City's expense or the City contractors' expense. The City personnel and the City contractors' personnel are required to perform accordingly and take the necessary safety precautions to ensure that their employees know, comply with and enforce the rail system guidelines, rules and procedures. Additionally, City personnel and the City contractors' personnel are required to wear the proper Personal Protective Equipment (P.P.E.) including, but not limited to: hard hat, safety vest and safety glasses during the course of performing work.

The City and its contractors are responsible for promoting safe work practices by their personnel and for enforcing the strict compliance to the established safety rules and procedures. Failure to comply with the above-mentioned procedures may result in revocation of the individual's C.T.A. Rail Right-of-Way Safety Card. In addition, the C.T.A. may direct the City or its contractor to remove the individual from the jobsite. In such event, the City and its contractor may not allow such individual to re-enter the jobsite.

2.01.11 Requesting And Establishing Access To C.T.A. Fiber And/Or Conduits/Ducts. The following are the procedures and requirements for requesting and establishing access to the C.T.A. Fiber and/or conduits/ducts:

- a. Only with the written approval of the C.T.A. by the General Manager of Network Communications & Systems, will the City be allowed to access the conduits/ducts and/or C.T.A. Fiber via a Fiber Optic Patch Panel which will cross connect into the C.T.A. Fiber. Any installation of equipment, including the Fiber Optic Patch Panel, must be approved in writing by C.T.A.

Any access to the C.T.A. Fiber and/or conduits/ducts at a specific location must be approved in writing as provided for herein by the General Manager of Network Communications & Systems.

- b. The City will send a written request to the C.T.A.'s appointed contact person identified in Article Five below for approval, identifying the following:

- i. the requested point of access and area of C.T.A. Fiber and/or conduits/ducts;
 - ii. type of Fiber Optic Patch Panel and/or any other equipment the City intends to use and/or install;
 - iii. method and means of establishing access to the C.T.A. Fiber and/or conduits/ducts;
 - iv. identity of City personnel and City contractors' personnel involved in accessing the C.T.A. Fiber and/or conduits/ducts; and
 - v. date of access requested.
- c. Physical access to C.T.A. Fiber and/or conduits/ducts will be permitted only after:
 - i. execution of a right of entry agreement in the form attached in (Sub)Exhibit C;
 - ii. compliance with all rail safety and security procedures pursuant to paragraph 2.01.10;
 - iii. completion of Background Checks pursuant paragraph 2.01.8 of this section;
 - iv. issuance of Rail Safety training cards to City personnel and/or contractors performing the work; and
 - v. obtaining the necessary insurance pursuant to the right-of-entry agreement.
- d. The C.T.A. will issue its approval or changes to the City's request. If the C.T.A. approves the City's request, the C.T.A. will identify the date and time for the City to establish access to the C.T.A. Fiber and/or conduits/ducts only after the City has complied with 2.01.11 (b) and (c).
- e. The City will not be allowed to establish access during peak hour train scheduling. Access by the City or its contractors will only be allowed between 9:00 A.M. and 3:00 P.M. Central Standard Time.
- f. The City will not be required to maintain the C.T.A. Fibers and/or conduits/ducts or contribute any sums for operation and maintenance of the C.T.A.'s network equipment or other systems.

- g. The City will be responsible for fiber it has laid to connect to C.T.A. Fiber and/or conduits/ducts, including but not limited to the maintenance and repair costs related to that fiber.
- h. Any C.T.A. Fiber provided to the City will be part of a City Fiber loop created by the City so that the C.T.A. Fiber is not the sole means of transmitting information and/or data.

2.02 Grant Subject And Subordinate To Other Agreements.

The rights granted to the City are subject and subordinate to the provisions contained in all applicable right-of-way property documents, including, but not limited to, deeds, condemnation orders, easements, railroad agreements, bridge agreements, permits, leases and other real estate documents with no warranty that the rights are sufficient to enable City use. Accordingly, the rights granted herein are subject to termination, in whole or in part, without compensation, in the event that parties to any such agreements assert that the rights granted herein violate such other agreements. Additionally, the rights granted hereunder are subject to any other agreements concerning use of C.T.A. right-of-way fiber and/or conduits/ducts. Without limiting the generality of the foregoing, the rights granted with respect to fibers installed in the Dan Ryan Expressway median will terminate in whole or in part in the event that the Illinois Department of Transportation revokes its permit for the rapid transit line in whole or in part. With respect to any fiber provided along the route of the Southwest Transit Project to Midway Airport, the City agrees that any rights granted herein with respect to conduits/ducts and/or fiber installed along such route do not include an access easement and will terminate upon termination of the Southwest Transit Operation and Maintenance Agreement dated December 22, 2005. Furthermore, the rights granted in this Agreement are subject and subordinate to the requirements of the Orange Line Leveraged Lease dated December 28, 2005 and the City assumes sole responsibility for ensuring that the rights granted herein do not breach any of the provisions of the Orange Line Leveraged Lease documents.

Section Three.

Grant Of Access By City To C.T.A.

3.01 Grant Of Access To The City Fiber.

Subject to terms and conditions of this Agreement, and to the maximum extent which the City may lawfully grant access rights, the City hereby grants to the

C.T.A., and the C.T.A. hereby accepts a non-exclusive right of access to use the City Fiber, and/or City conduits/ducts so that C.T.A. can connect its network to C.T.A. facilities. The City will grant the C.T.A. access under the following conditions:

3.01.1 Availability. City will provide up to four (4) City Fibers when City has excess fiber capacity. Where available, the City will also provide access to City conduits/ducts.

3.01.2 Request For Additional Fiber. Upon written request by the C.T.A., the City at its sole discretion may provide additional City Fiber, if available, for the purposes stated herein. The C.T.A. will identify in writing the number of City Fibers it is requesting, the location of the City Fibers and the purpose for the use of the City Fibers.

3.01.3 Condition Of City Fiber. City Fiber and/or conduits/ducts will be provided on an "as is" basis with no assurance of usability or operational quality. The City may substitute another fiber, subject to availability, if a fiber proves to be unusable after installation tests.

3.01.4 Grant Subject And Subordinate To Other Agreements. The rights granted to the C.T.A. regarding use of City Fiber are subject and subordinate to the provisions contained in all applicable property documents, including, but not limited to, deeds, condemnation orders, easements, permits, leases and other real estate documents with no warranty that the rights are sufficient to enable C.T.A. use. Accordingly, the rights granted herein are subject to termination, in whole or in part, without compensation, in the event that parties to any such agreements assert that the rights granted herein violate such other agreements. Additionally, the rights granted hereunder regarding use of City Fiber are subject to any other agreements concerning use of City Fiber.

3.01.5 Background Checks. All C.T.A. personnel and C.T.A. contractors must have background checks before they will be allowed to access City Fiber.

3.01.6 Right To Relocate. The City reserves the right to relocate the City Fiber or conduits/ducts. In the event that the City relocates the City Fiber or conduits/ducts, the City will notify the C.T.A. in writing with sixty (60) days notice except in emergency situations. Any and all relocation costs associated with the C.T.A.'s access to City Fiber or conduits/ducts is the responsibility of the C.T.A. pursuant to paragraph 3.01.10.

3.01.7 Physical Access. Notwithstanding anything herein to the contrary, C.T.A. shall have no right of physical access to the City Fiber other than at the approved City Fiber Patch Panel locations.

3.01.8 No Equipment. City is not supplying nor is it obligated to supply C.T.A. with any optronics or electronics equipment, related facilities, or buildings for optical amplifiers or regenerators.

3.01.9 Emergency Maintenance. With the exception of C.T.A. Fibers, the maintenance and restoration by City of its systems shall receive priority over any maintenance and/or restoration of the City Fibers used by C.T.A.. The City will endeavor to effect emergency City fiber optic restoration of any affected City Fibers and/or conduits/ducts as soon as practicable after City receives notice of such emergency, provided that such emergency restoration shall be performed in a manner that will avoid interference with the operation of City's facilities and business operations. In the event of a conflict, the operation, repair and/or restoration by City of its facilities shall receive priority over emergency fiber optic restoration requested by C.T.A.

3.01.10 Expenses. The City is not responsible for any expenses incurred by the C.T.A. in accessing the City Fiber or conduits/ducts, including but not limited to the following:

- a. the City will not receive, purchase or pay for any services provided by the C.T.A. or any C.T.A. installation, maintenance or operation contractor;
- b. the C.T.A. will be responsible for any relocation cost of C.T.A. Fiber and equipment;
- c. the C.T.A. will be responsible for any costs associated with insurance and vendors fees, establishing access and operating the City Fiber conduits/ducts, including the C.T.A. Fiber used to connect to City Fiber provided hereunder;
- d. if the City incurs costs and expenses to comply with a C.T.A. request, then the C.T.A. will be responsible for those costs and expenses. If the C.T.A. requests the City to perform work on C.T.A.'s behalf to comply with its request, the City will submit an invoice to the C.T.A. and the C.T.A. will pay such City costs;
- e. the C.T.A. will be responsible for all costs of Fiber and equipment used to connect to the City Fiber and/or conduits/ducts including but not limited to maintenance and repair costs; and
- f. C.T.A. will be responsible for any damage to City property while establishing access to City Fiber or conduits/ducts, and/or operating City Fiber.

3.01.11 Requesting And Establishing Access To City Fiber. The following are the procedures and requirements for requesting and establishing access to the City Fiber and/or conduits/ducts:

- a) Only with the written approval of the City, will the C.T.A. be allowed to access the City conduits/ducts and/or City Fiber.
- b) The C.T.A. will send a written request to the City's appointed contact person identified in Article Five below for approval, identifying the following:
 - i. the point of access and area of City Fiber or conduit;
 - ii. type of Fiber Optic Patch Panel, and/or any other equipment needed to connect to City's Fiber and conduits/ducts;
 - iii. method and means of establishing access to the City Fiber or means necessary to connect to City's conduits/ducts;
 - iv. identity of C.T.A. personnel and C.T.A. contractors' personnel involved in accessing the City Fiber; and
 - v. date of access requested.
- c) Physical access to City Fiber and/or conduits/ducts in Public Ways (e.g. streets and alleys) will be permitted only after C.T.A. and/or its third parties satisfy applicable requirements of ordinances including but not limited to the City Department of Transportation permit requirements under Chapter 10-20 of the Municipal Code of the City.
- d) Physical access to City Fiber in other locations will be permitted only after:
 - i. execution of a right of entry agreement in the form attached in (Sub)Exhibit D for access to the City locations which are not in the public way;
 - ii. completion of Background Checks pursuant Paragraph 3.01.5 of this section; and
 - iii. obtaining necessary insurance specified by the City.
- e) the City will issue its approval or changes to the C.T.A. request. If the City approves the C.T.A. request, the City will identify the date and time for the C.T.A. to establish access to the City Fiber and/or conduits/ducts only after the C.T.A. has complied with 3.01.11 (b), (c) and/or (d).

- f) C.T.A. will not be required to maintain the City Fibers or conduits/ducts or contribute any sums for operation and maintenance of the City's network equipment or other systems. However, when the C.T.A. request to access a City conduit that is blocked, C.T.A. will be responsible for the cost to unblock the conduit to gain access.
- g) the C.T.A. will be responsible for fiber it has laid to connect to City Fiber and/or conduits/ducts, including but not limited to the maintenance and repair costs related to that fiber.

3.02 General.

To the extent that any additional grant of rights is required from the City for the C.T.A. to install, use, operate, maintain and manage the C.T.A. Fiber or other C.T.A. communication lines and related equipment located along the C.T.A.'s rapid transit system through its own forces or through the C.T.A.'s contractors, the City hereby grants all such rights necessary for the C.T.A. and its contractors and other third parties to install, use, operate, maintain and manage such C.T.A. Fiber or other C.T.A. communication lines and related equipment.

Section Four.

Limitations On Grants Of Access, Regulatory Matters And Video Images.

4.01 Limitations On Grants Of Access.

The Parties agree to the following limitations and reservation of rights on each of the grants of access:

4.01.1 No Conveyance. Neither this Agreement, nor the grants of access and related City or C.T.A. Fiber or City conduits/ducts, hereby conveys any form or type of title or other possessory interest in any real or personal property of the City or the C.T.A. respectively.

4.01.2 No Sale Or Title Transfer. Neither this Agreement, nor the grants of access shall be construed to be any sale or transfer of title to any part of the Fiber and/or conduits/ducts of either Party.

4.01.3 No Ownership Or Property Right. No Party's access to the Fiber or conduits/ducts of the other Party, or payment of a reimbursement of any

maintenance or other expense by any Party shall create or vest in the City or the C.T.A., respectively, any ownership or property right of any kind, nature or description.

4.01.4 No Restriction On Operations. Nothing contained herein is intended to limit or restrict the City's operation and use of the City Fiber or the C.T.A.'s operation and use of the C.T.A. Fiber.

4.01.5 No Restriction On Fiber. Nothing contained herein is intended to provide a Party any authority to control any of the other Party's service configurations or designs, routing configurations, rearrangement or consolidation of channels or circuits or any related functions.

4.01.6 Access And Maintenance Costs And Responsibilities. Nothing contained herein is intended to extend responsibilities of the cost of capital items, maintenance, upkeep and administration from one Party to the other Party for such Party's respective fiber or conduits/ducts. Each Party is responsible for all such costs. Costs of access and for maintenance of fiber and equipment shall be the sole responsibility of the Party requesting the grant of access.

4.01.7 No Rent. It is the intention of each Party that no rent shall be paid to the other Party if approved equipment required for access to the other Party's fiber or for operations must be located temporarily or permanently on the real property of the other Party; provided, however, that no such equipment shall interfere with the operations of the other Party.

4.01.8 No Equipment. Nothing contained herein obligates either Party to supply the other Party with any optronics or electrical equipment, related facilities, or buildings or space for optical amplifiers or regenerators.

4.02 Regulatory Matters.

Both Parties have not and do not currently have any intention of becoming a telecommunications carrier or telecommunications provider as defined under local, state or federal law and/or regulatory agencies, including but not limited to ordinances, statutes, legal opinions and/or regulations. If a challenge is raised as to a Party's status as a telecommunication carrier or provider, that Party agrees to defend itself against such challenge at its own expense. Notwithstanding the foregoing, if the existence of this Agreement or the utilization of one Party's Fibers by the other Party either: (i) results in the issuance by the Illinois Commerce Commission of any regulatory or adjudicatory ruling which is adverse or unfavorable to the challenged Party, or (ii) results in the challenged Party becoming subject to the jurisdiction of the Federal Communications Commission or the Illinois Commerce Commission as a telecommunications carrier, then the challenged Party, at its option, may require the renegotiation of those aspects of this

Agreement that result in the consequences described in clauses (i) and (ii) and, if the challenged Party so requires, both Parties hereby agree to enter into good faith negotiations to revise this Agreement in a manner that allows the challenged Party to be free of such consequences or to minimize the effects thereof on the challenged Party. If such revision of this Agreement cannot be achieved, the challenged Party may terminate the grant of access rights under this Agreement upon reasonable prior written notice, no less than thirty (30) calendar days to the other Party, if either the existence of the grant of access rights under this Agreement or the Party's use of the other Party's Fibers results in the consequences described in clauses (i) and (ii) stated above.

4.03 Video Images From Surveillance Cameras.

C.T.A. and the City agree to provide access to each other of live and recorded images from their surveillance camera systems pursuant to the terms stipulated below in paragraphs 4.03.1 and 4.03.2. All such images remain the property of the Party providing the images to the other Party. Both Parties agree that such images will be used only for governmental purposes. In addition, both Parties agree that use of such images shall be restricted in accordance with the rules and regulations of the Party receiving the images of the other Party. Neither Party shall be under any obligation to convert the live or recorded images into any particular format for the benefit of the other Party. All costs of implementing access to such live and recorded video feeds shall be borne by the Party requesting such access. Both Parties agree to assist each other in implementing this access.

4.03.1 Use Of City Cameras By C.T.A.

4.03.1.1 Police Department Camera. C.T.A. will only be afforded Recorded Image Access or Restricted Live Access to these cameras.

4.03.1.2 O.E.M.C. Cameras. As to O.E.M.C. Cameras that routinely image C.T.A. facilities, C.T.A. will be provided Live Access and Recorded Image Access. As to O.E.M.C. Cameras that do not routinely image C.T.A. facilities, C.T.A. will be provided Limited Live Access and Recorded Image Access.

4.03.1.3 Traffic Cameras. The C.T.A. will be provided Live Access and Recorded Image Access to these cameras.

4.03.2 Use Of C.T.A. Cameras By The City.

4.03.2.1 C.T.A. will provide City with access to live and recorded images from C.T.A. Network Cameras. City will be able to access these cameras remotely from its O.E.M.C. offices.

4.03.3 Each Party agrees that if there is a third party request for camera images of the other Party there will be no dissemination of those images except as is required by law. This provision will not apply to requests by law enforcement agencies for access to images for law enforcement purposes.

If a freedom of information act request, subpoena, court order, other process or request (hereinafter "Request") is received, requesting access to the images generated by the cameras of the other Party, the Party receiving such Request shall provide notice in writing to the other Party prior to dissemination. The Party receiving the Request shall take all reasonable steps to allow the Party whose images are sought to be produced, an opportunity to object to the dissemination.

Section Five.

Designation Of Administrators, Information Requests, Emergency And Outage.

5.01 Designation Of Administrators.

Each Party hereby appoints the following administrators and alternates who will be the primary points of contact for administration of the grants of access stated under this Agreement:

For The City:

Deputy Director of Internal Secured
Communication Network ("I.S.C.N.")
Phone Number: (Omitted for printing
purposes)
Cell Number: (Omitted for printing
purposes)

alternate:

Network Management Center of
Communications of the O.E.M.C.
Phone Number: (Omitted for printing
purposes)

For The C.T.A.:

General Manager, Network
Communication and Systems
Phone Number: (Omitted for printing
purposes)

5.02 System Maps.

Each Party agrees to make available to the administrator for the other Party detailed system maps and as-built drawings for the routes of each system and equipment locations. To the extent that change to a system occurs, the system maps and as-built drawings will be promptly updated by each Party. The Parties agree that this information may include information that should be kept confidential for security and safety reasons. The Parties agree that they will appropriately restrict access to any such information.

5.03 Equipment And Engineering Specification Information.

Each Party shall promptly respond to any inquiries from the other Party concerning fiber equipment specifications, locations, splice points and other engineering specifications.

5.04 Notification And Coordination.

In case of an emergency or non-emergency:

5.04.1 Non-Emergency: Subject to approval of access, Parties will notify one another at least forty-eight (48) hours in advance of any scheduled work on portions belonging to the other Party.

5.04.2 Emergency. Parties will notify one another immediately in the event that an emergency situation has occurred:

a) An Emergency shall be defined as any situation, which is so severe as to result in either (a) a disruption to the Party's normal operations, (b) potential long-term financial or operational damage to either Party's Fiber or operations as a whole, or (c) physical damage to the other Party's property in, any way.

b) Notice in case of Emergency.

i. C.T.A. Emergency Contact:

General Manager of Network, Communication and Systems

ii. City of Chicago Emergency Contact: Network Management Center of the O.E.M.C.

5.05 Responsibility In Case Of A Hit And/Or Damage.

If one Party causes damage to the other Party's infrastructure, property or equipment, the Party causing the damage is responsible for the costs to restore the infrastructure, property or equipment.

5.06

In case of outage whereby a Party's Fiber is out of service, that Party will restore the Fibers in accordance with its procedures.

Section Six.

Term, Termination And Default.

6.01 Term.

The initial term of this Agreement will begin on the Effective Date and shall run for ten (10) years.

6.02 Termination.

Either Party may terminate this Agreement upon sixty (60) days prior written notice to the other.

6.03 (Reserved)

6.04

The following shall constitute a default:

6.04.1 Any material misrepresentation made by a Party;

6.04.2 A failure by a Party and/or its contractor to promptly and fully keep, fulfill, comply with, observe or perform any promise, covenant, term, condition or other non-monetary obligation or duty of the Party contained in this Agreement (other than those obligations or matters set forth in this section or other provisions of this Agreement which set forth different cure periods or which

provide for no right to cure, and which interfere with cure periods or absence thereof shall take precedence) and the failure to cure such default within ten (10) business days after delivery of written notice of such failure;

6.04.3 A failure by a Party to promptly and fully perform any obligation or duty, or to comply with any restriction, of the Parties contained in this Agreement concerning whether directly or indirectly, of a Party's rights or interests herein and the failure to cure such default within ten (10) days after delivery of written notice of such failure.

Section Seven.

Indemnification And Limitation On Liability.

7.01 Indemnity.

7.01.1 City Indemnification Of C.T.A.. As used in this section, "C.T.A." includes C.T.A., its agents, board members, officials and employees. "Loss" includes loss, damage, claims, demands, actions, causes of action, penalties, costs and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from: (a) injury to or death of any persons; and/or (b) damage to or loss or destruction of property, including but not limited to, City's property, damage to C.T.A. fiber, City Fiber, C.T.A. transit system, City equipment or other property of the C.T.A. or property in C.T.A.'s care.

As a major inducement and in consideration of the C.T.A.'s permission herein granted, the City agrees to indemnify and hold harmless the C.T.A. from any Loss which is due to or arises from:

1. the prosecution of any work contemplated by the grant of access to the C.T.A. Fibers under this Agreement; or
2. the City's use of the C.T.A. fiber;

except to the extent that the Loss is caused by the sole and direct negligence of the C.T.A.

7.01.2 C.T.A. Indemnification Of City. As used in this Section, "City" includes the City, its agents, officers, elected officials and employees. "Loss" includes loss, damage, claims, demands, actions, causes of action, penalties, costs and expenses of whatsoever nature, including court costs and attorneys' fees, which may result

from: (a) injury to or death of any persons; and/or (b) damage to or loss or destruction of property, including but not limited to, C.T.A.'s property, damage to City Fiber, C.T.A. Fiber, C.T.A. equipment or other property of the City or property in City's care.

As a major inducement and in consideration of the City's permission herein granted, the C.T.A. agrees to indemnify and hold harmless the City from any Loss which is due to or arises from:

1. the prosecution of any work contemplated by the grant of access to the City Fibers and conduits/ducts under this Agreement; or
2. The C.T.A.'s use of the City Fiber,

except to the extent that the Loss is caused by the sole and direct negligence of the City.

7.01.3 Loss Of Information. Both Parties shall be held harmless for any failure, interruption or impairment of any information being transmitted over either Party's Fiber so long as both Parties agree to repair or restore those portions of the Fiber belonging to them in accordance with their standard maintenance and repair procedures.

7.02 Limitation On Liability.

In carrying out any of the provisions contained herein or in exercising any power or authority granted to them thereby, there will be no liability upon the board members, officers, elected officials, agents or employees of either Party either personally or as officials of a Party, it being understood that in such matters they act as representatives of the Party.

7.03 No Warranties.

Except As Expressly Provided Herein, Neither Party Makes Any Representations, Warranties Or Covenants, Express Or Implied, Regarding Any Matter, Including, Without Limitation, The Merchantability Or Fitness For A Particular Purpose Of The C.T.A. Or City Fiber, The System, Any Material Or Other Deliverable Under The Terms And Conditions Contained Herein. Except As Expressly Provided Herein, Both Parties Disclaim Any Representations Or Warranty Made And Assumes No Liability Whatsoever With Respect To The Provision Of A Party's Respective Fibers, The Materials, Or The Uninterrupted Service And/Or Availability Of A Party's

Respective Fibers. Both Parties Acknowledge That No Claims Relating To Warranties Shall Be Brought Against The Other Party.

Section Eight.

Additional Terms.

8.01 Consent.

Whenever the consent or approval of one or both Parties to this Agreement is required hereunder, such consent or approval will not be unreasonably withheld or delayed and will be provided in writing by the consenting Party.

8.02 Notice.

(a) Notices To C.T.A.:

Notice to C.T.A. must be addressed to:

Chicago Transit Authority
567 West Lake Street
Chicago, Illinois 60661
Attention: President
Fax: (Omitted for printing purposes)

with a copy to:

Chicago Transit Authority
567 West Lake Street
Chicago, Illinois 60661
Attention: General Counsel
Fax: (Omitted for printing purposes)

(b) Notices To The City:

Notice to the City must be addressed to:

Director
Office of Emergency Management and
Communications
City Operations Center
1411 West Madison Street
Chicago, Illinois 60607
Fax: (Omitted for printing purposes)

and

Corporation Counsel
City Hall, Room 600
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Finance and Economic
Development Division
Fax: (Omitted for printing purposes)

(c) Notice In Writing.

Unless otherwise specified, any notice, demand or request required hereunder must be given in writing at the addresses set forth above, by any of the following means: (i) personal service; (ii) electronic communications, whether by telex, telegram, telecopy or facsimile (FAX) machine; (iii) overnight courier; or (iv) registered or certified mail, return receipt requested.

8.03 Assignment.

This Agreement, or any portion thereof, may not be assigned by either Party.

8.04 Binding Effect.

This Agreement is for the benefit of and will be binding upon the Parties and their respective successors. This Agreement is intended to be and is for the sole and exclusive benefit of the Parties hereto and such successors.

8.05 Modification.

This Agreement may not be altered, modified or amended except by written instrument signed by the Parties hereto.

8.06 Compliance With Laws.

The Parties hereto will comply with federal, state and municipal laws, ordinances, rules and regulations relating to this Agreement.

8.07 Governing Laws And Severability.

This Agreement is governed by the laws of the State of Illinois. If any provision of this Agreement is held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions

or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, ordinance, rule of law or public policy, or for any reason, then such circumstance shall not have the effect of rendering any other provision or provisions contained herein invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part hereof.

8.08 Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

8.09 Entire Agreement.

This Agreement constitutes the entire agreement between the Parties and cannot be modified or amended except by mutual written agreement of the Parties.

8.10 Authority.

Execution of this Agreement by the City is authorized by an ordinance passed by the City Council of the City on _____, 2006. Execution of this Agreement by the C.T.A. is authorized by C.T.A. Ordinance 006-107, dated August 9, 2006. The Parties represent and warrant to each other that they have the authority to enter into this Agreement and perform their obligations hereunder.

8.11 Disclaimer Of Relationship.

Nothing contained in this Agreement, nor any act of the Parties shall be deemed or construed by any of the Parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the Parties.

8.12 No Personal Liability.

No member, official, employee or agent of the Parties shall be individually or personally liable in connection with this Agreement.

8.13 Insurance.

Each Party must maintain during the term of this Agreement insurance coverage in such types of coverages and liability amounts as may be required by the other

Party. In lieu of such coverages, a Party may present evidence to the other Party of an adequate program of self-insurance. Self-insurance will not be an acceptable form of insurance for work performed by a C.T.A. or City contractor. In such cases, contractors must present evidence of coverage in such types of coverages and liability amounts as may be required by the other Party.

8.14 Force Majeure.

No Party shall be liable for any default or delay in the performance of any of its obligations under this Agreement if and to the extent such default or delay is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God; wars, riots, acts of terrorism, imposition of martial law, plague or other like illness, interruption of electric power or blackout, disruption of or inability to obtain fuel supplies, civil disorders, rebellions or revolutions, strikes, lockouts or labor disputes or any other similar cause beyond the reasonable control of such Party; except to the extent that, the non-performing Party is at fault in failing to prevent or causing such default or delay; and provided that such default or delay can not reasonably be circumvented by the non-performing Party through the use of alternate sources, workaroud plans or other means. The Party relying on this section with respect to any such delay will, upon the occurrence of the event causing such delay, immediately give written notice to the other Parties to this Agreement. The Party relying on this section with respect to any such delay may rely on this section only to the extent of the actual number of days of delay effected by any such events described above.

8.15 Further Assurances.

The Parties each agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may become necessary or appropriate to carry out the terms, provisions and intent of this Agreement, and to accomplish the transactions contemplated in this Agreement.

8.16 Venue And Consent To Jurisdiction.

If there is a lawsuit under this Agreement, each Party hereto agrees to submit to the jurisdiction of the courts of Cook County, the State of Illinois and the United States District Court for the Northern District of Illinois.

In Witness Whereof, Each of the Parties has caused this Agreement to be signed and delivered as of the Effective Date.

10/4/2006

REPORTS OF COMMITTEES

87513

City of Chicago, Illinois, by and through
the Office of Emergency Management
and Communications

By: _____
Executive Director,
Office of Emergency Management
and Communications

Attest: _____

By: Deputy City Clerk

Chicago Transit Authority

By: _____

Attest: _____

By: _____

Approved as to Form and Legality:

By: _____

(Sub)Exhibits "A", "B" and "C" referred to in this Intergovernmental Agreement with
the Chicago Transit Authority read as follows:

(Sub)Exhibit "A".
(To Intergovernmental Agreement With
Chicago Transit Authority)

C.T.A. Dark Fiber Availability.

-- Available Now:

Red Line -- Roosevelt to Howard

Brown Line -- Merchandise Mart to Armitage

Green Line -- Harlem to 63rd

Blue Line/Pink -- Polk to 54th

Orange Line -- Roosevelt to Midway

-- Estimated Future Availability -- Other Routes/Branches:

2006: Red Line -- Cermak to 95th

2008: Blue Line -- Congress

2009: Brown Line -- Armitage to Kimball

-- Future Availability -- Other Routes/Branches:

To be determined, the C.T.A. will provide City Dark Fiber where it has excess available in addition to the above-referenced Dark Fiber.

-- Fibers Already Provided To City, No Additional Fibers Will Be Provided:

Blue Line -- Jackson/Dearborn to O'Hare -- per intergovernmental agreement dated November 30, 1999.

(Sub)Exhibit "B".

(To Intergovernmental Agreement With
Chicago Transit Authority)

The C.T.A. documents comprising (Sub)Exhibit B concerning operating procedures and safety manual for construction are omitted here and will be attached to the Agreement at the time of execution.

(Sub)Exhibit "C".

(To Intergovernmental Agreement With
Chicago Transit Authority)

The City's Form of Right-of-Entry which is (Sub)Exhibit C is omitted here and will be attached to the Agreement at the time of execution.

AUTHORIZATION FOR RENEWAL OF CONTRACT WITH
DE PAUL UNIVERSITY FOR USE OF CITY TUNNELS
TO MAINTAIN AND OPERATE TWO-WAY HIGH
SPEED TELECOMMUNICATIONS SYSTEM.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, October 3, 2006.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass*, at the request of the Director of Business Affairs and Licensing, an ordinance authorizing the execution of a contract with DePaul University regarding use of city tunnels. This ordinance was referred to the Committee on September 13, 2006.

This recommendation was concurred in unanimously by a viva voce vote of the members of the Committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS R. ALLEN,
Chairman.

On motion of Alderman Allen, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schuler, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, Various persons have requested permission to place two-way high-speed interoffice telecommunications systems consisting of fiber optic and copper cables for internal use and not for sale, resale, exchange or lease in the public ways of the City of Chicago, Illinois (the "City"); and

WHEREAS, It is in the best interest of the City to provide permits facilitating the development of state-of-the-art interoffice telecommunications systems in the City; and

WHEREAS, It is in the best interest of the City that the City receive fair and reasonable compensation from persons using the public assets of the streets and ways for interoffice telecommunications; and

WHEREAS, The City wishes to provide uniform terms and conditions to the greatest extent possible for qualified persons who have requested permission to place interoffice telecommunications systems in the public ways for internal use and not for sale, resale, exchange or lease; and

WHEREAS, DePaul University (the "Grantee"), is an Illinois not-for-profit corporation which is authorized and engaged in the endeavor of providing higher education in Illinois; and

WHEREAS, Grantee received permission and authority to maintain and operate as constructed a two-way high-speed private line telecommunications system in the public ways of the City for internal use and not for sale, resale, exchange or lease to third parties, nor with the objective of generating revenues or profits from the City Council of the City of Chicago (the "City Council") by an ordinance adopted by the City Council on July 31, 1990 and published in the *Journal of the Proceedings of the City Council of the City of Chicago* (the "Journal") of such date at pages 19516 through pages 19542 (the "Prior Ordinance") as amended by an ordinance adopted by the City Council on May 19, 1993 and published in the *Journal* of such date at pages 32454 through pages 32486 (the "Amendment") as further amended by an ordinance adopted by the City Council on June 14, 1995, and published in the *Journal* of such date at pages 3192 through pages 3241 (the "Second Amendment") as further amended by an ordinance adopted by the City Council on May 14, 1997 and published in the *Journal* of such date at pages 44348 through pages 44362 (the "Third Amendment"); and

WHEREAS, Pursuant to Section 2.4 of the Prior Ordinance, Grantee wishes to renew, preserve and extend the privileges to use the authorized routes; and

WHEREAS, Grantee's telecommunications system will be used solely to further the tax exempt and/or not-for-profit purpose of Grantee and not for sale, resale, exchange or lease to Third Parties nor with the objective of generating revenues or profit; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Definitions.

Section 1.1

"Affiliates" shall include any subsidiary or parent or intermediary corporation of Grantee or any entity which is under control of a parent, subsidiary or intermediary of Grantee or any entity which is capable of exercising a substantial degree of control over Grantee through ownership of stock or partnership interests in Grantee. The term "control" shall mean the right to exercise directly or indirectly the voting rights or the power to direct or cause the direction of management policies of the controlled or intermediary entity.

Section 1.2

"Annual Fee" shall mean the amount payable in advance to the City by the Grantee pursuant to Section 5.1 hereof and shall be Nine and 30/100 Dollars (9.30) per linear foot of Cable Conduit occupied or authorized to be occupied by Grantee's System along the Authorized Routes in the Public Ways of the City.

Section 1.3

"Authorized Routes" shall mean the linear routes within specified Public Ways and the Chicago Freight Tunnels Grantee is authorized to use, subject to the requirements and limitations of this ordinance, for the purpose of installing, constructing, operating, maintaining, renewing and repairing its System, as set forth in Exhibit 1 attached hereto and made a part hereof.

Section 1.4

"Cable Conduit" shall mean the per linear foot of conduit occupied or authorized to be occupied by Grantee's System along the Authorized Routes.

Section 1.5

"Cable Television System" shall mean any system in the City required to be franchised by the City pursuant to Section 4-280 of the Code in order to operate,

including but not limited to any system consisting of a set of closed transmission paths with associated signal generation and/or reception and control equipment designed to distribute the following services to members of the public who subscribed therefor: (1) one-way transmission of video and audio programming provided by, or considered comparable to programming provided by, a television broadcast station, (2) information that an operator of a Cable Television System makes available to all subscribers generally, and (3) incidental subscriber interaction required for the selection of such programming and information.

Section 1.6

"Chicago Freight Tunnels" shall mean the freight tunnels running below certain streets of the City, as more fully illustrated in Exhibit 6 attached hereto and made a part hereof.

Section 1.7

"Code" shall mean the Municipal Code of Chicago, as amended.

Section 1.8

"Contractor" shall mean collectively any contractor, subcontractor, agent or consultant employed by Grantee or an Affiliate to construct, install, operate or maintain Grantee's System. A contractor may be an Affiliate.

Section 1.9

"Copper Cables" shall mean the copper telecommunications cables, existing or planned which Grantee is authorized to use as constructed or to install as part of its System.

Section 1.10

"Director" shall mean the Director of the Department of Business Affairs and Licensing.

Section 1.11

"Fiber Optic Cables" shall mean Grantee's fiber optic telecommunications cables authorized to be used in the certain portions of the Chicago Freight Tunnels and certain portions of the Public Ways as described in Exhibit 1.

Section 1.12

“Interoffice Telecommunications Services” or “Services” shall mean the transmission of primarily networked communications signals (including the collection, storage, forwarding, private switching and delivering of such signals point-to-point between separate locations within the System), provided that the term “Services” shall not include: (i) the provision of programming and other services that would constitute Grantee as a Cable Television System, (ii) the sale, resale, lease or exchange of telecommunications facilities or services to or with Third Parties, or (iii) the operation of a public switched network. The term “Services”, as used herein, shall include the transmission and distribution of internal educational audio and visual programming described in Section 2.1.3. The limitation concerning “operation of a public switched network”, as used herein, shall not preclude, restrict or limit interconnection of the Grantee’s Network to any public switched telephone network or other facility operated by a telecommunication carrier authorized by the State of Illinois and the City to operate such public switched network or facilities in the City.

Section 1.13

“Interoffice Telecommunications System” or “System” shall mean a system occupying two thousand three hundred twenty-seven (2,327) linear feet (comprised of ten thousand nine hundred twenty-seven (10,927) linear feet of Cable Conduit, along the Authorized Routes described in Exhibit 1, consisting of fiber optic cable conduit and copper cable conduits designed and operated by Grantee solely to provide Services by means of electromagnetic, including light transmission, together with all related instrumentalities, facilities, apparatus, repeaters, conduit, splicing boxes and services and appurtenances; provided that no portion of a System shall constitute all or any portion of a Cable Television System, or shall be used to sell, resell, lease or exchange telecommunications services or facilities with Affiliates or Third Parties.

Section 1.14

“Not-For-Profit Private Telecommunications System” or “System” shall mean a private network designed and operated by Grantee solely to provide Interoffice Telecommunications Services to Grantee’s facilities for its use and not with the intent of generating profits, which System uses electromagnetic, including light transmission, all related instrumentalities, facilities, apparatus, repeaters, conduit, fiber optic cables, splicing boxes and services and related appurtenances; provided that without further approval of the City, no portion of Grantee’s System shall (i) constitute all or any portion of a Cable Television System, (ii) constitute a public switched network, or (iii) be used to sell, resell, lease or exchange Services or facilities to or with Third Parties.

Section 1.15

"Public Ways" shall mean the surface, the air space above the surface, and the area below the surface of any public street and any highway, and any lane, path, alley, sidewalk, boulevard, drive, bridge, tunnel, park, parkway, waterway or other public right-of-way, including public utility easement or rights-of-way, and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the City in which the City holds rights sufficient, without consent of any other party, to permit Grantee to the use thereof for the purpose of installing or maintaining Grantee's System.

Section 1.16

"Risk Management" shall mean the City Comptroller's Office of Risk Management.

Section 1.17

"Third Parties" shall mean any individual, partnership, corporation or entity other than Grantee.

SECTION 2. Grant Of Rights; Restrictions.

Section 2.1 Grant Of Rights.

Subject to Section 3.4, the City hereby grants to Grantee the non-exclusive right to operate and maintain as now constructed its System, along the Authorized Routes, on the terms and conditions set forth herein, within its own conduits and/or existing conduits, constructed and maintained by other individuals or entities which are authorized or otherwise lawfully permitted to occupy the City's public ways. This ordinance does not, without further approval of the City, authorize Grantee to operate a Cable Television System or to sell, lease, re-lease, exchange or resell Telecommunications Services to Third Parties. This ordinance does not authorize telecommunications facilities to be located in the Public Ways except the System described in Exhibit 1.

2.1.2

Grantee is expressly permitted to provide Interoffice Telecommunications Services subject to the following limitations: (1) Grantee's System facilities are dedicated for its internal use, (2) Grantee's operation of its System is not conducted for profit or with the objective of generating revenues or profits, and (3) Grantee does not operate or maintain a public switched network.

2.1.3

The granting of this ordinance and the exercise of any privileges hereunder does not waive or extinguish any rights the City may have to regulate or charge for portions of Grantee's System not located in the Authorized Routes which, in fact, are located in the Public Ways. This reservation obtains regardless of the original basis for permission for the installation of such portions of Grantee's System.

2.1.4 Right Of Renegotiation.

The City, acting through its Director of the Department of Business Affairs and Licensing (the "Director"), reserves the right to renegotiate and amend any or all provisions of this ordinance at any time in any way consistent with fairness and equity in the event that, after review of the information provided by Grantee pursuant to Section 8.4, the Director shall determine that Grantee operates its System substantially for other than the not-for-profit or charitable purposes of the Grantee. Before requiring renegotiation and amendment of this ordinance pursuant to this section, the Director shall give the Grantee thirty (30) days prior written notice of its intention to require renegotiation and shall give Grantee the opportunity to appear before the Director to show cause why the ordinance should not be amended. After such meeting if the Director reaffirms the necessity of renegotiation, and no agreement is reached by the parties within six (6) months of the meeting, the Director may suspend or revoke the permit described in Section 11.2.

2.1.5 Right Of Termination.

The City may terminate or require Grantee's rights to be terminated under the Agreement at any time if the City determines Grantee is, in fact, operating a Cable Television System or is operating its System for substantially other than the not-for-profit or charitable purposes of Grantee.

Section 2.2 Term And Expiration Date.

The term of this ordinance and of the rights granted hereunder shall be five (5) years from and after the date of passage of this ordinance by the City Council (the "Expiration Date").

Section 2.3 Interim And Expiration In The Absence Of Default Or Termination.

If, on the Expiration Date, Grantee shall not be in default under this ordinance and if neither party has notified the other of its intent to terminate this

Agreement on or before the Expiration Date, then the terms of this ordinance shall be deemed extended on an interim basis until terminated, renewed or renegotiated or further extended by order of the Director for a term not to exceed sixty (60) days, after which time this ordinance shall be considered terminated and all rights of the Grantee to use the Authorized Routes to provide Telecommunications Services shall cease.

Section 2.4 Renewal.

Grantee is responsible for obtaining from the City a new ordinance for submission to the City Council preserving or extending the privileges granted herein prior to the Expiration Date. The City has no obligation to renew any particular terms or to renew the rights granted by this ordinance if the Director determines such terms or such renewal are not in the best interests of the City. Any proposed renewal, extension or modification through such ordinance is subject to approval, modification or rejection by the City Council in its sole discretion.

Section 2.5 Location Of Authorized Routes.

Grantee's System may extend for a total distance of two thousand three hundred twenty-seven (2,327) feet comprised of ten thousand nine hundred twenty-seven (10,927) linear feet of Cable Conduit along the Authorized Routes as set forth in Exhibit 1.

Section 2.6 Acts Or Omissions Of Other Entities.

During the term of this ordinance, Grantee (and not the City) shall be liable for any costs incurred by the City or Third Parties for damage to any City facilities in the Public Ways caused by the acts or omissions of any entity employed or otherwise authorized by Grantee when such entity is involved, directly or indirectly, in the installation, maintenance or operation of Grantee's System as if the acts or omissions of such entity were the acts or omissions of Grantee.

SECTION 3. Nature Of Limitation Of Rights Granted.

Section 3.1 Right Not Exclusive.

This is a nonexclusive privilege to use the Public Ways and is made expressly subject to and subordinate to the right of the City to use the Authorized Routes for any public purpose.

Section 3.2 Other Permittees.

The City does not agree to restrict the number of Interoffice Telecommunications Systems, franchises, licenses or permits in any part of the City. The permission and authority herein granted are not intended to limit or modify any franchise, license or permit previously granted or which may be granted by the City to any other entity for use of the Public Ways. Therefore, the Grantee, recognizing the rights of other franchisees, licensees and permittees in the Public Ways, shall exercise the authority herein granted in such a manner as not to interfere unreasonably with the rights of other prior or future franchisees, licensees and permittees in the Public Ways and to act so as not to endanger or to impair the facilities of any other such franchisee, licensee or permittee. Prior and future franchisees, licensees or permittees shall also, in like manner, be required to respect the Grantee's rights and not unduly interfere with those rights.

Section 3.3 City's Rights Over Authorized Routes.

3.3.1 City's Authority Is Paramount.

At Grantee's own risk, upon notice given as provided in Section 3.3.2 the City may make use in the future of the Authorized Routes in which Grantee's System is located in a manner inconsistent with Grantee's use thereof, provided Grantee shall be given the opportunity, if feasible, to relocate its systems within the Public Way as provided in Section 3.3.2.

3.3.2 Removal And Relocation.

The City reserves the right to exercise its police or proprietary powers, to modify, vacate or transfer what is now the Authorized Routes for a public purpose. Grantee acknowledges that the City has predominant right to use the Authorized Routes in the placement, maintenance and repair of sewers, water mains and other public utility facilities or to relocate or remove Grantee's System where the City determines public convenience would be enhanced or for any other public purpose, including, but not limited to, the use of the Authorized Routes for public transportation purposes.

The permit referred to in Section 11.1 maybe amended or revoked in whole or in part by the Director whenever the Director or the Commissioner of the Department of Transportation considers it necessary or advisable for a public purpose. Grantee shall make no claim for costs or damages against the City by reason of such removal or relocation provided advance notice is given and such removal or relocation is required for a proper public purpose. Upon thirty (30) days written notice to Grantee of partial or complete revocation of such permit from the Director, Grantee shall remove, modify, replace or relocate all or any

portion of its facilities as required at its own expense. Said thirty (30) day period maybe extended by the Director at his or her sole discretion. In the event that Grantee does not remove, modify, replace or relocate its facilities as required by said notice within the thirty (30) day period (or extension thereof) described in the preceding sentence, the Director may cause the same to be done at Grantee's expense and all expenses incurred or damages paid by the City on account of such action shall be paid by Grantee upon demand. Grantee shall remove, replace or relocate or modify at its own expense, the installation of any of its facilities as may be deemed necessary by any other appropriate governmental authority to meet its proper responsibilities. In the event the City exercises its predominant right to use any part of the Authorized Routes for a public purpose, the City shall reasonably cooperate with Grantee in finding an alternate site for any telecommunications facilities removed and in avoiding disruption to Grantee's Services. In an emergency, as determined by the Commissioner of the Department of Transportation, the City may order Grantee to remove or relocate its facilities within forty-eight (48) hours. Upon receipt of such notice, City and Grantee shall provide for such removal or relocation as promptly as possible within such time frame as shall be reasonable and Grantee shall diligently proceed on such agreed-on basis. If the City exercises any of its rights pursuant to this Section 3.3, Grantee shall have the option, upon notice to the Director, of abandoning the portion of its System to be removed or relocated and deleting such portion from the Authorized Routes. Any relocation or abandonment of Grantee's System pursuant to this Section 3.3.2 shall be conducted with the approval of the Director and shall be automatically considered within the Authorized Routes and an amended or restated Exhibit 1 shall be filed with this ordinance. The calculation of the Annual Fee shall be adjusted according to such abandonment or relocation.

3.3.3 Fire Or Other Disaster.

Wherever, in case of fire or other disaster, it becomes necessary in the judgment of the City to remove or damage any part of Grantee's System, no charge shall be made by Grantee against the City for restoration and repair.

3.3.4 Temporary Relocation Or Removal.

At the request of any person holding a valid building permit issued by the City or other appropriate government authority and upon reasonable notice, depending on the circumstances, but not, in any case, less than thirty (30) days, Grantee shall temporarily raise, lower or remove its cables as may be necessary for the performance of the work so permitted, subject to payment in advance by the permit holder to the Grantee of the direct expenses of such temporary move, including standby time.

Section 3.4 No Burden On Public Ways.

Grantee shall not attempt to construct or install its Interoffice Telecommunications System in such a fashion as to unduly burden the present or future use of the Authorized Routes. In designing its System, Grantee shall not provide for conduit space in excess of Grantee's present or reasonably anticipated future needs. The Commissioner of the Department of Transportation is authorized to regulate the size of the conduit system used or to be used by Grantee, as well as other physical characteristics of Grantee's System. In the event that the Commissioner of the Department of Transportation shall determine that any portion of Grantee's System, either planned or presently constructed, unduly burden any portion of the Public Ways, now or in the future, Grantee shall be required either to modify its System, or to take such actions as the Commissioner of the Department of Transportation shall determine for the sake of public convenience to eliminate the problem within the time frame provided by the Commissioner of the Department of Transportation and the Code. Failure to comply with this Section 3.4 in a timely fashion shall be grounds for revocation of the permit described in Section 11.1.

SECTION 4. Change Of Control Or Transfer.

Section 4.1 Change Of Control.

4.1.1 Privilege Is Personal To Grantee.

Other than pursuant to a Permitted Transfer as hereinafter defined, the rights granted pursuant to this ordinance shall be a privilege to be held in personal trust by Grantee. Grantee shall not transfer, assign or lease the rights granted in this ordinance or its ownership or operation of its System, or any portion thereof, through sale, merger, corporate reorganization, consolidation, foreclosure, leaseback or in any other manner transfer, lease or assign in any manner any conduit space occupied by its System, without prior consent of the City Council expressed by resolution and then only on such conditions as may be therein prescribed. Any sale, transfer, lease, assignment or other transfer not made according to the procedures set forth in Section 4 shall void the rights granted by this ordinance. The sale, transfer, lease, assignment or other transfer in bulk of a major portion of the tangible assets of Grantee other than pursuant to a Permitted Transfer shall be considered a transfer subject to the provisions of this Section 4. Notwithstanding anything in this Section 4.1.1, Grantee may form a wholly-owned subsidiary and assign its rights under this Agreement to such subsidiary without prior consent of the City Council; provided, however, that Grantee shall provide notice of such assignment and full disclosure to the Director as to the nature of such subsidiary within thirty (30) days of such assignment.

4.1.2 Authorization By City Council.

Any transfer ("Permitted Transfer") described in Section 4.1.1 authorized by a bill of sale or similar document, an executed copy of which shall be filed with the Director within thirty (30) days after any such transfer, provided, however, that the transferee must agree to comply with this ordinance and amendments thereto, and must be able to provide proof of its legal, technical, financial and character qualifications as determined by the City and provide disclosure of ownership interests as required by Chapter 2-154 of the Code and provide such other certifications as the City shall require.

4.1.3 Disclosure Of Ownership.

Prior to adoption of this ordinance, Grantee has submitted to the Director the Economic Disclosure Statement required by Chapter 2-154 of the Code. Grantee, or any transferee or assignee permitted hereunder, within thirty (30) days of any such transaction, shall file an amendment to the foregoing statement of ownership interest with the Director in the event ownership of ten percent (10%) or the right to control Grantee is acquired during the term of this ordinance by any person or one or more groups of persons acting in concert after the date of passage of this ordinance.

SECTION 5. Compensation.

Section 5.1 Annual Fee.

Except as set forth below, throughout the term of this ordinance, Grantee agrees to pay the City for the use of the Authorized Routes the Annual Fee of Sixty-five Thousand Three Hundred Fifty-one and 10/100 Dollars (\$65,351.10) on or prior to the anniversary date of this ordinance representing payment for the succeeding year. The Annual Fee shall be due in advance of the year to which it relates. An amount representing the first year's Annual Fee shall be payable within thirty (30) days after passage of this ordinance.

Section 5.2 Separate Charge.

Payment by Grantee to the City of the Annual Fee is separate from, and in addition to, any and all federal, state, local and municipal taxes, as may be due, which are separate and distinct obligations of Grantee.

Section 5.3 Subsequent Action Affecting Compensation.

If during the term of this ordinance any court, agency or other authority of competent jurisdiction takes any action, or makes any declaration, that

adversely affects the legality or collection of the Annual Fee, the City and Grantee shall enter into negotiations to amend this ordinance to make the City whole in a manner consistent with said action or declaration by restoring the City to a position equivalent to that which it held prior to said action or declaration.

Section 5.4 Other Fees.

In addition to and unrelated to the payment of the Annual Fee, Grantee shall pay all other fees necessary to obtain federal, state, local and City licenses, permits and authorizations required for installation, repair, maintenance or operation of its System; provided, however, that no fee shall be especially imposed on Grantee by the City for any such license, permit or authorization other than standard fees of general application required by City ordinance or the Code, which fees include, but are not limited to, fees required in connection with obtaining electrical wiring permits from the Building Department. Grantee shall also pay such additional fees for the use of City-owned conduits as may be required by the Code.

SECTION 6. Insurance And Indemnification.

Section 6.1 Insurance.

Prior to issuance of the permit described in Section 11.1 and at all times during the term of this ordinance, and thereafter, during such time as may be required to remove Grantee's System and restore the Authorized Routes to their prior condition, Grantee shall obtain, pay all premiums for, and file with Risk Management on the City's standard Certificate of Insurance form attached hereto as Exhibit 2, of the insurance coverages covering all risk associated with the installation, repair, maintenance, removal and operation of Grantee's System specified below:

(A) Workers' Compensation And Occupational Disease Insurance.

Workers' Compensation and Occupational Disease Insurance, in accordance with the laws of the State of Illinois, or any other applicable jurisdiction, covering all employees who are to provide a service under this ordinance and Employer's liability coverage with limits of not less than Five Hundred Thousand Dollars (\$500,000) each accident or illness.

(B) Commercial Liability Insurance.

Commercial Liability Insurance or equivalent with limits of not less than Five Million Dollars (\$5,000,000) per occurrence, combined single limit

for bodily injury, personal injury and property damage liability. Coverage extensions shall include the following: all premises and operations, products/completed operations, explosion, collapse, underground, independent contractors, cross liability and contractual liability (with no limitation endorsement). The City of Chicago, its employees, elected officials, agents and representatives are to be named as additional insureds on a primary, noncontributory basis for any liability arising directly or indirectly from the work. Any self-insured retention provision must be approved in advance by Risk Management.

(C) Railroad Protective Liability Insurance.

When any work is to be done adjacent to or on railroad or C.T.A. rapid transit facilities property with respect to the operations Grantee or any Contractor performs, Railroad Protective Liability Insurance in the name of the transit entity shall be provided. The policy shall have limits of not less than Two Million Dollars (\$2,000,000) per occurrence, combined single limit and Six Million Dollars (\$6,000,000) in the aggregate, for losses arising out of injuries to or death of any and all persons, and for damages to or destruction of property, including the loss of use thereof. In lieu of providing Railroad Protective Insurance, the exclusion for work around railroads in the Commercial Liability Insurance set forth in (B) above may be deleted.

(D) Automobile Liability Insurance (Primary And Umbrella).

When any motor vehicles are used in connection with the construction, installation, maintenance and operation of Grantee's System, Automobile Liability Insurance shall be maintained with limits of not less than Five Hundred Thousand Dollars (\$500,000) per occurrence, combined single limit, for bodily injury and property damage. The City is to be named as an additional insured.

(E) Professional Liability Insurance.

Any work on Grantee's System done within the Chicago Freight Tunnels must have Professional Liability Insurance.

When any architects, engineers, or consulting firms or construction management firms perform work in connection with this ordinance, Professional Liability Insurance covering acts, errors or omissions shall be maintained with limits of not less than Five Million Dollars (\$5,000,000). Coverage extension shall include contractual liability. When policies are renewed or replaced, the policy retroactive date must

coincide with, or precede, start of work on the contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

In lieu of purchasing the above coverages, Grantee may file a Certificate of Self-Insurance provided that such Certificate is satisfactory to Risk Management.

Section 6.2 Qualified Companies.

All insurance policies called for in this ordinance shall be issued by companies authorized to do business in Illinois and satisfactory to Risk Management and each insurance policy shall be satisfactory to Risk Management. Each insurance policy shall contain a covenant or endorsement of the insurance company to provide sixty (60) days written notice by registered mail of the insurance company's intention to cancel, substantially change or not to renew such policy to both Risk Management and the Grantee, and Grantee shall in the event of any such notice, obtain, pay premiums for, and file with Risk Management written evidence of the issuance of termination notice. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the ordinance have been fully met or that the insurance policies indicated on the certificates are in compliance with all the ordinance requirements. The failure of the City to obtain certificates or other insurance evidence from the Grantee shall not be deemed to be a waiver by the City. The Grantee shall advise all insurers of the ordinance provisions regarding insurance. Nonconforming insurance shall not relieve Grantee of its obligation to provide insurance as specified herein. Failure to carry or keep such insurance in force throughout the period set forth in Section 6.1 shall constitute a material violation of this ordinance. The City reserves the right to stop any work related to Grantee's System until proper evidence of insurance is furnished. The foregoing requirements are supplementary to requirements for insurance set forth in Chapter 10-20, et seq., of the Code. To the extent such requirements are not included herein, Grantee shall also meet such requirements of the Code, Chapter 10-20, et seq.

Section 6.3 Right To Require Replacement Of Insurance.

If the financial condition of any insurance company providing an insurance policy pursuant to Section 6 or if Grantee's financial condition materially and adversely changes, Risk Management may, at any time, require that such insurance policy provisions be replaced with such other insurance policy consistent with the requirements set forth in Section 6.

Section 6.4 Alteration.

Grantee shall not materially change or alter the terms or conditions of the insurance policies referred to herein or replace or cancel said insurance policies without prior approval of Risk Management.

Section 6.5 City's Right To Increase Minimum Limits.

In the event of changed circumstances that would render the limits of the insurance policies set forth in this Section 6 inadequate, Risk Management reserves the right to reasonably increase the minimum required limits of such insurance policies upon sixty (60) days written notice to Grantee in order to ensure adequate protection for the City. Within sixty (60) days after such notice, Grantee shall increase such limits to an amount equal to or greater than the increased minimum amounts.

Section 6.6 Subcontractors.

The Grantee shall require all Contractors to carry the insurance required herein, or Grantee may provide the coverage for any or all subcontractors, and, if so, the evidence of insurance submitted shall so stipulate.

Section 6.7 Deductibles And Retentions.

Any and all deductibles or self-insured retentions on referenced insurance coverage shall be borne by Grantee or its Contractors.

Section 6.8 Waiver Of Subrogation.

Grantee and any of Grantee's Contractors agree that all insurers issuing coverage related to Section 6 shall waive rights of subrogation against the City, including its appointed and elected officials, representatives, agents and employees.

Section 6.9 No Excuse From Performance.

None of the provisions contained herein, nor the insurance policies required herein, shall be construed to excuse the faithful performance by Grantee of the terms and conditions of this ordinance or limit the liability of the Grantee under this ordinance for any and all damages in excess of the amounts of such insurance policies. Any insurance protection furnished by the Grantee

hereunder shall in no way limit its responsibility to indemnify and save harmless the City under the indemnity provisions of this ordinance.

Section 6.10 No Contribution.

Grantee expressly understands and agrees that any insurance or self-insurance programs maintained by the City shall apply in excess of and not contribute with insurance provided by the Grantee under the Agreement.

Section 6.11 No Effect Of Indemnities.

The required insurance shall not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity therein given as a matter of law.

Section 6.12 Higher Coverages.

If Grantee, or its Contractors, desire additional coverage, higher limits of liability, or other modifications for its own protection, the Grantee and each of its Contractors, shall be responsible for the acquisition and cost of such additional protection.

Section 6.13 Indemnity.

Grantee shall be solely responsible for the support, safety and protection of its System and the Authorized Routes being used by Grantee and for the safety and protection of all persons and all property coming into contact with Grantee's facilities or their operations. Grantee shall, at its sole cost and expense, indemnify, defend, keep and save harmless the City, its officials, boards, commissions, agents and employees (collectively, the "Indemnified Parties") against any and all suits, causes of action, proceedings and judgments, claims, losses, damages (whether such claims and damages are for personal injury, property damage or interruption of utility service), liabilities, judgments, costs and expenses (collectively, referred to as "Claims") arising out of, caused by or directly resulting from the grant of rights pursuant to the ordinance and Grantee's installation, maintenance and operation of its System; provided that the Indemnified Parties may not be indemnified to the extent a court of final adjudication determines that a Claim or portion thereof has been caused by negligence of the City. The City shall have the right, at its option and at Grantee's expense to participate in the defense of any suit without relieving Grantee of any of its obligations under this section. The term "Claim" specifically shall be deemed to include, but not be limited to, any liability for the

payment of Workers' Compensation under Illinois law which the City is required to make and the Grantee shall reimburse the City for any such payments made by the City. Grantee, in accepting the terms of this ordinance, shall be deemed as a condition of its acceptance, to understand and agree that the insurance required by Section 6 of this ordinance shall in no way limit the responsibility of Grantee to indemnify, keep and save harmless and defend the Indemnified Parties pursuant to this section. Indemnified expenses shall include, but not be limited to, all out-of-pocket expenses of the Indemnified Parties, such as reasonable attorneys' fees, and shall also include the reasonable value of any services rendered by the Corporation Counsel or his or her other assistants or any consultants, employees or agents of the City. The indemnities contained in this section shall survive the expiration or repeal of the ordinance.

SECTION 7. Construction And Installation Of Grantee's System.

Section 7.1 Construction And Installation Procedures; Letter Of Credit.

- (A) Grantee shall not access the public ways to construct, install or modify its System without prior approval of the Commissioner of the Department of Transportation, the issuance of a permit therefor and the payment of applicable permit fees. Grantee shall also obtain a public work license under Chapter 10-20 of the Code if required thereunder and a letter of credit in such amounts as may be required under said Chapter 10-20 and attendant regulations. Grantee shall submit to the Commissioner of the Department of Transportation documents which set forth the project purposes, specifications, exact proposed locations, standards and procedures for construction and installation of its System including size and depth of conduits and cables (the "Construction Documents"). Said specifications, standards and procedures shall be consistent with the applicable standards of the telecommunications industry and shall, at a minimum, establish procedures to ensure quality work and provide for the safety and protection of residents and property. Said Construction Documents shall be submitted to the Commissioner of the Department of Transportation for review and approval prior to commencement of construction, installation or modification of Grantee's System and shall be modified as said Commissioner may require in the interest of public safety or to comply with applicable provisions of the Code and City regulations or where mutually agreed on by the City and Grantee. Any application for permits shall be subject to compliance with the Board of Underground procedures and the guidelines set forth in Section 19 of this ordinance and the modification, to the extent deemed necessary by the Commissioner of the Department of Transportation, of any Construction Documents to comply with such procedures and guidelines, and of any

requirements for a letter of credit pursuant to Chapter 10-20 of the Code and attendant regulations.

(B) Grantee shall provide the City with an irrevocable unconditional letter of credit in the form attached hereto as Exhibit 7, in the principal amount of Five Thousand Dollars (\$5,000) naming the City as beneficiary. Said letter of credit (or any replacement letter of credit) shall be provided for the length of this ordinance and for such period of time thereafter as is required by Chapter 10-20 of the Code and attendant regulations. Said letter of credit shall be used to ensure the faithful performance by Grantee of all provisions of this ordinance and compliance with all orders, licenses, permits and directions of any agency, commission, board, department, division or office of the City having jurisdiction over Grantee's acts or defaults under this ordinance and for payment by Grantee of any penalties, liens, claims and taxes due the City which arise by reason of the construction, installation, operation or maintenance of Grantee's System. Such letter of credit may be drawn upon under either of or both of the following circumstances:

1. in the event the Grantee: (i) has failed to pay the City any compensation due the City within the time fixed in this ordinance; or (ii) has failed to repay the City within ten (10) days of any damages, expenses or costs which the City is compelled to pay by reason of Grantee's act or omission to act in connection with this ordinance (except for matters covered under Chapter 10-20 of the Code); or (iii) has failed after three (3) days notice to Grantee of such failure to comply with any provisions of this ordinance which the Director of the Department of Revenue has reasonably determined can be remedied by a draw on the letter of credit, the City can immediately draw up to the amount thereof outstanding, with interest and penalties, if any, from the letter of credit. Upon such demand for payment, the City shall notify the Grantee of the amount thereof; and
2. under such circumstances and subject to such conditions which are set forth in Chapter 10-20 of the Code, attendant regulations, and any license required thereunder for public way work.

(C) The letter of credit called for in this ordinance shall be issued by a financial institution authorized to do business in Illinois that is an insured depository institution (as defined in 12 U.S.C. §1813) and satisfactory to the City Comptroller. The financial institution issuing the letter of credit shall be located or have a branch within the City and shall

carry an investment grade rating from a major rating company. The City shall be entitled to draw on any letter of credit provided the City which expires (either by its terms or because of non-renewal) on a date prior to the termination date of this ordinance at least thirty (30) days prior to the expiry date thereof unless either (i) proof of renewal of such letter of credit satisfactory to the City's Departments of Transportation and Revenue has been furnished to the City or (ii) a replacement letter of credit has been approved by the City's Departments of Transportation and Revenue prior to such draw date. The City also reserves the right to stop any work related to the carrying out of this ordinance until the letter of credit is furnished. If the financial condition of any letter of credit issuer issuing a letter of credit pursuant hereto materially and adversely changes, the City may, at any time, require that such letter of credit be replaced with such other letter of credit consistent with the requirements set forth in this section. Grantee shall not materially change or alter the terms or conditions of the letter of credit referred to herein or replace or cancel said letter of credit without prior approval of the City's Risk Management Office. None of the provisions contained herein nor the letter of credit required herein shall be construed to excuse the faithful performance by the Grantee of the terms and conditions of this ordinance or limit the liability of the Grantee under this ordinance for any and all damages in excess of the amounts of such letter of credit.

Section 7.2 Maintenance Requirements And Standards.

7.2.1 In General.

Grantee shall maintain and operate, as now constructed, its System in a safe, orderly and workmanlike manner utilizing only materials of good, durable quality with due respect for engineering considerations and in accordance with applicable federal, state and local laws and regulations, including but not limited to, the standards set by the City's Department of Transportation and the Buildings Department.

7.2.2 Compliance Standards.

Grantee shall at all times comply with the following:

- (A) U.L. Code (latest edition).
- (B) Applicable provisions of the Code.
- (C) Written standards of the Department of Transportation and the Buildings Department applicable to Grantee's installation, operation and maintenance of its Systems.

7.2.3 "As Built" Drawings.

Grantee shall update its as-built drawings previously filed with the City within sixty (60) days of a material change whenever material changes are made to Grantee's System which impact the Public Ways and submit such updated drawings to the Commissioner of the Department of Transportation. Said drawings shall at a minimum include cable routings and the location of amplifiers, power supplies and system monitor test points.

7.2.4 Emergency Or Disaster.

In case of emergency or disaster, Grantee shall, upon request of the City, make available its facilities to the City, without cost.

7.2.5 Use Of Existing Conduits.

Grantee shall use existing conduits and other facilities whenever economically feasible and shall not install any new, different or additional conduits or other facilities for its Systems without approval of the City and any other applicable governmental agency. If Grantee is using existing conduit owned by any other person, Grantee shall comply with all applicable City safety standards as well as the safety standards imposed by the entities owning the existing conduit and any applicable tariffs.

7.2.6 Adjoining Property Owners.

All Grantee's System shall be installed and located so as to cause minimum interference with the rights and appearance and reasonable convenience of adjoining property owners and at all times shall be kept and maintained in a safe condition and in good order and repair. Grantee shall at all times employ reasonable care and shall install and maintain and use commonly accepted methods and devices for preventing failure and accidents which are likely to cause damage, injuries or nuisance to the public. Suitable barricades, flags, lights or other devices shall be used at such time and place as are reasonably required for the safety of all members of the public. Any fixtures placed in any Public Ways by Grantee shall not interfere with the usual and customary uses of, or any specifically permitted or licensed use of, the Public Ways.

7.2.7 Adjustment Of Utility Facilities.

In the event that the location of Grantee's System will require an adjustment of the location of existing public and private utility facilities, Grantee must

obtain written consent of the owner of such utility including, where applicable, all relevant City departments, to such adjustment and make such arrangements for the payment or reimbursement of the cost of such adjustments as are satisfactory to the owner of such utility including, where applicable, all relevant City departments. In no case shall Grantee be entitled to perform such adjustment or disturb such utility facilities without the written consent of the owner of such utility.

7.2.8 Electrical Permit.

All installation work for Grantee's System, after passage of this ordinance, shall be performed by electrical contractors licensed pursuant to Chapter 86 of the Code.

Section 7.3 Restoration.

In the event of disturbance of the Public Ways or private property by Grantee, Grantee shall, at its own expense and in a manner approved by the City or other appropriate governmental authority and/or the owner of such private property, rebuild, restore and repair the Public Ways, including sidewalks, or private property in as good a condition as before the work causing such disturbance was done. In the event Grantee fails to perform such rebuilding, replacement or restoration, the City or the owner shall have the right to do so at the sole expense of Grantee.

Section 7.4 Suspension Or Revocation Of Construction Permit.

The Commissioner of the Department of Transportation may suspend or revoke any permit issued by the Department of Transportation or take any action he or she deems necessary, including the stopping of work, should Grantee violate the terms of said permit, until said violation has been corrected to said Commissioner's satisfaction.

Section 7.5 Other Requirements And Approvals.

The provisions contained in this Section 7 are supplemental to and not in substitution of applicable provisions of Chapter 10-20, et seq. of the Code and attendant regulations, including the procurement of a letter of credit consistent with and pursuant to Chapter 10-20 of the Code and attendant regulations. Issuance of a permit by the Commissioner of the Department of Transportation as to the installation of any portion of Grantee's System does not waive other applicable requirements of federal or Illinois law or the Code (including said Chapter 10-20) and Grantee shall comply with such other requirements. Grantee

is further responsible for obtaining approvals related to Grantee's use of the Authorized Routes contemplated in this ordinance from other applicable City departments (such as the Department of Streets and Sanitation and the Buildings Department) in a timely fashion when and as required by the Code.

SECTION 8. Inspection And Physical Audit.

Section 8.1 Inspection.

The City reserves the right to make, at any time after the date of passage of this ordinance and throughout the duration of this ordinance, physical on-site inspections of Grantee's System, including Grantee's telecommunications terminals. Grantee will accommodate the City's monitoring needs by providing the Department of Revenue and the Department of Transportation a map and the "as built" drawings required by Section 7.2.3 which Grantee shall update annually or indicate "no change" (as the case may be) and shall submit these documents to the City at the time of Grantee's payments of its Annual Fee. These documents submitted will identify the locations of all terminals and junction boxes, and the linear footage of each portion of Grantee's System located in the Public Ways.

Section 8.2 Physical Audit.

In the event that the Director has reason to believe at any time that there is a material discrepancy between information submitted by Grantee pursuant to this Section 8 and the size, location or nature of Grantee's System, then the Department of Revenue may send its own personnel, or hire an engineering firm of the Department's choice (the "City's Inspector"), to perform an unannounced physical audit of Grantee's Telecommunications System. Grantee shall cooperate with such an audit. Grantee shall pay the reasonable costs and fees of any such physical audit. If the City's Inspector determines and establishes in said audit that a material discrepancy exists between the results of such physical audit and the information contained in the specifications, summaries, maps and drawings that Grantee has placed on file with the City pursuant to Sections 7.2.3 of this ordinance, Grantee shall owe the City the sum of any underpayment which has resulted from the discrepancy (plus liquidated damages, if applicable, as specified in Section 10), and shall pay to the Department of Revenue, within thirty (30) days of Grantee's receipt of the Director's decision the costs and fees of the audit by the City's Inspector as well as any required follow-up by the City's Inspector.

Section 8.3 Trespassing Facilities.

Any portion of Grantee's System in the Public Ways but not along the Authorized Routes is known as a "Trespassing Facility". Upon discovery of a Trespassing Facility by the City, the Director shall have the following options:

- (A) order the immediate removal of the Trespassing Facilities from the Public Ways;
- (B) seek to obtain liquidated damages to the extent provided pursuant to Section 10 hereof; and/or
- (C) seek other remedies available to the City under the Code, this ordinance or under Illinois law; provided that the Director may waive for a period of thirty (30) days any such sanctions in the event he or she determines that (i) the trespass was inadvertent and (ii) Grantee is making a timely and reasonable effort to remove or relocate the Trespassing Facility promptly, so as to correct any violation of this ordinance. The Director may extend this thirty (30) day correction period for circumstances beyond the reasonable control of Grantee, but only upon receipt and approval by the Director of Grantee's timetable specifying the anticipated date the Trespassing Facility will be removed or relocated.

Section 8.4 Annual Certifications.

Annually, on or before June 1, and commencing June 1, 2007, Grantee shall deliver to the Director a certificate substantially in the form of Exhibit 3, signed by an authorized officer of Grantee, stating that (A) Grantee has provided no Services along the Authorized Routes with the objective of generating revenue or profit, operating or maintaining a public switch network or operating a Cable Television System; (B) and the Grantee shall provide no Services for sale, re-sale, exchange or lease to any Third Party using Grantee's System located within the City.

SECTION 9. Repeal Of Privileges.

Section 9.1 Basis For Repeal Of Ordinance.

This ordinance may be repealed in accordance with its terms by the City Council, upon referral from the Mayor or on its own motion, at any time.

Section 9.2 Removal Or Abandonment Of Grantee's Interoffice Telecommunication System.

9.2.1 Removal By Grantee.

Upon repeal of this ordinance pursuant to Section 9.1, or upon revocation or termination of the privilege herein granted, the Grantee, without cost or expense to the City, shall promptly remove or abandon in place, at the option of

the City, its System and restore the Public Ways to the satisfaction of the Director and the Commissioner of the Department of Transportation and in accordance with this ordinance and the Code. In all cases, such facilities which are not removed within six (6) months of such date of termination or revocation shall become the property of the City. In determining whether and the extent to which such facilities shall be removed or abandoned, the Director shall take into account the best interests of the City and shall consider all other relevant factors.

9.2.2 Removal By The City.

In the event of the failure or refusal of the Grantee to remove facilities or restore the Public Ways where facilities are removed as required by Section 9.2.1, the City may remove or cause the removal of Grantee's System provided the City shall be reimbursed by Grantee for the total costs of such removal.

SECTION 10. Sanctions.

Section 10.1 Liquidated Damages.

The events set forth below will result in damages that will be impracticable or difficult to ascertain. Grantee, therefore, shall pay the City the sum of One Hundred and no/100 Dollars (\$100.00) a day from the date of receipt of written notice of the violation and the expiration of the applicable grace or cure period described below until the violation is corrected or resolved to the City's reasonable satisfaction, which amount shall not be considered in the nature of a penalty. Such written notice is to be given to the parties set forth in Section 20.2 by certified mail. Such events are as follows:

- (A) installation of "Trespassing Facilities" as defined in Section 8.3 of this ordinance;
- (B) material nonconformance of Grantee's Telecommunications System or any portion thereof with the standards of general applicability of the City set forth in the Code or furnished in writing by the Department of Transportation or the Buildings Department;
- (C) failure to remove, modify, replace or relocate facilities within the permitted time frame (and granted extensions) after notice from the Director or the Department of Transportation to remove, modify, replace or relocate such facilities pursuant to Section 3.3.2 or Section 9.2.1.

Notwithstanding anything set forth above in Section 10.1, in the event of the occurrence of any of the events described in Section 10.1(A), (B) or (C) above, with respect to removal and relocation not involving a risk to the public or the delay of a public purpose or project, Grantee shall be entitled to a grace period of fifteen (15) days in which to initiate action to cure or reverse any such event or occurrence and further provided that Grantee shall have provided the City with notice of the initiation of such action, facts to reasonably demonstrate to the City that Grantee is proceeding with reasonable diligence to pursue and conclude such action, and an estimated date of completion of such action, prior to the end of such fifteen (15) day grace period. Upon approval of the Director, Grantee shall be entitled to an additional fifteen (15) day grace period in which to cure or reverse any such event or action. No liquidated damages shall accrue or be payable during such grace periods.

Section 10.2 Other Rights Of City.

The right of the Director to impose upon Grantee liquidated damages pursuant to Section 10.1 shall be in addition to any other rights or remedies the City has under this ordinance, the Code or other applicable laws including the right of the City Council to repeal this ordinance pursuant to Section 9 and the right of the Director under Section 11.2 to revoke the permit described in Section 11.1.

Section 10.3 No Waiver Of Rights.

The decision by the Director to forego the imposition of liquidated damages or other monetary sanctions in a particular instance shall in no way act to waive the City's rights under this section with respect to subsequent violations of this ordinance.

SECTION 11. Permit Needed.

Section 11.1 Permit.

The permission and authority herein granted shall not be exercised until (i) Grantee has filed a written acceptance of the terms of this ordinance executed by Grantee containing such representations and in such form as is satisfactory to the Director and the City's Corporation Counsel, (ii) proof of insurance as required in Section 6 hereof has been submitted to and approved by Risk Management, (iii) payment of the first year's Annual Fee of Sixty-five Thousand Three Hundred Fifty-one and 10/100 Dollars (\$65,351.10) and the other amounts required in Section 5.1 have been made to the Department, and (iv) a permit authorizing use of the Authorized Routes pursuant to the length of term specified in Section 2 has been issued to Grantee by the Director.

Section 11.2 Revocation Of Permit.

In addition to the provisions of Section 3.3.2 and of Section 7.4, the Director may revoke the permit referred to in Section 11.1 if Grantee at any time shall fail to comply with the provisions and conditions of this ordinance and the Director, in exercise of his or her discretion, shall determine that revocation is necessary and proper. In case of such revocation, the City shall be entitled to its remedies hereunder, under the Code and under Illinois law. Such permit may be reinstated by the Director if the Director, in the exercise of his or her discretion, concludes that the cause of such revocation has been cured by Grantee in a timely fashion.

SECTION 12. Special Conditions.

Section 12.1 No Recourse.

Except as expressly provided in this ordinance or at law, Grantee shall have no recourse against the City for any loss, expense or damage resulting from the terms and conditions of this ordinance or because of the City's enforcement thereof nor for the City's failure to have authority to grant the rights conveyed in this ordinance. In applying for its permit pursuant to Section 11.1, Grantee will be deemed to agree to this ordinance, relying upon its own investigation and understanding of the power and authority of the City to grant the Grantee the rights and privileges granted under this ordinance.

Section 12.2 Compliance With Applicable Laws.

In installing, operating and maintaining its System, Grantee shall comply with all applicable laws and regulations of the United States of America and its agencies (including, but not limited to, the regulations and standards of the Federal Occupational Safety and Health Administration), the State of Illinois, all applicable ordinances and executive orders of the City, all applicable regulations of the Federal Communications Commission and the Illinois Commerce Commission and such laws shall be considered part of this ordinance as set forth herein.

Section 12.3 Underground Facilities Agreement.

If the Commissioner of the Department of Transportation shall determine that it is in the public interest and so directs in writing, Grantee may apply for and, if accepted, enter into membership in any City-sponsored utility alert network for underground facilities ("C.U.A.N.").

Section 12.4 McBride Principles.

If Grantee conducts any business operations in Northern Ireland, it is hereby required that Grantee make all reasonable and good faith efforts to conduct any such business operating in Northern Ireland in accordance with the McBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 (1988 Ill. Laws 3220).

Section 12.5 Compliance With The Environmental Laws.

(A) Compliance.

Grantee shall comply with all laws relating to environmental matters including, without limitation, those relating to fines, orders, injunctions, penalties, damages, contribution, cost recovery compensation, losses or injuries resulting from the release or threatened release of Hazardous Materials, special wastes or other contaminants including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §9601, et seq.), the Hazardous Material Transportation Act (42 U.S.C. §1801, et seq.), the Resource Act (33 U.S.C. §1251, et seq.), the Clean Air Act (42 U.S.C. §7401, et seq.), the Toxic Substances Control Act of 1986 (15 U.S.C. §2601, et seq.), the Safe Drinking Water Act (42 U.S.C. §300f), the Occupational Safety and Health Act of 1970 (29 U.S.C. §651, et seq.), the Emergency Planning and Community Right-to-Know Act (42 U.S.C. §11001, et seq.), the Illinois Environmental Protection Act (415 ILCS 5/1, et seq.) and the Chicago Municipal Code, each as amended or supplemented, and any analogous future or present state or federal statutes, rules and regulations promulgated thereunder or pursuant thereto, and any other present or future law, ordinance, rule, regulation, permit or permit condition, order or directive regulating, relating to or imposing liability or standards of conduct concerning any Hazardous Materials or by the federal government, any state or political subdivision thereof, or any agency, court or body of the federal government, any state or any political subdivision thereof, exercising executive, legislative, judicial, regulatory or administrative functions (collectively "Environmental Laws").

If any of the above Environmental Laws require the Grantee to file any notice or report of a release or threatened release of Hazardous Materials or special wastes on, under or about any premises used by Grantee to perform the services required hereunder, the Grantee shall provide a copy of such report or notice to the City. In the event of a release or threatened release of Hazardous Materials, special waste or other contaminants into the environment by Grantee or its Contractors or in the event any claim, demand, action or notice is made against the Grantee regarding the Grantee's failure or alleged failure to comply with any of the above Environmental Laws, in regard to activities related to Grantee's System, Grantee

shall immediately notify the City in writing and shall provide the City with copies of any written claims, demands, notices or actions so made. Grantee shall comply with the rules and regulations stated in any applicable mandatory recycling ordinance enacted or amended by the City Council of the City of Chicago.

If Grantee fails to comply with any of the above referenced Environmental Laws, the City may terminate this ordinance in accordance with the default provisions of this ordinance.

For purposes of this provision, the following definitions shall apply:

“Hazardous Materials” means friable asbestos or asbestos-containing materials, polychlorinated biphenyls (PCBs), petroleum or crude oil or any fraction thereof, natural gas, special nuclear materials; and by product materials regulated under the Atomic Energy Act (42 U.S.C. §201, et seq.), pesticides regulated under the federal Insecticide Fungicide and Rodenticide Act (7 U.S.C. §136, et seq.) and any hazardous waste, toxic or dangerous substance or related material, including any material defined or treated as “hazardous substance”, “hazardous waste”, “toxic substance” or contaminant (or comparable term) under any of the Environmental Laws.

“Special Wastes” means those substances as defined in Section 415 ILCS 5/3.45 of the Illinois Environmental Protection Act, and as further referred to in Section 809-13 of 35 Illinois Code, Subtitle G, Chapter 1.

(B) Environmental Permits.

1. To the extent required by the Environmental Laws, Grantee must keep current throughout the term of this ordinance, waste hauling, Special Waste hauling, disposal permits and insurance certificates required by federal, state, city or local government body or agency pursuant to any Environmental Law, if any, and at the request of the City, show evidence thereof.
2. When requested by the City, the Contractor shall submit copies of any hauling permits required by any Environmental Law. To the extent requested by the City, copies of all permits that require periodic renewal must be forwarded to the City throughout the duration of this ordinance. Noncompliance with this requirement maybe cause for termination of this ordinance.
3. Environmental Records and Reports: Grantee shall be required to prepare and maintain proper, accurate and complete records of

accounts of all transactions related to its operation of the Public Ways, including, but not limited to, the following:

- a. Vehicle maintenance records.
- b. Safety and accident reports.
- c. I.E.P.A. or O.S.H.A. manifests.
- d. Disposal records, including disposal site used, date, truck number and disposal weight.
- e. Permit documentation and all other documentation and transactions pertaining to all Environmental Laws.

(C) Disposal Of Materials, Construction Debris, Soil And Waste.

1. Grantee shall be responsible for the proper disposal of all materials, construction debris, soil and other waste. Hauling and disposal by a Contractor or subcontractor does not relieve the Grantee from responsibility for proper disposal. Disposal of all materials, construction debris, soil and other wastes shall be at a disposal site that is properly licensed and permitted to accept the particular materials, construction debris, soil and other wastes delivered to it in accordance with all Environmental Laws. Failure to identify disposal site(s) for materials, construction debris, soil and other wastes or to submit such information when requested by the City may be cause to terminate the ordinance.
2. At the request of the City, the Grantee shall provide said Commissioner or his/her designated representative with copies of all load tickets, manifests, bills of lading, scale tickets and other pertinent documents. When requested by the City, Grantee shall provide copies of all permits and/or licenses for the proposed transfer station and/or landfill. In the event that the transfer station and/or landfill proposed for use by the Grantee does not possess the necessary permits and/or licenses to accept the materials, construction debris, soil and other wastes, Grantee will replace the transfer station and/or landfill. If the Grantee disposes of materials, construction debris, soil or other wastes at a site which is not properly permitted, the Grantee will be responsible for all costs associated with the removal of the waste to a properly licensed/permitted landfill or disposal site.

3. The Grantee shall accept full responsibility for compliance with all Environmental Laws.
 4. The Grantee shall notify the City within twenty-four (24) hours of receipt of any environmental complaints, fines, citations, violations or notices of violation ("Claims") by any governmental body or regulatory agency against the Grantee by any third party relating to the loading, hauling or disposal of materials, construction debris, soil or other wastes in connection with Grantee's System. The Grantee will provide evidence to the City that any such Claim has been addressed to the satisfaction of the issuer or initiator of any such Claim.
 5. Grantee shall provide the City with reasonable prior written notice of any community meetings, media involvement or media coverage related to the loading, hauling or disposal of materials, construction debris, soil or other wastes, related to its System in which Grantee is asked to participate.
 6. Noncompliance with these terms and conditions may be used by the City as Grounds for termination of this ordinance.
- (D) Equipment and Environmental Control During Transport. Grantee shall haul any materials, construction debris, soil and other wastes in vehicles and/or containers complying with all applicable Environmental Laws. All equipment used to transfer materials, construction debris, soil or other wastes shall be designed to prevent spillage during the hauling operation. Grantee's equipment shall fully comply with all city, state and federal regulations, laws and ordinances pertaining to size, load weight, safety and any Environmental Laws.
- (E) Indemnification. Grantee acknowledges that Section 6.13 of this ordinance applies to any violation of Environmental Laws by Grantee or its Contractors.
- (F) Environmental Controls. Grantee shall comply with all Environmental Laws with respect to the elimination of excessive noise and pollution of air and water due to its construction and other operations. Grantee shall minimize the noise of heavy construction equipment and control the dust, smoke and fumes from construction equipment and other operations in work sites and in City streets and properties, in accordance with ordinances of the City and orders of City departments. Grantee shall not discharge oily, greasy chemicals, hazardous or toxic wastes into waterways and City sewers.

(G) Hazardous Materials.

1. In the event that Grantee while working within the Authorized Routes encounters asbestos or toxic or Hazardous Materials not caused by or introduced by Grantee or its Contractors or subcontractor, Grantee shall, before disturbing such materials, immediately notify the City and any owner of any conduit in which Grantee may be locating Grantee's System ("Owner") of the location and apparent location thereof, and as to whether it is feasible to re-route wiring or other work so as to avoid such materials. If such re-routing is feasible, Grantee or the Owner shall do so at no cost to the City. To the extent that Grantee exacerbates any existing environmental condition, Grantee shall be liable for any additional cost of abatement so caused by Grantee's activities.
2. If such re-routing or avoidance is not feasible in the judgment of the City, and such materials must be disturbed or relocated to complete such work, then Grantee shall perform or cause one or more of its Contractors or subcontractors or the Owner (including, if necessary, a new, specialized subcontractor then retained with the consent and approval of the City for such purpose) to perform such abatement, containment, treatment or removal and disposal of such materials as maybe required by law, subject to the provisions of paragraph (c) of this section.
3. In the undertaking of such abatement, treatment, containment, removal or disposition, Grantee, or such person employed by Grantee:
 - (a) shall notify the City and the Owner at least seventy-two (72) hours prior to the start of removal and disposal of any Hazardous Materials;
 - (b) shall be certified as a Hazardous Materials removal firm by the Environmental Protection Agency and all state or local agencies;
 - (c) shall carry such insurance coverage as may be required by the City's Department of Risk Management naming the City as an additional insured; and
 - (d) shall provide such indemnification and documentation as required by the City.

Section 12.6 Business Relationships With Elected Officials.

Pursuant to Section 2-156-030(b) of the Municipal Code of the City of Chicago, it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected official has a business relationship, or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a business relationship. Violation of Section 2-156-030(b) by any elected official with respect to this Agreement is grounds for termination of this Agreement. The term business relationship is defined as set forth in Section 2-156-080 of the Municipal Code of Chicago.

Section 2-156-080 defines a "business relationship" as any contractual or other private business dealing of an official, or his or her spouse, or of any entity in which an official or his or her spouse has a financial interest, with a person or entity which entitles an official to compensation or payment in the amount of Two Thousand Five Hundred Dollars (\$2,500) or more in a calendar year; provided, however, a financial interest shall not include: (i) any ownership through purchase at fair market value or inheritance of less than one percent (1%) of the share of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended; (ii) the authorized compensation paid to an official or employee for his office or employment; (iii) any economic benefit provided equally to all residents of the City; (iv) a time or demand deposit in a financial institution; or (v) an endowment or insurance policy or annuity contract purchased from an insurance company. A "contractual or other private business dealing" shall not include any employment relationship of an official's spouse with an entity when such spouse has no discretion concerning or input relating to the relationship between that entity and the City.

SECTION 13. Conflict Of Interest.

No member of the governing body of the City or other unit of government and no other official, officer, agent or employee of the City or other unit of government is employed by Grantee or has personal financial or economic interest directly or indirectly in this ordinance or any contractor subcontract resulting therefrom or in the privileges to be granted hereunder except as may be permitted in writing by the Board of Ethics established pursuant to the Municipal Code of Chicago (Chapter 2-156). No payment, gratuity or offer of employment shall be made in connection with this ordinance by or on behalf of any Contractors to the Grantee or higher tier subcontractors or anyone associated therewith, as an

inducement for the award of contracts, subcontracts or orders. Any agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156 shall be voidable as to the City.

SECTION 14. Anti-Corruption Covenant And Representation.

Neither Grantee nor its Contractors shall be in violation of the provisions of Section 2-92-320, Chapter 2-92 of the Code. In connection herewith, Grantee has executed the applicable Certification required under the Illinois Criminal Code, Ill. Rev. Stat., Ch. 38, §33E-11 (1989), as amended, and under the Illinois Municipal Code, Ill Rev. Stat., Ch. 24, §11-42-1 (1989) (1990 Supp.), attached hereto as Exhibit 4.

SECTION 15. Cooperation With Inspector General.

It shall be the duty of Grantee, all Contractors, and all officers, directors, agents, partners and employees of Grantee to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Code. Grantee shall inform all its Contractors of the provision and require understanding and compliance herewith.

SECTION 16. Business Documents And Disclosures Of Ownership Interests.

Grantee has provided copies of its latest articles of incorporation and bylaws, its certification of good standing from the office of the Secretary of State of Illinois and a certificate signed by an authorized officer of the Grantee certifying that the Grantee is authorized to do business in the State of Illinois. Grantee has provided the City with the Disclosure of Ownership Interest Affidavit for the Grantee, completed copies of which are attached hereto and incorporated by reference herein in Exhibit 5.

SECTION 17. Grantee's M.B.E./W.B.E. Commitment.

Section 17.1

Grantee agrees for itself and its successors and assigns, and shall contractually obligate the Contractors to agree, that during the construction of the System:

- (A) Consistent with the findings which support the Minority-Owned and Women-Owned Business Enterprise Procurement Program (the

"M.B.E./W.B.E. Program"), Section 2-92-420, et seq., of the Code, and in reliance upon the provisions of the M.B.E./W.B.E. Program to the extent contained in, and as qualified by, the provisions of this Section 17, during the course of construction of the System, at least the following percentages of the aggregate construction costs (as set forth in the budget) shall be expended for contract participation by minority-owned businesses ("M.B.E.s") and by women-owned business ("W.B.E.s"):

1. At least twenty-four percent (24%).
2. At least four percent (4%).

- (B) For purposes of this Section 17 only, Grantee (and any party to whom a contract is let by Grantee pursuant to this ordinance) shall be deemed a "Contractor" and this ordinance (and any contract let pursuant thereto) shall be deemed a "Contract" as such terms are defined in Section 2-92-420 of the Code. In addition, the term "minority-owned business" or M.B.E. shall mean a business enterprise identified in the *Directory of Certified Minority Business Enterprises* published by the City's Purchasing Department, or otherwise certified by the City's Purchasing Department as a minority-owned business enterprise; and the term "women-owned business" or W.B.E. shall mean a business enterprise identified in the *Directory of Certified Women Business Enterprises* published by the City's Purchasing Department, or otherwise certified by the City's Purchasing Department as a women-owned business enterprise.
- (C) Consistent with Section 2-92-440 of the Code, Grantee's M.B.E./W.B.E. commitment may be achieved in part by Grantee's status as an M.B.E. or W.B.E., or by a joint venture with one or more M.B.E.s or W.B.E.s (to the extent of the M.B.E. or W.B.E. participation in such joint venture) by Grantee utilizing a M.B.E. or W.B.E. as a Contractor, by subcontracting or causing a Contractor to subcontract a portion of the work to one or more M.B.E.s or W.B.E.s, or by the purchase of materials used in the construction of the System from one or more M.B.E.s or W.B.E.s, or by any combination of the foregoing. Those entities which constitute both a M.B.E. and a W.B.E. shall not be credited more than once with regard to Grantee's M.B.E./W.B.E. commitment as described in this Section 17. Grantee or a Contractor may meet all or part of this commitment through credits received pursuant to Section 2-92-530 of the Code for the voluntary use of M.B.E.s or W.B.E.s in its activities and operations other than with respect to the System.

- (D) "M.B.E./W.B.E. Activities" are within the City, cable installation services within buildings and outside buildings for Grantee's Telecommunications System.
- (E) Grantee shall furnish to the City a report detailing its compliance with this provision prior to any renewal of this Agreement. If a report shows noncompliance with the M.B.E. and the W.B.E. percentages, the City shall provide Grantee with notice of noncompliance and the Grantee shall use its best efforts to cure noncompliance over a reasonable period following the notice.
- (F) Any reduction or waiver of Grantee's M.B.E./W.B.E. commitment as described in this Section 17 shall be undertaken in accordance with Section 2-92-450, Municipal Code of Chicago.

SECTION 18. Residency.

Except as otherwise prohibited by law, for any construction or installation project related to Grantee's Telecommunications System having an estimated contract value or cost of One Hundred Thousand Dollars (\$100,000) or more, Grantee and its Contractors shall comply with the minimum percentage of total worker hours performed by actual residents of the City specified in Section 2-92-330 of the Code (at least fifty percent (50%) of the total worker hours shall be performed by actual residents of the City); provided, however, that in addition to complying with this percentage, Grantee and its Contractors shall make good faith efforts to use qualified residents of the City in both unskilled and skilled labor positions. Grantee or any one of its Contractors may request a reduction or waiver of the foregoing minimum percentage level of Chicagoans in accordance with standards and procedures developed by the City. This provision shall not apply to work performed by vendors or manufacturers of components of Grantee's System.

Grantee may request a reduction or waiver of this minimum percentage level of Chicagoans as provided for in Section 2-92-330 of the Code in accordance with standards and procedures developed by the Purchasing Agent of the City.

- (A) Definitions. For this Section 18, "actual residents" of the City shall mean persons domiciled within the City. The domicile is an individual's one and only true, fixed and permanent home and principal establishment.
- (B) Documentation. Grantee shall provide for the maintenance of adequate employee residency records to ensure that actual Chicago residents are employed on the construction of the System.

- (C) Access To Records. Full access to Grantee's and its Contractors employment records shall be granted to the City or its duly authorized representatives. Grantee and its Contractors shall maintain all relevant personnel data in records for a period of at least three (3) years after termination of this ordinance. At the direction of the City, affidavits and other supporting documentation will be required of Grantee to verify or clarify an employee's actual address when doubt or lack of clarification arises.

Grantee shall cause or require the provisions of this Section 18 to be included in all construction contracts and subcontracts related to the System.

SECTION 19. Board Of Underground.

Grantee agrees that its work in the Public Ways shall comply with the guidelines and procedures issued by the Department of Transportation for the Board of Underground, pursuant to Section 2-120-300 of the Municipal Code. Consistent with and pursuant to Section 2-120-300 of the Municipal Code, Grantee shall design its Telecommunications System to the extent practicable so as not to materially diminish or prevent access for repair or maintenance of underground facilities, whether owned by City or any Third Party. Conflicts regarding access to facilities shall be resolved pursuant to Board of Underground procedures to the extent practicable and required.

SECTION 20. General Provisions.

Section 20.1 Descriptive Headings.

Section headings are descriptive and used merely for the purpose of organization and, where inconsistent with the text, are to be disregarded.

Section 20.2 Notices.

Unless otherwise specified herein, all notices, requests, designations, deliveries, approvals, consents, demands and waivers required or provided hereunder, or desired by the parties hereto, shall be in writing and shall be deemed properly served if hand-delivered to the parties at the following addresses (effective on delivery) or if sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the parties at the following addresses (effective on mailing):

(A) If To Grantee: DePaul University
Office of the Executive Vice President
One East Jackson Boulevard
Chicago, Illinois 60604
Attention: Scott L. Scarborough,
Executive Vice President

(B) If To The City: Department of Business Affairs and
Licensing
City of Chicago
333 South State Street
Room 310
Chicago, Illinois 60602
Attention: Director

with a copy to:

Corporation Counsel
City of Chicago
City Hall, Room 600
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Finance and Economic
Development Division

or to such other parties or other addresses as either party may designate by notice to the other. The specification of a number of days or months notice shall mean notice of not less than such number of days.

Section 20.3 Invalidity.

If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

SECTION 21. Prior Ordinances.

All ordinances and resolutions, or parts thereof, in conflict with this ordinance, are, to the extent of the conflict, hereby repealed.

SECTION 22. Effective Date.

This ordinance shall be in full force and effect upon its passage and approval.

[Exhibits 2 and 6 referred to in this ordinance printed on pages 87582 through 87585 of this *Journal*.]

Exhibits 1, 3, 4, 5 and 7 referred to in this ordinance read as follows:

Exhibit 1.
(To Ordinance)

Location Description.

Location description for the interoffice telecommunication system connecting grantee's facilities located as follows:

Grantee's System authorized by the attached ordinance extends for two thousand three hundred twenty-seven (2,327) feet along the Authorized Routes which are described, as follows:

- I. A Fiber Optic Interoffice Telecommunications System Connecting Grantee's Facilities located at 64 East Jackson Boulevard and at 25 East Jackson Boulevard.

Grantee's fiber optic cable is contained in a one and one-half (1½) inch diameter communication conduit running through a portion of the Chicago Freight Tunnels, as follows:

exiting 25 East Jackson Boulevard (Lewis Center) at the third (3rd) basement level, proceeding twenty-five (25) feet east into the Chicago Freight Tunnels, then turning north seventy-five (75) feet into the South Wabash Avenue portion of the Chicago Freight Tunnels to the intersection of Jackson Boulevard and South Wabash Avenue, turning and proceeding three hundred (300) feet on Jackson Boulevard to 50 East Jackson Boulevard (Santa Fe Building), then turning north ten (10) feet into the 50 East Jackson Building branch and into the 50 East Jackson Building basement; the cable then runs through the basement of 50 East Jackson

Building exiting at the west elevation of the building into conduits placed beneath the north/south public alleyway to the east of South Wabash Avenue and proceeding twenty (20) feet west into the 64 East Jackson Building (Administration Center).

Total footage in the Public Ways for this component is approximately four hundred thirty (430) feet. This component was installed on or about August 20, 1987.

- II. A Fiber Optic Interoffice Telecommunications System Connecting Grantee's Facilities Located At 2330 North Kenmore Avenue, 2219 North Sheffield Avenue And 2315 North Sheffield Avenue.

Grantee's single fiber cable is contained in a two (2) inch conduit diameter communications conduit at an installed depth of approximately three (3) feet below grade running through the Public Ways, as follows:

exiting 2330 North Kenmore Avenue (Schmitt Academic Center) at the southeast elevation, proceeding south and east fifty (50) feet through existing conduit installed approximately three (3) feet below grade under the public sidewalks and street intersection of the West Belden Avenue Building and North Kenmore Avenue, entering the 1011 West Belden Avenue Building (Alumni Hall) at its northwest elevation, proceeding south through the 1011 West Belden Avenue and 2219 North Kenmore Avenue (Byrne Hall) Buildings, exiting 2219 North Kenmore Avenue at its southwest elevation, proceeding south on North Kenmore Avenue in conduit approximately three (3) feet below grade under the public sidewalk, across West Webster Avenue, and under the public parkway south of West Webster Avenue one hundred fifty-five (155) feet to the east/west alley south of West Webster Avenue, turning ten (10) feet east into the east/west alley and proceeding five (5) feet south into the 2135 North Kenmore Avenue Building (Theatre School).

Total footage in the Public Ways for this component is approximately two hundred twenty (220) feet. This component was installed on or about October 16, 1989.

- III. A Fiber Optic And Copper Cable Interoffice Telecommunications System Connecting Grantee's Facilities Located At 64 East Jackson Boulevard And At 25 East Jackson Boulevard.

Grantee's facilities consist of a one and one-half (1½) inch diameter fiber optic communications conduit, four (4) four (4) inch copper communications conduits and three (3) three and one-half (3½) inch copper communications conduits running through a portion of the Chicago Freight Tunnels, as follows:

exiting 25 East Jackson Boulevard (Lewis Center) at the third (3rd) basement level, proceeding twenty-five (25) feet east into Chicago Freight Tunnels, then turning north seventy-five (75) feet into the South Wabash Avenue portion of the Chicago Freight Tunnels to the intersection of East Jackson Boulevard to 50 East Jackson Boulevard (Santa Fe Building), then turning north ten (10) feet into the 50 East Jackson Building branch and into the 50 East Jackson Building basement of 50 East Jackson Boulevard, exiting at the west elevation of the building into conduits placed beneath the north/south public alley to the east of South Wabash Avenue and proceeding twenty (20) feet west into the 64 East Jackson Building (Administration Center).

Total footage in the Chicago Freight Tunnels for this component is approximately four hundred thirty (430) feet. The existing cables of one (1) fiber optic and four (4) copper cables were installed on or about August 20, 1987.

IV. Description Of Use For 1150 West Fullerton Avenue.

One (1) four (4) inch conduit containing one (1) nine hundred (900) pair twisted copper telephone communication cable, and one (1) four (4) inch empty conduit for future twisted copper telephone communication cable, will exit the northwest corner of 2345 North Clifton Avenue, running north approximately sixty (60) feet across and under West Fullerton Avenue, turning west and running approximately two hundred sixty (260) feet at the north public curb line of West Fullerton Avenue, turning north again and running approximately ten (10) feet under the north curb line and sidewalk of West Fullerton Avenue, entering the south elevation basement of 1150 West Fullerton Avenue.

Total footage in the Public Ways for this component is approximately three hundred thirty (330) feet. This component will be installed on or about July 1, 1995.

Description Of Use For 2324 North Seminary Avenue.

One (1) four (4) inch conduit containing one (1) nine hundred (900) pair twisted copper telephone communication cable, and two (2) four (4) inch empty conduits for future twisted copper telephone communication cable will exit the southwest corner of 2323 North Seminary Avenue running west approximately one hundred thirty (130) feet across and under the North Seminary Avenue public way, which has been closed for owner's use by City of Chicago ordinance proclamation, entering the east elevation basement of 2324 North Seminary Avenue.

Total footage in the Public Ways for this component is approximately one hundred thirty (130) feet. This component will be installed on or about July 1, 1995.

Description Of Use For 804 And 900 West Belden Avenue.

One (1) four (4) inch conduit containing one (1) nine hundred (900) pair twisted copper telephone communication cable, and two (2) four (4) inch empty conduits for future twisted copper telephone communication cable will exit the northeast corner of 2330 North Kenmore Avenue, running east approximately four hundred fifty (450) feet across and under the North Kenmore Avenue public way and the first east/west public alley south of West Fullerton Avenue between North Kenmore Avenue and North Sheffield Avenue to the existing owner installed manhole at the entrance to said east/west alley at North Sheffield Avenue. Then from said existing owner installed manhole east approximately one hundred (100) feet across and under the North Sheffield Avenue public street, parkway, and sidewalk, entering the west elevation lower level of the owner's existing 2331 North Sheffield Avenue parking structure. From there said conduits and twisted pair copper telephone cable will proceed east through a series of existing owner installed building service tunnels, located within owner's property lines, to service 804 and 900 West Belden Avenue.

Total footage in the Public Ways for this component is approximately five hundred fifty (550) feet. This component will be installed on or about July 1, 1995.

Description Of Use For 2215 And 2217 North Sheffield Avenue.

One (1) four (4) inch conduit containing one (1) one hundred (100) pair twisted copper telephone communication cable will exit the northeast corner of 1010 West Webster Avenue, running east approximately one hundred (100) feet across and under the North Sheffield Avenue public street, parkway, and sidewalk, entering the west elevation basement of 2215 North Sheffield Avenue. Said conduit and twisted pair copper telephone cable shall service both 2215 and 2217 North Sheffield Avenue via an existing penetration of the existing common party wall.

Total footage in the Public Ways for this component is approximately one hundred (100) feet. This component will be installed on or about July 1, 1995.

V. Description Of Use For 1000 West Belden Avenue.

One (1) four (4) inch conduit containing one (1) six hundred (600) twisted pair copper telephone cable and one (1) twenty-four (24) strand fiber optic

cable will exit the northwest corner of 2318 North Sheffield Avenue, running west approximately six (6) feet from the property line into and under the north/south public alleyway located directly west of North Sheffield Avenue and directly east of North Kenmore Avenue, then turning south in said public alleyways running approximately one hundred twenty-five (125) feet under the public alleyways, then turning east for approximately six (6) feet under the public alleyway, entering the west elevation of the basement of 1000 West Belden Avenue.

Note: The total linear feet in the entire system equals ten thousand nine hundred twenty-seven (10,927). Of this, approximately two thousand three hundred twenty seven (2,327) is represented by either existing or proposed public way use (refer to Exhibit 1) with the balance located within the boundaries of Grantee's property lines.

Exhibit 3.
(To Ordinance)

Annual Certification.

Director
Department of Business Affairs and Licensing
City of Chicago
333 South State Street
Room 310
Chicago, Illinois 60602

Re: Annual Certification; DePaul University; Fiber Optics Privilege.

Dear Director:

Pursuant to an ordinance adopted by the City Council on _____, 2006, DePaul University has received permission and authority to operate and maintain a private not-for-profit telecommunications system, as described in such ordinance, within portions of the public way. Capitalized terms herein are as defined in such ordinance.

In accordance with the terms of such ordinance, please accept this communication as DePaul University's annual certification that:

- (i) under such permission and authorization, DePaul University has provided no Services along the Authorized Routes with the objective of generating revenue or profit, operating or maintaining a public switched network or operating a Cable Television System; or
- (ii) DePaul University provides no Services within the City for sale, resale, exchange or lease to any Third Party using Grantee's System or other entity for profit.

Should you desire any additional information, please do not hesitate to contact the undersigned at your convenience.

Very truly yours,

Name: _____

Title: _____

c.c.: Corporation Counsel
 City Hall, Room 600
 121 North LaSalle Street
 Chicago, Illinois 60602
 Attention: Finance and Economic Division

Exhibit 4.
 (To Ordinance)

Ethics Certification.

Program Description: _____

Specification Number: _____

Contract Number: _____

The undersigned hereby acknowledges the following Office of Inspector General and Governmental Ethics Ordinance clauses and agrees to comply with the terms of these clauses which are hereby incorporated into the above referenced contract:

Chapter 2-56 Of The Chicago Municipal Code Office Of Inspector General.

It shall be the duty of any bidder, proposer, or contractor, all subcontractors, and every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners and employees of any bidder, proposer, contractor, or such applicant to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Chicago Municipal Code. The contractor understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago. All subcontracts shall inform subcontractors of this provision and require understanding and compliance herewith.

Governmental Ethics Ordinance.

Contractor shall comply with Chapter 2-156 of the Municipal Code of Chicago, "Governmental Ethics", including but not limited to Section 2-156-120 of this chapter pursuant to which no payment, gratuity or offer of employment shall be made in connection with any City contract, by or on behalf of a subcontractor to the prime contractor or higher tier subcontractor or any person associated therewith as an inducement for the award of a subcontract or order. Any contract negotiated, entered into, or performed in violation of any of the provisions of this chapter shall be voidable as to the City.

Acknowledged and Accepted By: (Signed) _____
(Authorized Officer Signature

Title

Company Name

Date

*Exhibit 5.
(To Ordinance)*

City Of Chicago

Economic Disclosure Statement And Affidavit.

Section I.

General Information.

A. Legal name of Disclosing Party submitting this E.D.S.. Include doing business as if applicable: DePaul University

Check one of the following three boxes:

Indicate whether Disclosing Party submitting this E.D.S. is:

1. the Applicant.

Or

2. a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which Disclosing Party holds an interest: _____

Or

3. a specific legal entity with a right of control (see Section II.B.1.b). State the legal name of the entity in which Disclosing Party holds a right of control: _____

B. Business address of Disclosing Party: 1 East Jackson Boulevard,
Chicago, Illinois 60604

C. Telephone: (Omitted for printing purposes) Fax: (Omitted for printing purposes)

Email: (Omitted for printing purposes)

D. Name of contact person: _____ Robert Janis _____

E. Federal Employer Identification Number (if you have one): _____

(Omitted for printing purposes)

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this E.D.S. pertains. (Include project number and location if applicable): A renewal of a City of Chicago ordinance that allows the use of

the public way for the copper and fiber telecommunications and data lines at both DePaul

University Loop and Lincoln Park campuses.

G. Which City agency or department is requesting this E.D.S.? _____

Department of Revenue and Department of Transportation

If the Matter is a contract being handled by the City's Department of Procurement Services, please complete the following:

Specification Number: _____ and Contract Number: _____

Section II.

Disclosure Of Ownership Interests.

A. Nature Of Disclosing Party.

1. Indicate the nature of the Disclosing Party:

Person

Publicly registered business corporation

B. If The Disclosing Party Is A Legal Entity:

- 1.a. List below the full names and titles of all executive officers and all directors of the entity. For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members". For trusts, estates or other similar entities, list below the legal titleholder(s).

Name	Title
See (Sub)Exhibit "A"	
_____	_____
_____	_____
_____	_____
_____	_____

- 1.b. If you checked "General partnership", "Limited partnership", "Limited liability company", "Limited liability partnership" or "Joint venture" in response to Item A.1 above (Nature of Disclosing Party), list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party. Note: Each legal entity listed below must submit an E.D.S. on its own behalf.

Name	Title
N.A.	N.A.
_____	_____
_____	_____
_____	_____
_____	_____

- 2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess

of seven and five-tenths percent (7.5%) of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None". Note: Pursuant to Section 2-154-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

Name	Business Address	Percentage Interest In The Disclosing Party
N.A.	N.A.	N.A.
_____	_____	_____
_____	_____	_____
_____	_____	_____

Section III.

Business Relationships With City Elected Officials.

Has the Disclosing Party had a "business relationship", as defined in Chapter 2-156 of the Municipal Code, with any City elected official in the twelve (12) months before the date this E.D.S. is signed?

- Yes No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s):

Section IV.

Disclosure Of Subcontractors And Other Retained Parties.

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

"Lobbyist" means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

If the Disclosing Party is uncertain whether a disclosure is required under this section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship To Disclosing Party (subcontractor, attorney, lobbyist, et cetera)	Fees (indicate whether paid or estimated)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(Add sheets if necessary)

Check here if the Disclosing party has not retained, nor expects to retain, any such persons or entities.

Section V.

Certifications.

A. Court-Ordered Child Support Compliance.

Under Municipal Code Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the term of the contract.

Has any person who directly or indirectly owns ten percent (10%) or more of the Disclosing Party been declared in arrearage on any child support obligations by any Illinois court of competent jurisdiction?

- Yes No No person owns ten percent (10%)
or more of the Disclosing Party

If "Yes", has the person entered into a court-approved agreement for payment of all support owed and is the person in compliance with that agreement?

- Yes No

B. Further Certifications.

1. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II.B.1. of this E.D.S.:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. have not, within a five (5) year period preceding the date of this E.D.S., been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in clause B.1.b. of this Section V;

- d. have not, within a five (5) year period preceding the date of this E.D.S., had one or more public transactions (federal, state or local) terminated for cause or default; and
 - e. have not, within a five (5) year period preceding the date of this E.D.S., been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.
2. The certifications in subparts 2, 3 and 4 concern:
- the Disclosing Party;
 - any "Applicable Party" (meaning any party participating in the performance of the Matter, including but not limited to any persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
 - any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity); with respect to Applicable Parties, the term Affiliated Entity means a person or entity that directly or indirectly controls the Applicable Party, is controlled by it, or, with the Applicable Party, is under common control of another person or entity;
 - any responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Applicable Party or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity (collectively "Agents").

Neither the Disclosing Party, nor any Applicable Party, nor any Affiliated Entity of either the Disclosing Party or any Applicable Party nor any Agents have, during the

five (5) years before the date this E.D.S. is signed, or, with respect to an Applicable Party, an Affiliated Entity, or an Affiliated Entity of an Applicable Party during the five (5) years before the date of such Applicable Party's or Affiliated Entity's contract or engagement in connection with the Matter:

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
- b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
- c. made an admission of such conduct described in a. or b. above that is a matter of record, but have not been prosecuted for such conduct; or
- d. violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).

3. Neither the Disclosing Party, Affiliated Entity or Applicable Party, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

4. Neither the Disclosing Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the United States Department of the Treasury or the Bureau of Industry and Security of the United States Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

5. The Disclosing Party understands and shall comply with (1) the applicable requirements of the Governmental Ethics Ordinance of the City, Title 2, Chapter 2-156 of the Municipal Code; and (2) all the applicable provisions of Chapter 2-56 of the Municipal Code (Office of the Inspector General).

6. If the Disclosing Party is unable to certify to any of the above statements in this Part B (Further Certifications), the Disclosing Party must explain below:

N.A.

If the letters "N.A.", the word "None", or no response appear on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

C. Certification Of Status As Financial Institution.

For purposes of this Part C, under Municipal Code Section 2-32-455(b), the term "financial institution" means a bank, savings and loan association, thrift, credit union, mortgage banker, mortgage broker, trust company, savings bank, investment bank, securities broker, municipal securities broker, securities dealer, municipal securities dealer, securities underwriter, municipal securities underwriter, investment trust, venture capital company, bank holding company, financial services holding company, or any licensee under the Consumer Installment Loan Act, the Sales Finance Agency Act, or the Residential Mortgage Licensing Act. However, "financial institution" specifically shall not include any entity whose predominant business is the providing of tax deferred, defined contribution, pension plans to public employees in accordance with Sections 403(b) and 457 of the Internal Revenue Code. (Additional definitions may be found in Municipal Code Section 2-32-455(b).)

1. Certification.

The Disclosing Party certifies that the Disclosing Party (check one)

is is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

2. If the Disclosing Party is a financial institution, then the Disclosing Party pledges:

"We are not and will not become a predatory lender as defined in Chapter 2-32 of the Municipal Code. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in Chapter 2-32 of the Municipal Code. We understand that becoming a predatory lender or becoming

an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City”.

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in Section 2-32-455(b) of the Municipal Code) is a predatory lender within the meaning of Chapter 2-32 of the Municipal Code, explain here (attach additional pages if necessary):

N.A.

If the letters “N.A.”, the word “None”, or no response appear on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

D. Certification Regarding Interest In City Business.

Any words or terms that are defined in Chapter 2-156 of the Municipal Code have the same meanings when used in this Part D.

1. In accordance with Section 2-156-110 of the Municipal Code:

Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

- Yes No

Note: If you checked “Yes” to Item D.1, proceed to Items D.2 and D.3. If you checked “No” to Item D.1, proceed to Part E.

2. Unless sold pursuant to a process of competitive bidding, or otherwise permitted, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person or entity in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, “City Property Sale”). Compensation for property taken pursuant to the City’s eminent domain power does not constitute a financial interest within the meaning of this Part D.

Does the Matter involve a City Property Sale?

Yes

No

3. If you checked "yes" to Item D.1, provide the names and business addresses of the City officials or employees having such interest and identify the nature of such interest:

Name	Business Address	Nature Of Interest
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

4. The Disclosing Party further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

E. Certification Regarding Slavery Era Business.

The Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies from the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves) and has disclosed in this E.D.S. any and all such records to the City. In addition, the Disclosing Party must disclose the names of any and all slaves or slaveholders described in those records. Failure to comply with these disclosure requirements may make the Matter to which this E.D.S. pertains voidable by the City.

Please check either 1 or 2 below. If the Disclosing Party checks 2, the Disclosing Party must disclose below or in an attachment to this E.D.S. all requisite information as set forth in that paragraph 2.

X 1. The Disclosing Party verifies that (a) the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies, and (b) the Disclosing Party

has found no records of investments or profits from slavery, the slave industry, or slaveholder insurance policies and no records of names of any slaves or slaveholders.

- ___ 2. The Disclosing Party verifies that, as a result of conducting the search in step 1(a) above, the Disclosing Party has found records relating to investments or profits from slavery, the slave industry, or slaveholder insurance policies and/or the names of any slaves or slaveholders. The Disclosing Party verifies that the following constitutes full disclosure of all such records:

Section VI.

Certifications For Federally-Funded Matters.

Note: If the Matter is federally funded, complete this Section VI. If the Matter is not federally funded, proceed to Section VII.

A. Certification Regarding Lobbying.

1. List below the names of all persons or entities registered under the federal Lobbying Disclosure Act of 1995 who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Begin list here, add sheets as necessary):

N.A.

(If no explanation appears or begins on the lines above, or if the letters "N.A." or if the word "None" appear, it will be conclusively presumed that the Disclosing Party means that no persons or entities registered under the Lobbying Disclosure Act of 1995 have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter.)

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1 above for his or her lobbying activities or to pay any person or entity to influence or attempt to

influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend or modify any federally funded contract, grant, loan or cooperative agreement.

3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A.1 and A.2 above.

If the Matter is federally funded and any funds other than federally appropriated funds have been or will be paid to any person or entity for influencing or attempting to influence an officer or employee of any agency (as defined by applicable federal law), a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the Matter, the Disclosing Party must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. The form may be obtained online from the federal Office of Management and Budget (O.M.B.) web site at <http://www.whitehouse.gov/omb/grants/sflllin.pdf>, linked on the page http://www.whitehouse.gov/omb/grants/grants_forms.html.

4. The Disclosing Party certifies that either: (i) it is not an organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in Section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities".

5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A.1 through A.4 above from all subcontractors before it awards any subcontract and the Disclosing Party must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

B. Certification Regarding Equal Employment Opportunity.

If the Matter is federally funded, federal regulations require the Applicant and all proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations.

Is the Disclosing Party the Applicant?

Yes

No

If "Yes", answer the three questions below:

- 1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 C.F.R. Part 60-2.)

Yes No

- 2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?

Yes No

- 3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?

Yes No

If you checked "No" to questions 1 or 2 above, please provide an explanations:

Section VII.

*Acknowledgments, Contract Incorporation,
Compliance, Penalties, Disclosure.*

The Disclosing Party understands and agrees that:

- A. By completing and filing this E.D.S., the Disclosing Party acknowledges and agrees, on behalf of itself and the persons or entities named in this E.D.S., that the City may investigate the credit worthiness of some or all of the persons or entities named in this E.D.S.

B. The certifications, disclosures and acknowledgments contained in this E.D.S. will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances and regulations on which this E.D.S. is based.

C. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business or transactions. The full text of these ordinances and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 North Sedgwick Street, Suite 500, Chicago, Illinois 60610, Telephone Number (Omitted for printing purposes). The Disclosing Party must comply fully with the applicable ordinances.

D. If the City determines that any information provided in this E.D.S. is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded, void or voidable), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other transactions with the City. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

E. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided on this E.D.S. and any attachments to this E.D.S. may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this E.D.S., the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this E.D.S. and also authorizes the City to verify the accuracy of any information submitted in this E.D.S.

F. The information provided in this E.D.S. must be kept current. In the event of changes, the Disclosing Party must supplement this E.D.S. up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this E.D.S. as the contract requires.

The Disclosing Party represents and warrants that:

G. The Disclosing Party has not withheld or reserved any disclosures as to economic interests in the Disclosing Party, or as to the Matter, or any information,

data or plan as to the intended use or purpose for which the Applicant seeks City Council or other City agency action.

For purposes of the certifications in H.1 and H.2 below, the term "affiliate" means any person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with the federal government or a state or local government, including the City, using substantially the same management, ownership or principals as the ineligible entity.

H.1 The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its affiliates delinquent in paying any fine, fee, tax or other charge owed to the City. This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.

H.2 If the Disclosing Party is the Applicant, the Disclosing Party and its affiliates will not use, nor permit their subcontractors to use, any facility on the U.S. E.P.A.'s List of Violating Facilities in connection with the Matter for the duration of time that such facility remains on the list.

H.3 If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in H.1 and H.2 above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

Note: If the Disclosing Party cannot certify as to any of the items in H.1, H.2 or H.3. above, an explanatory statement must be attached to this E.D.S.

Certification.

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this E.D.S. on behalf of the Disclosing Party, and (2) warrants

that all certifications and statements contained in this E.D.S. are true, accurate and complete as of the date furnished to the City.

DePaul University
(Print or type name of Disclosing Party)

Date: July 19, 2006

By: (Signed) Scott Scarborough
(sign here)

(Print or type name of person signing)

Scott Scarborough

(Print or type title of person signing)

Executive Vice President

Signed and sworn to before me on (date) June 19, 2006, by _____ at
Cook County, Illinois (State).

(Signed) Patricia J. Butterfield
Notary Public

Commission expires: February 26, 2007

“Official Seal”
Patricia J. Butterfield
Notary Public, State of Illinois
My commission expires: February 26, 2007

(Sub)Exhibit “A” referred to in this City of Chicago Economic Disclosure Statement and Affidavit reads as follows:

(Sub)Exhibit "A".
(To City Of Chicago Economic Disclosure
Statement And Affidavit)

(By DePaul University)

Trustees

Executive Officers

William L. Bax

Reverend Dennis H. Holtschneider, C.M.,
E.D., President

William E. Bennett

Reverend John T. Richardson, C.M.,
S.T.D., Chancellor

Anne M. Burke

Helmut P. Epp, Ph.D., Provost

Martin R. Castro

Scott L. Scarborough, Ph.D., C.P.A.,
Executive V. P.

Gery J. Chico

Reverend Edward R. Udovic, C.M., Ph.D.,
Secretary

Frank M. Clark

James W. Compton

Curtis J. Crawford

Mary A. Dempsey

Sue L. Gin

Reverend Paul L. Golden, C.M.

Jack M. Greenberg

Richard A. Hanson

William E. Hay

Richard A. Heise, Sr.

Trustees

Executive Officers

Carrie J. Hightman

Dennis Holtschneider, C.M., Ed.D.

James M. Jenness

Anne C. Leonard, C.N.D.

Arthur E. Levine

Robert P. Maloney, C.M.

John W. Martin, Jr.

Patricia J. Parson

Peter Pesce

Roger L. Plummer

Reverend Prudencio Rodriguez, C.M.

Lawrence C. Russell

Bertram L. Scott

John B. Simon

John C. Staley

Harrison I. Steans

Errol L. Stone

Reverend James E. Swift, C.M.

Richard E. Terry

John J. Vitanovec

Exhibit 7.
(To Ordinance)

Irrevocable Standby Letter Of Credit.

(Date)

City of Chicago
Commissioner of Transportation
Suite 1100
30 North LaSalle Street
Chicago, Illinois 60602

City of Chicago
Director of Revenue
City Hall, Room 107
121 North LaSalle Street
Chicago, Illinois 60602

Gentlemen:

We hereby issue our Irrevocable Standby Letter of Credit Number _____ in favor of the City of Chicago for the account of _____ [name of Grantee] up to the aggregate amount of _____ Dollars (\$_____). This Letter of Credit is issued, presentable and payable at our offices at _____ Attention: _____, and expires at _____ Chicago time on _____ [date].

Funds under this Letter of Credit are available to you unconditionally against your notarized sight drafts for any sum or sums not exceeding a total of _____ Dollars (\$_____) drawn on us mentioning our Letter of Credit Number _____ and signed by the Commissioner of the Department of Transportation of the City of Chicago or the Director of the Department of Revenue of the City of Chicago (whether acting or actual). Drafts must be accompanied by this original Letter of Credit. Funds drawn under this Letter of Credit shall be paid in the form of a check made payable to "City of Chicago" and shall be sent by overnight delivery service or courier to the Commissioner of Transportation of the City of Chicago or the Director of Revenue of the City of Chicago at the appropriate address listed above.

Our obligations hereunder are primary obligations to the City of Chicago and shall not be affected by the performance or non-performance by _____ [name of Grantee] under any license agreement or other agreement or contract with the City of Chicago or by any bankruptcy or other insolvency proceeding, or enforcement or other proceeding, initiated by or against _____ [name of Grantee]. _____ [name of Grantee] is not the owner or beneficiary under this Letter of Credit and possesses no interest whatsoever in this Letter of Credit or proceeds of same. We engage with you that any draws under this Letter

of Credit shall be duly honored by us on sight if presented to us on or before the date and time of expiry.

This Letter of Credit sets forth in full the terms of our undertaking, and this undertaking shall not in any way be modified, amended, amplified or limited by any document, instrument or agreement referred to herein, or in which this Letter of Credit is referred to, or to which this Letter of Credit relates; and no such reference shall be deemed to incorporate herein by reference any such document, instrument or agreement.

This is a clean Letter of Credit and no documents except for sight drafts and this original Letter of Credit is required.

Partial and multiple drawings are permitted.

The expiry of this Letter of Credit will be deemed to be automatically extended without amendment for one (1) year from the expiry date hereof, or any future expiration date, unless at least thirty (30) days prior to any expiration date we notify the Commissioner of Transportation and the Director of Revenue of the City of Chicago, at the addresses listed above, by overnight delivery service or courier that we will not extend the expiry of this Letter of Credit for any such additional period.

This Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (1993 Revision) of the International Chamber of Commerce Publication Number 500 (U.C.P.) and to the Uniform Commercial Code Letters of Credit, 810 ILCS 5/5-101, et seq., as amended, as in effect in the State of Illinois (U.C.C.). To the extent the provisions of the U.C.P. and the U.C.C. conflict, the provisions of the U.C.C. shall control.

Name of Issuer

By: _____
(signature)

Name: _____

Title: _____

Exhibit 2.
(To Ordinance)

Certificate Of Insurance Form.
(Page 1 of 2)

CAVCN Initials: _____

Named insured: _____ Specification #: _____

Address: _____ RFP: _____
(NUMBER & STREET)

Project #: _____

(CITY) (STATE) (ZIP) Contract #: _____

Description of Operation/Location

The insurance policies and endorsements indicated below have been issued to the designated named insured with the policy limits as set forth herein covering the operation described within the contract involving the named insured and the City of Chicago. The Certificate issuer agrees that in the event of cancellation, non-renewal or material change involving the indicated policies, the issuer will provide at least sixty (60) days prior written notice of such change to the City of Chicago at the address shown on this Certificate. This certificate is issued to the City of Chicago in consideration of the contract entered into with the named insured, and it is mutually understood that the City of Chicago relies on this certificate as a basis for continuing such agreement with the named insured.

Type of Insurance	Insurer Name	Policy Number	Expiration Date	Limits of Liability All Limits in Thousands
General Liability <input type="checkbox"/> Claims made / Occurrence <input type="checkbox"/> Premise-Operations <input type="checkbox"/> Explosion/Collapse Underground <input type="checkbox"/> Products/Completed-Operations <input type="checkbox"/> Blanket Contractual <input type="checkbox"/> Broad Form Property Damage <input type="checkbox"/> Independent Contractors <input type="checkbox"/> Personal Injury <input type="checkbox"/> Pollution				CSL Per Occurrence \$ _____ General Aggregate \$ _____ Products/Completed Operations Aggregate \$ _____
Automobile Liability <input type="checkbox"/> Excess Liability <input type="checkbox"/> Umbrella Liability				CSL Per Occurrence \$ _____ Each Occurrence \$ _____
Worker's Compensation and Employer's Liability				Statutory Illinois Employers Liability \$ _____
Builders Risk/Course of Construction				Amount of Contract: _____
Professional Liability				\$ _____
Owner Contractors Protective				\$ _____
Other				\$ _____

- a) Each insurance policy required by this agreement, excepting policies for worker's compensation and professional liability, will read: "The City of Chicago is an additional insured as respects operations and activities of, or on behalf of the named insured, performed under contract with or permit from the City of Chicago."
- b) The General, Automobile and Excess/Umbrella Liability Policies described provide for severability of interest (cross liability) applicable to the named insured and the City.
- c) Workers Compensation and Property Insurers shall waive all rights of subrogation against the City of Chicago.
- d) The receipt of this certificate by the City does not constitute agreement by the City that the insurance requirements in the contract have been fully met, that the insurance policies indicated by this certificate are in compliance with all contract requirements.

Name and Address of Certificate Holder and Recipient of Notice	
Certificate Holder/Additional Insured	Signature of Authorized Rep. _____
City of Chicago	Agency Company _____
Purchasing Department	Address _____
121 N. LaSalle, #403	Telephone _____
Chicago, IL 60602	

FOR CITY USE ONLY

NAME OF CITY DEPARTMENT REQUESTING CERTIFICATE (USING DEPT): _____

ADDRESS _____ ZIP CODE _____

Exhibit 2.
(To Ordinance)

Certificate Of Insurance Form.
(Page 2 of 2)

INSTRUCTIONS FOR CITY OF CHICAGO STANDARD INSURANCE CERTIFICATE

Insurance shall be procured and this certificate delivered before commencement of work or delivery merchandise or equipment.

INDICATES OF INSURANCE
 Shall be made to the "City of Chicago, Purchasing Department, 121 N. LaSalle, Room 403, Chicago, IL 60602".
 Shall evidence coverage of compliance with all specifications of the contract.
 Shall be executed by an insurance company and/or agency, which is authorized by the State of Illinois. If executed by a broker, notarized copy of authorization to bind or certify coverage must be attached.
 Insurance companies providing these coverages acknowledge that the name insured is entering into a contract with the City of Chicago, in which the named insured agrees to defend, hold harmless and indemnify the City, its officials, employees and volunteers against all claims resulting from work performed, material handled and services rendered.

Forward the complete certificate to: City of Chicago, Purchasing Department, 121 N. LaSalle, Room 403, Chicago, IL 60602

VENDOR CLASSIFICATION	A CONSTRUCTION AND MAINTENANCE	B PURCHASE OR LEASE OF MERCHANDISE OR EQUIPMENT	C PROFESSIONAL SERVICES	D PROPERTY LEASED TO OTHERS OR USE OF FACILITIES OR GROUNDS	E CONCESSIONS SERVICES	F ALL PURPOSE PUBLIC ENTITY CONTRACTS
UM GEN LIAB	\$1,000,000 CSL INCLUDE	\$1,000,000 CSL INCLUDE	\$1,000,000 CSL INCLUDE	\$1,000,000 CSL INCLUDE	\$1,000,000 CSL INCLUDE	\$1,000,000 CSL INCLUDE
Prem & OPS	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Profit & Compl. OPS	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Independent Contract	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Contractual	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Contract From Prop. Damage	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
K. C. U.	INCLUDE	INCLUDE	* *	INCLUDE	INCLUDE	INCLUDE
Personal Injury	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Liquor Law	INCLUDE	INCLUDE	INCLUDE	* * *	* * *	INCLUDE
Lost Liquor	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
JTO LIABILITY	\$1,000,000 CSL INCLUDE	INCLUDE	\$500,000 CSL INCLUDE	\$1,000,000 INCLUDE	\$1,000,000 INCLUDE	\$1,000,000 CSL INCLUDE
Owned	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Non-Owned	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
CESSUMBRELLIA LIAB	\$1,000,000 STATUTORY	STATUTORY	STATUTORY	\$1,000,000 STATUTORY	\$1,000,000 STATUTORY	\$1,000,000 STATUTORY
WORKER'S COMP.	\$500,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
EMPLOYER'S LIAB.						
PROFESSIONAL LIABILITY			\$1,000,000			

*** In the event the concessionaire is required to have a Illinois license to dispense alcoholic beverages, an endorsement for liquor liability is required
 ** Soil Borings

Some circumstances it will be necessary to require alternate coverage and limits which will be defined in the bid specifications, contract, lease or agreement. The alternate coverage and limit should be evidenced on the certificate in lieu of the standards printed above.

Exhibit 6.
(To Ordinance)

Chicago Freight Tunnel Map.
(Page 1 of 2)

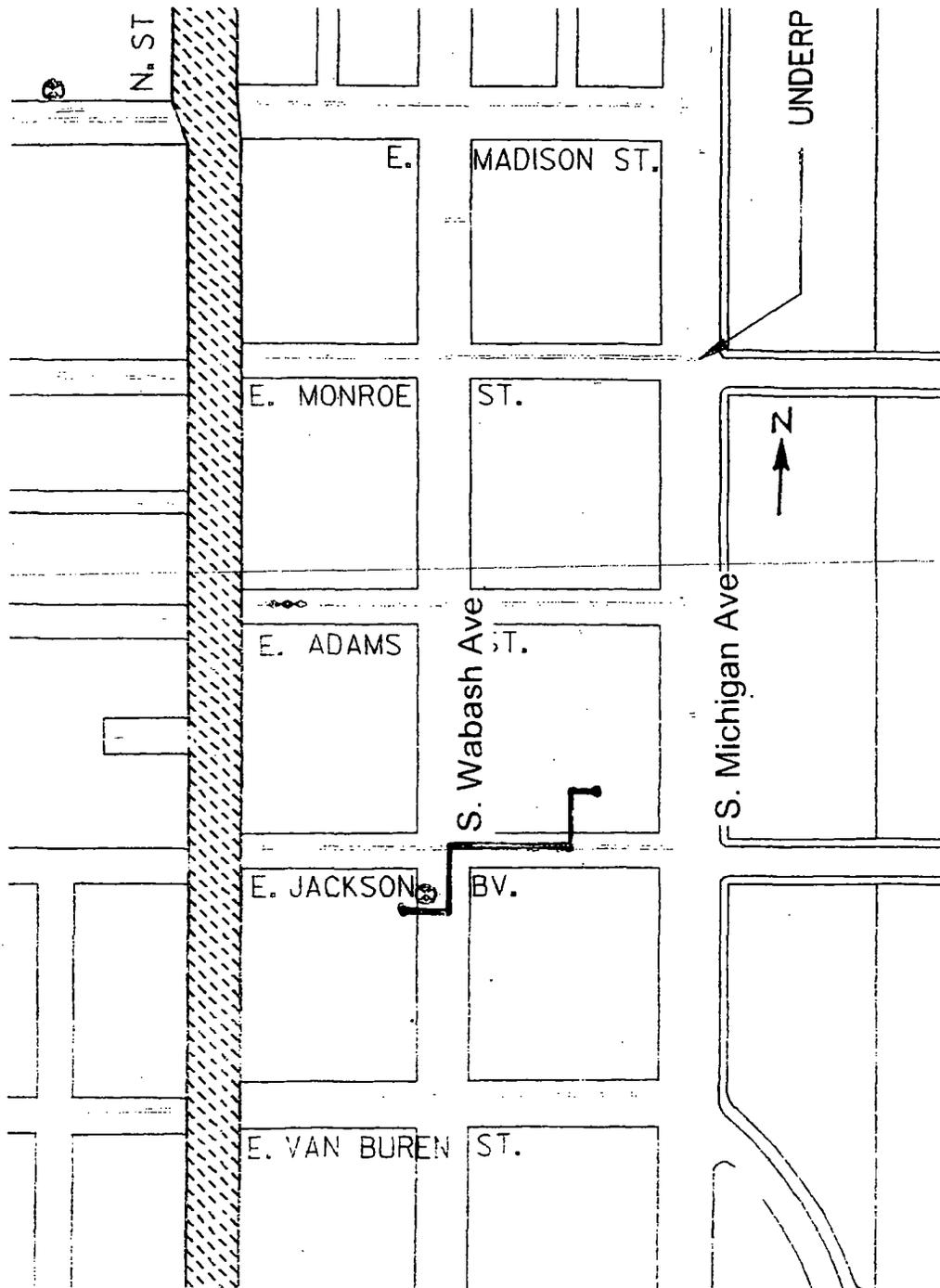
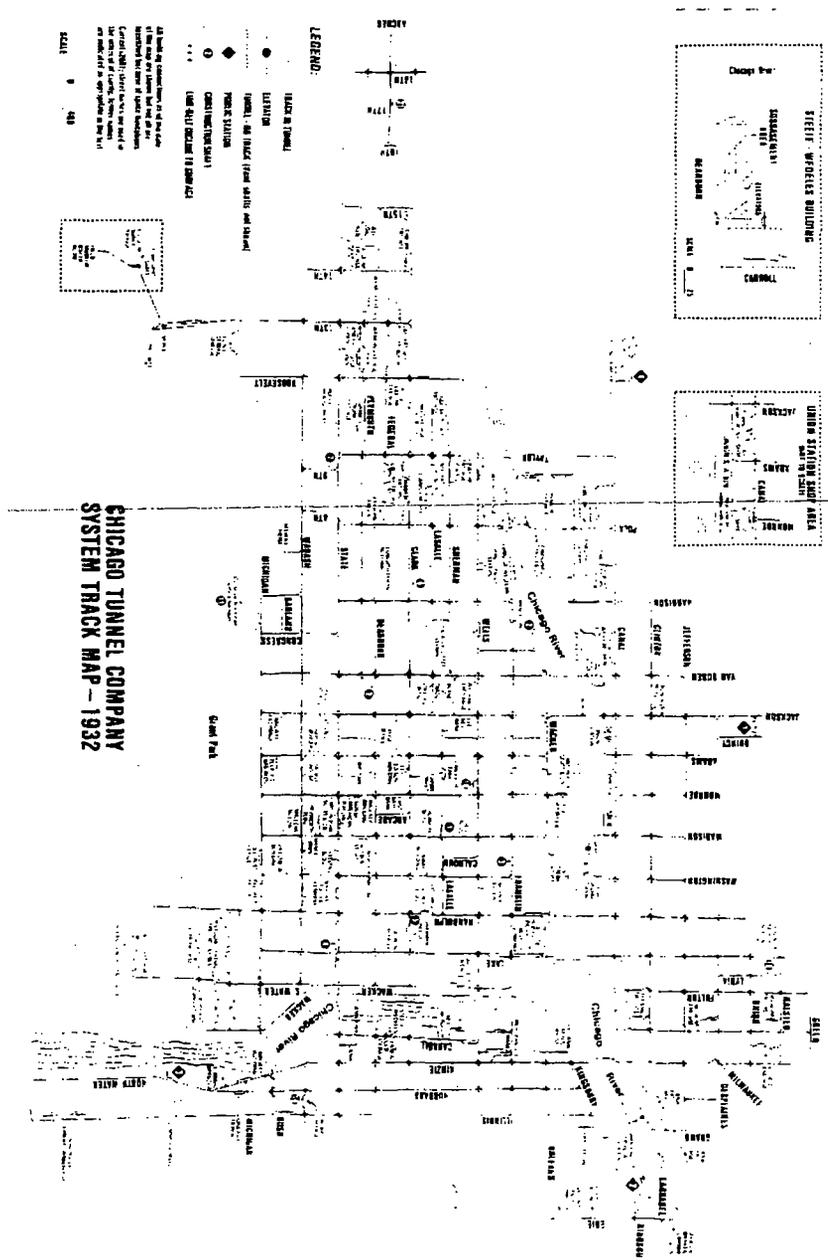


Exhibit 6.
(To Ordinance)

Chicago Freight Tunnel Map.
(Page 2 of 2)



AUTHORIZATION FOR GRANTS OF PRIVILEGE
IN PUBLIC WAY.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, October 3, 2006.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances transmitted herewith for grants of privilege in the public way. These ordinances were referred to the Committee on September 13, 2006 and October 3, 2006.

This recommendation was concurred in unanimously by a viva voce vote of the members of the Committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS R. ALLEN,
Chairman.

On motion of Alderman Allen, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Said ordinances, as passed, read as follows (the italic heading in each case not being a part of the ordinance):

Advocate Illinois Masonic Medical Center.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Advocate Illinois Masonic Medical Center, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) sample basin manhole on the public right-of-way adjacent to its premises known as 836 West Wellington Avenue. Said sample basin manhole shall be four (4) feet in diameter and fifteen (15) feet in depth along West Wellington Avenue. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1054217 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after July 29, 2006.

[Drawing referred to in this ordinance printed
on page 87588 of this *Journal*.]

AH Financial Inc.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to AH Financial Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use an existing vault under the public right-of-way adjacent to its premises known as 1800 West 18th Street. Said vault shall be sixty (60) feet in length and three (3) feet in width for a total of one hundred eighty (180) square feet. Vault shall be located under and along South Wood Street. Vault has been constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1052734 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87590 of this *Journal*.]

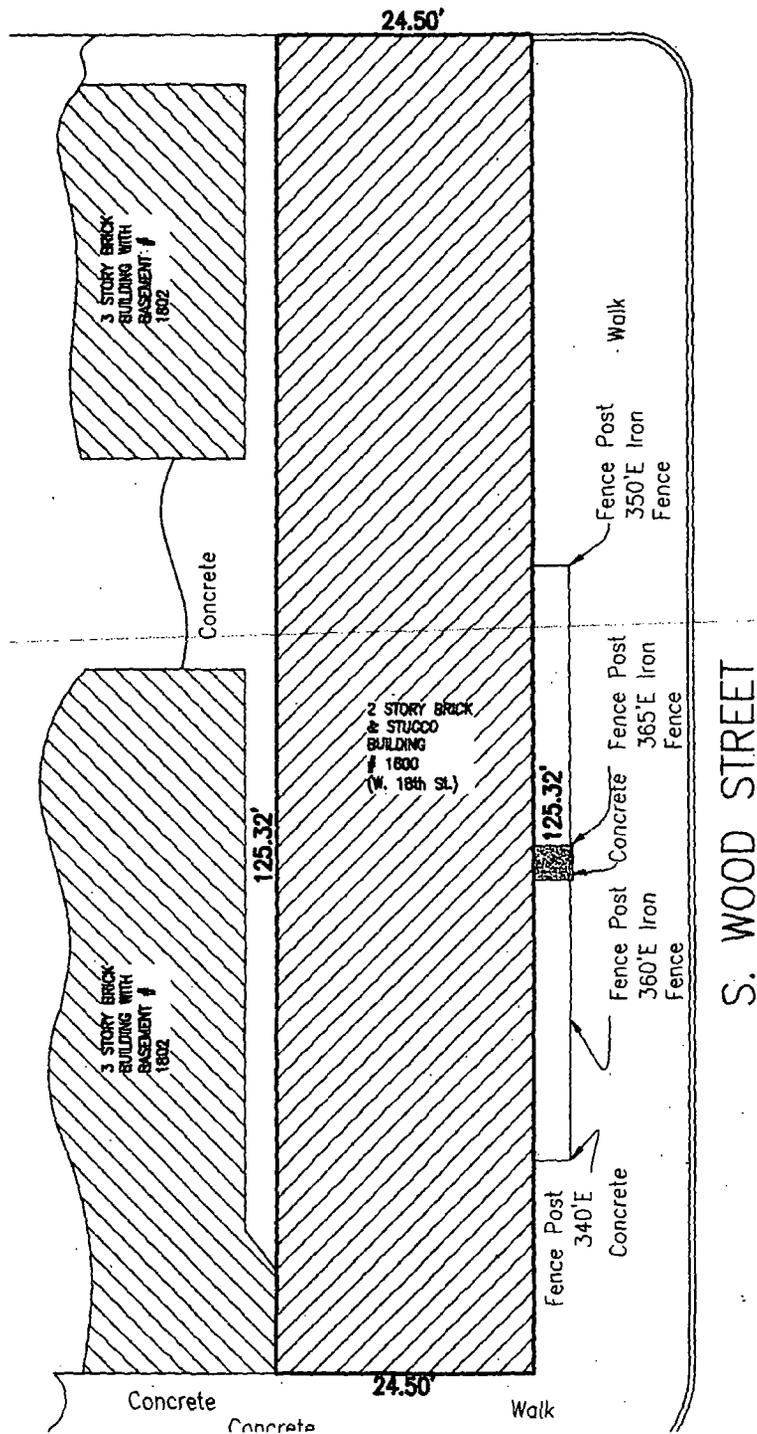
Aldo Castillo Gallery.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Aldo Castillo Gallery, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its

(Continued on page 87591)

Ordinance associated with this drawing printed on page 87589 of this Journal.



(Continued from page 87589)

premises known as 675 North Franklin Street. Said sign shall measure six and three-tenths (6.3) feet in length and one and two-tenths (1.2) feet in height and shall be ten (10) feet above grade. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1053704 herein granted the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87592 of this *Journal*.]

Alliance Bakery.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Alliance Bakery, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projected over the public right-of-way adjacent to its premises known as 1736 West Division Street. Said sign shall be six (6) feet in length and three (3) feet in width for a total of eighteen (18) square feet and ten (10) feet above grade. The location of said privilege shall be as shown on print hereto attached,

(Continued on page 87593)

Ordinance associated with this drawing printed on pages 87589 and 87591 of this Journal.



(Continued from page 87591)

which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1054117 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87594 of this *Journal*.]

Always Thai Restaurant.

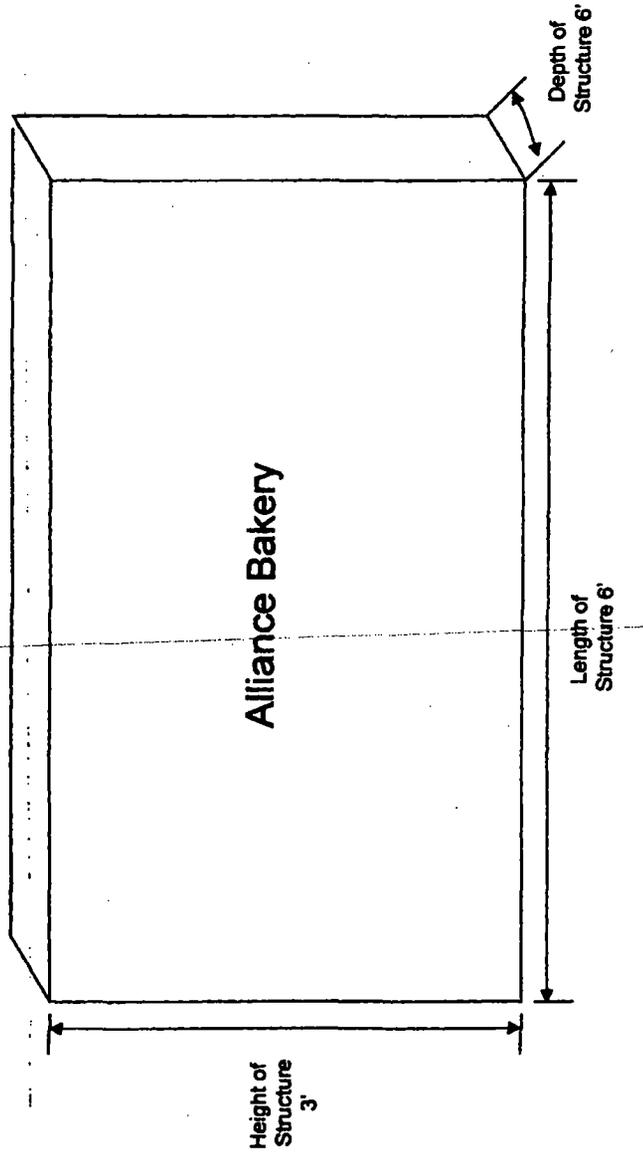
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Always Thai Restaurant, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way adjacent to its premises known as 1825 West Irving Park Road. Said sign shall measure five (5) feet in length and four (4) feet in height for a total of twenty (20) square feet and shall be fourteen (14) feet above grade. The location of said privilege shall be as

(Continued on page 87595)

Ordinance associated with this drawing printed on pages 87591 and 87593 of this *Journal*.

Sign Drawing – Alliance Bakery – 1736 W. Division St.



(Continued from page 87593)

shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1053768 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87596 of this *Journal*.]

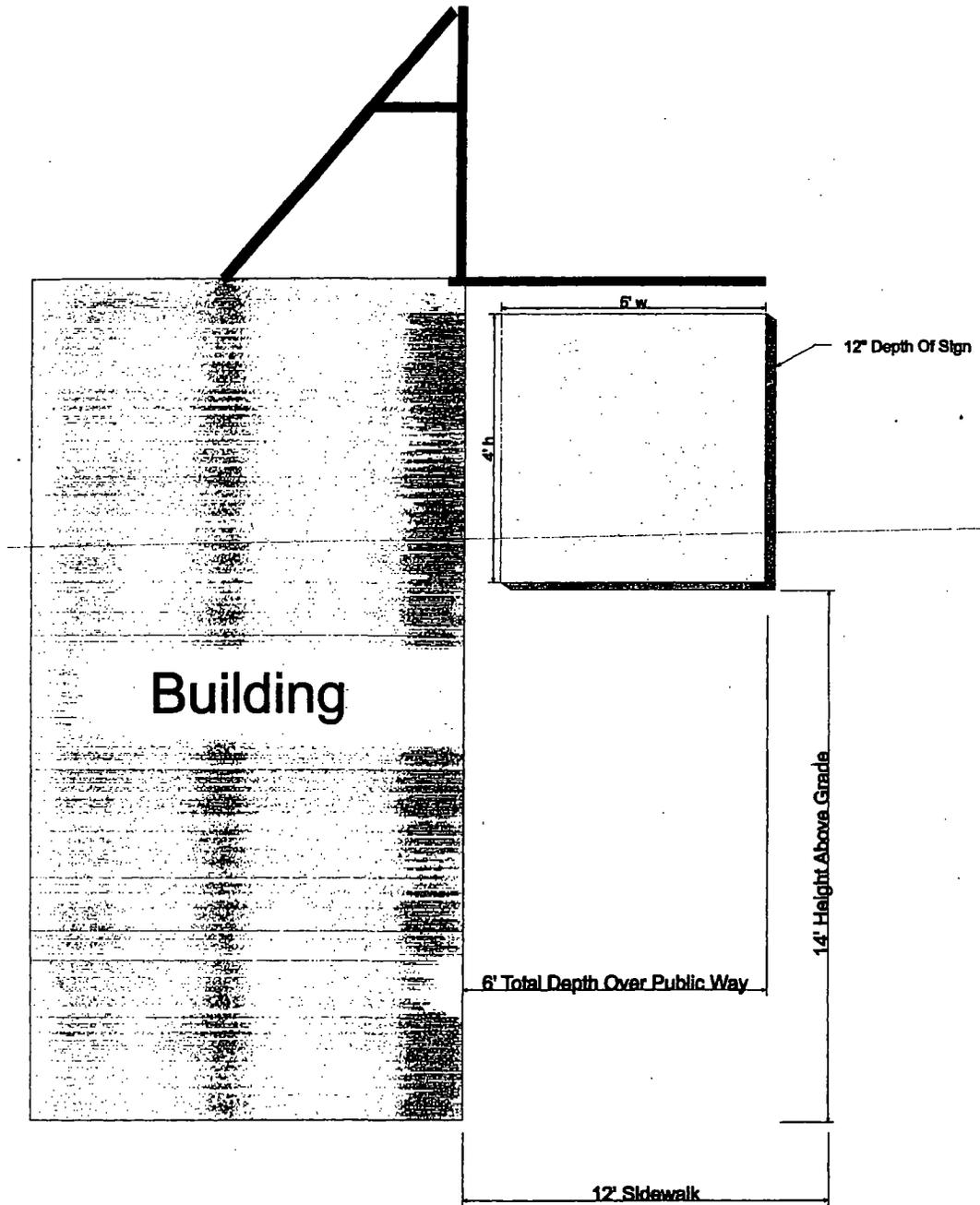
Aqua Azul, Inc.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Aqua Azul, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way adjacent to its premises known as 1632 West 47th Street. Said sign shall measure six (6) feet in length and five and ten-hundredths (5.10) feet in height and shall be ten (10) feet above grade. The location of said privilege shall be as shown on print hereto

(Continued on page 87597)

Ordinance associated with this drawing printed on pages 87593 and 87595 of this *Journal*.



(Continued from page 87595)

attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1054290 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87598 of this *Journal*.]

Arby's Roast Beef.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Arby's Roast Beef, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) structural projection over the public right-of-way attached to its premises known as 195 North Dearborn Street. Said structural projection shall measure fifty-three (53) feet in length and sixteen (16) feet in depth for a total of eight hundred forty-eight (848) square feet and shall be fourteen (14) feet above grade. The location of said privilege shall be as shown on print hereto attached.

(Continued on page 87599)

Ordinance associated with this drawing printed on pages 87595 and 87597 of this *Journal*.



(Continued from page 87597)

which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation, the Office of Emergency Management and Communications and the Department of Planning and Development.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1054131 herein granted the sum of Three Thousand Thirty-nine and no/100 Dollars (\$3,039.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87600 of this *Journal*.]

Arun's Thai Restaurant.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Arun's Thai Restaurant, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed one (1) curb cut in the public right-of-way adjacent to its premises known as 4156 North Kedzie Avenue. Said curb cut shall be installed to facilitate deliveries in a loading zone and shall measure approximately twenty (20) feet in length and ten (10) feet in width for a total of two hundred (200) square feet located along West Berteau Avenue. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby

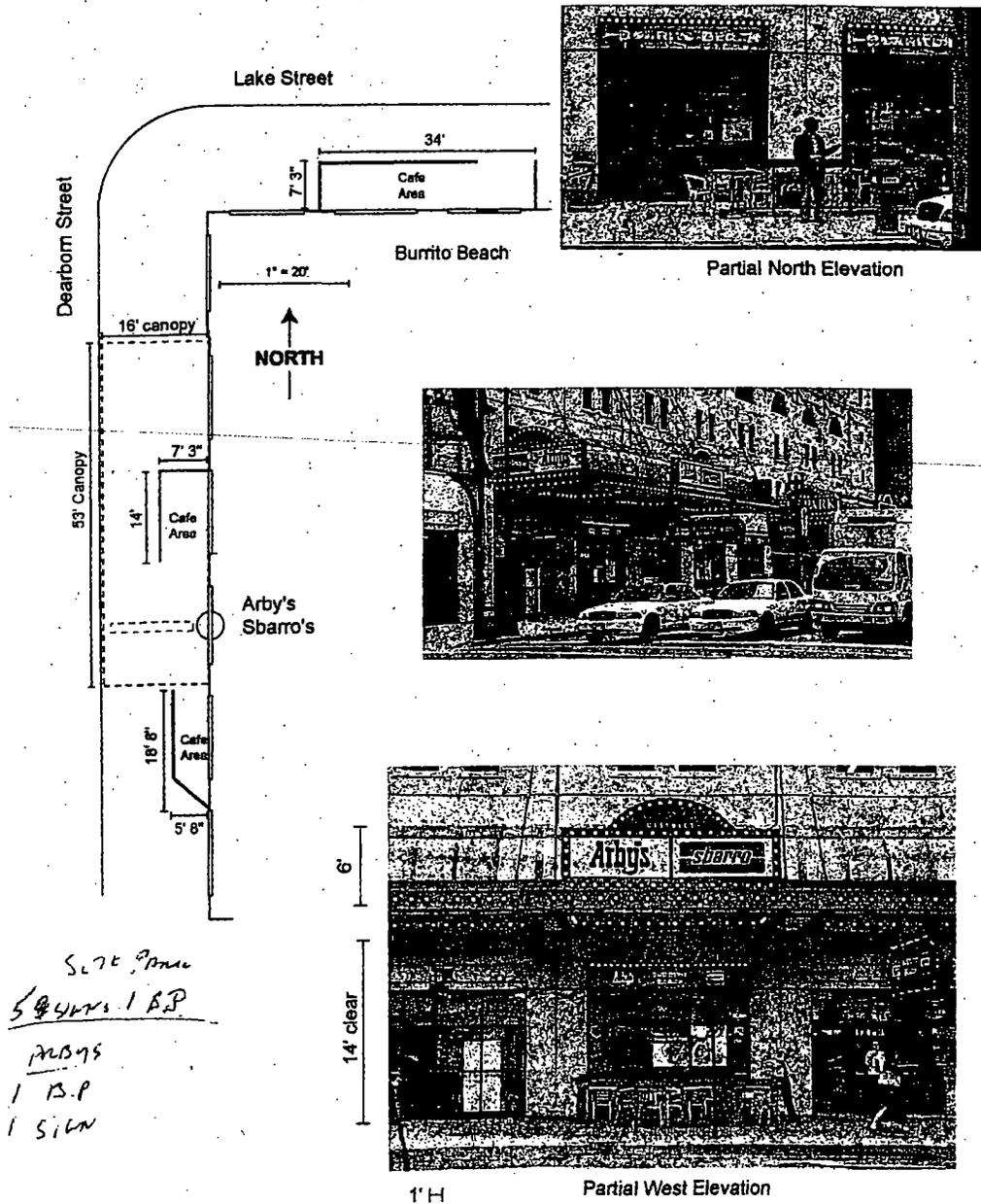
(Continued on page 87601)

Ordinance associated with this drawing printed on pages 87597 and 87599 of this Journal.

CHICAGO SIGN

630-407-0802 Fax 630-407-0805
www.ChicagoSigns@aol.com

May 18, 2006
Arby's Sbarro's Burrito Beach
195 N. Dearborn St
Chicago, IL



5274 Ppmu
5 @ 4 WTS 1 B.P.
Arbys
1 B.P.
1 SIGN

1" H

Partial West Elevation

(Continued from page 87599)

incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation, the Office of Emergency Management and Communications and the Department of Planning and Development.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1054182 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after July 25, 2006.

[Drawing referred to in this ordinance printed
on page 87602 of this *Journal*.]

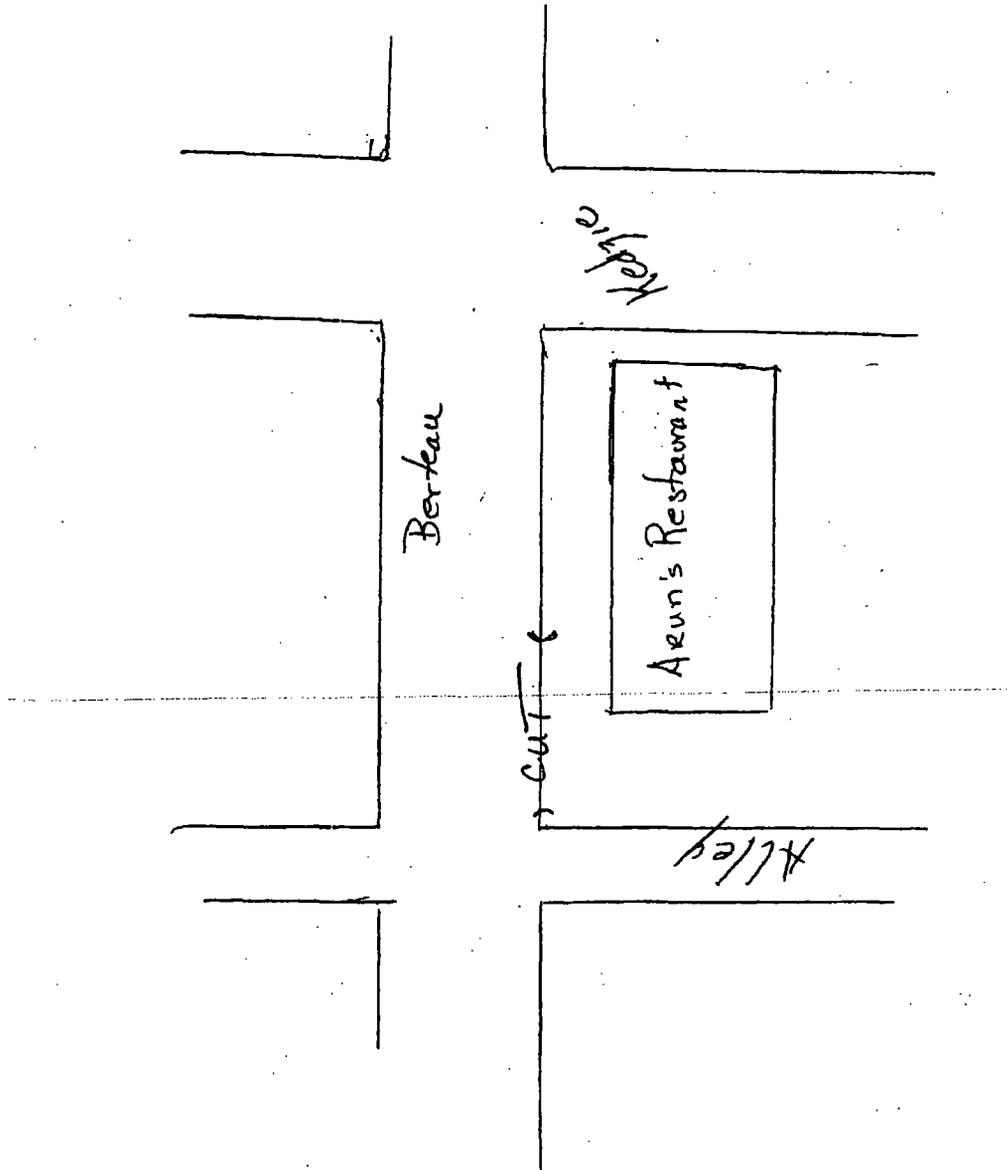
Atlas Cafe, Inc.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Atlas Cafe, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way adjacent to its premises known as 3028 West Armitage Avenue. Said sign shall be four (4) feet in length and four (4) feet in width for a total of sixteen (16) square feet and ten (10) feet above grade. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this

(Continued on page 87603)

Ordinance associated with this drawing printed
on pages 87599 and 87601 of this Journal.



(Continued from page 87601)

ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1055101 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87604 of this *Journal*.]

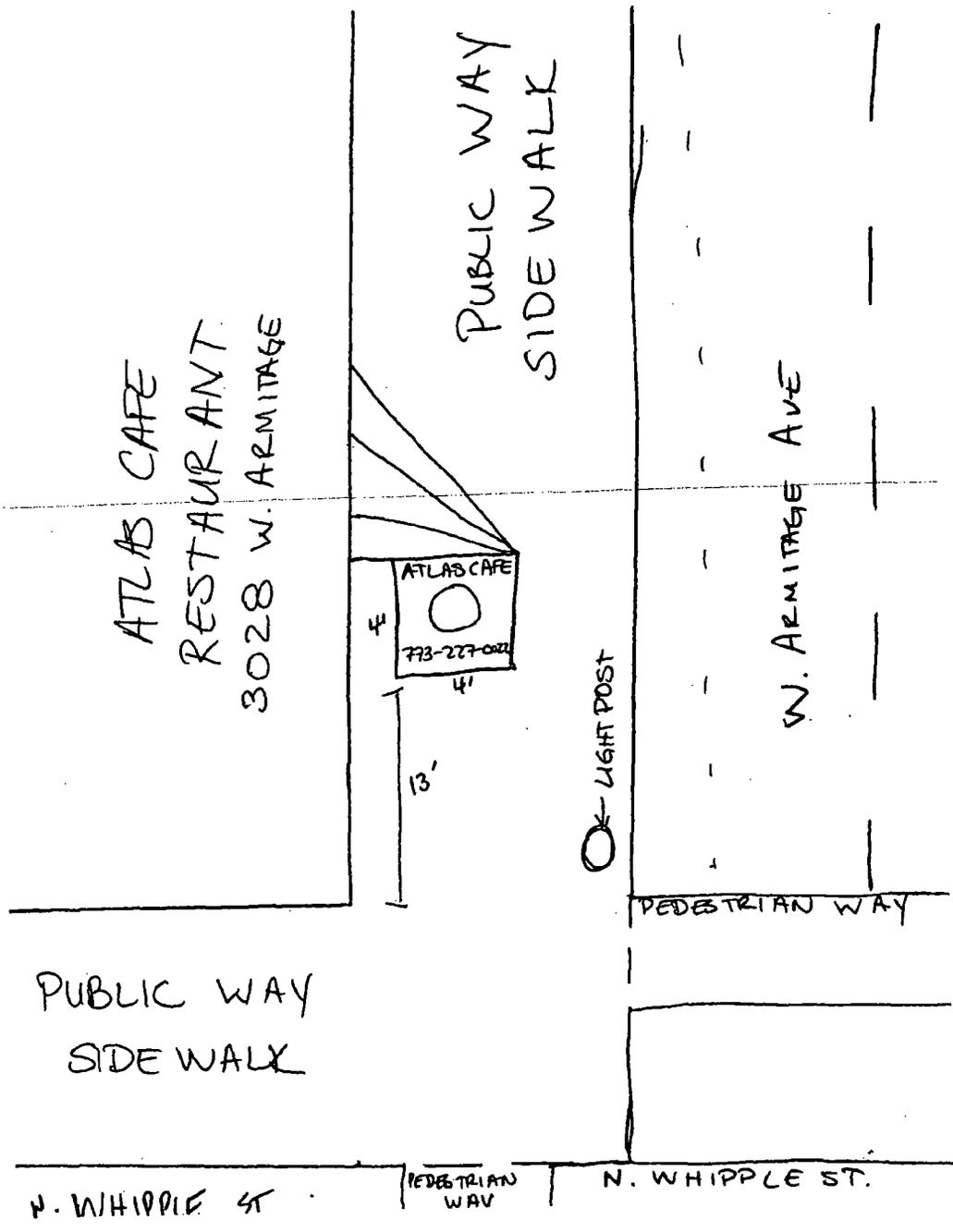
Avantgarde BG.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Avantgarde BG, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way adjacent to its premises known as 5237 -- 5241 North Harlem Avenue. Said sign shall be five (5) feet in length and four (4) feet in width for a total of twenty (20) square feet and fourteen (14) feet above grade. The location of said privilege shall be as shown on

(Continued on page 87605)

Ordinance associated with this drawing printed on pages 87601 and 87603 of this Journal.



(Continued from page 87603)

print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with approved plans and specifications by the Department of Transportation and the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1054994 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87606 of this *Journal*.]

Banana Joe's.

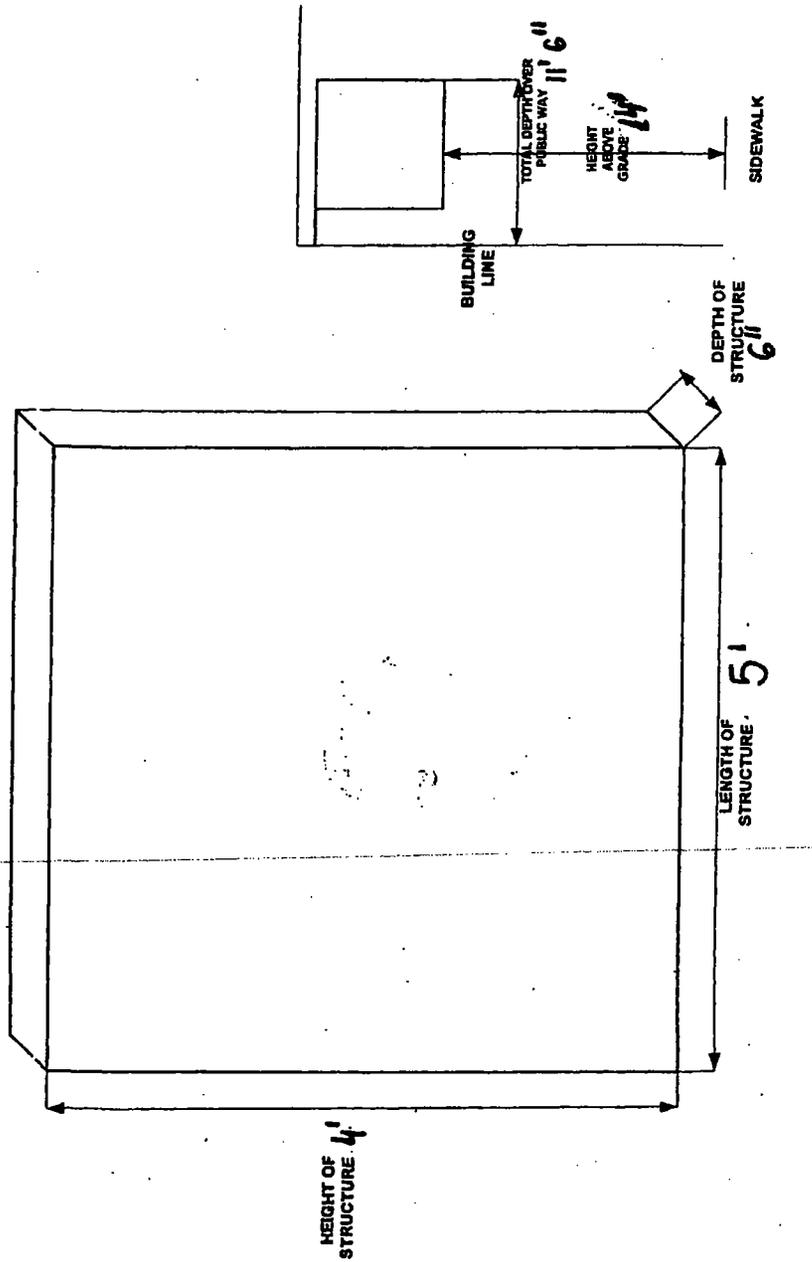
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Banana Joe's, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way adjacent to its premises known as 940 West Weed Street. Said sign shall be three and eleven-hundredths (3.11) feet in length and three and eleven-hundredths (3.11) feet in width for a total of nine and sixty-seven hundredths (9.67) square feet and ten (10) feet above grade. The location of said privilege shall be as shown on print hereto attached, which by

(Continued on page 87607)

Ordinance associated with this drawing printed on pages 87603 and 87605 of this *Journal*.

MARIO'S CAFE Inc.
DBA AVANTGARDE BQ
5237-41 N. HARLEM AVE
CHICAGO IL 60656



(Continued from page 87605)

reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1055066 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87608 of this *Journal*.]

Belmonte Liquors.

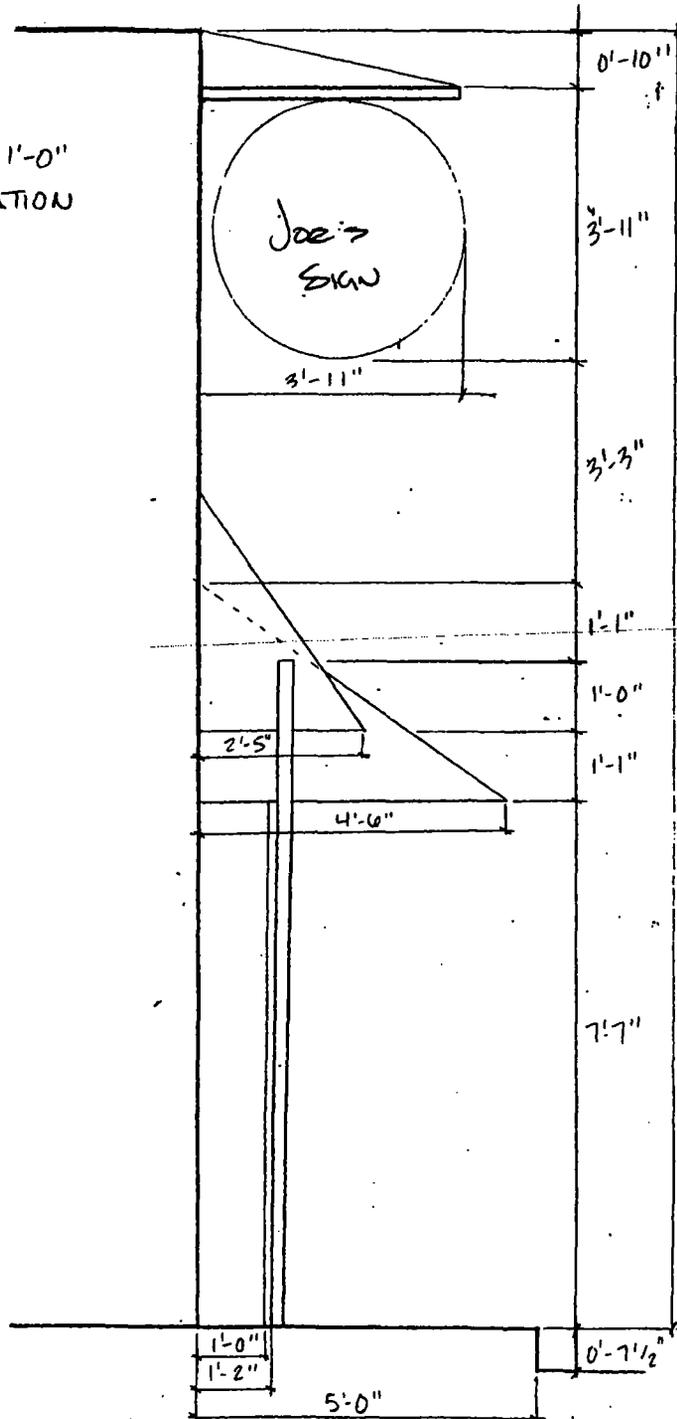
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Belmonte Liquors, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way adjacent to its premises known as 600 South Cicero Avenue. Said sign shall measure seven and five-tenths (7.5) feet in length and three and nine-tenths (3.9) feet in height and shall be fourteen (14) feet above grade. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part

(Continued on page 87609)

Ordinance associated with this drawing printed on pages 87605 and 87607 of this Journal.

SCALE: 1/2" = 1'-0"
EAST ELEVATION



(Continued from page 87607)

of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1054649 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87610 of this *Journal*.]

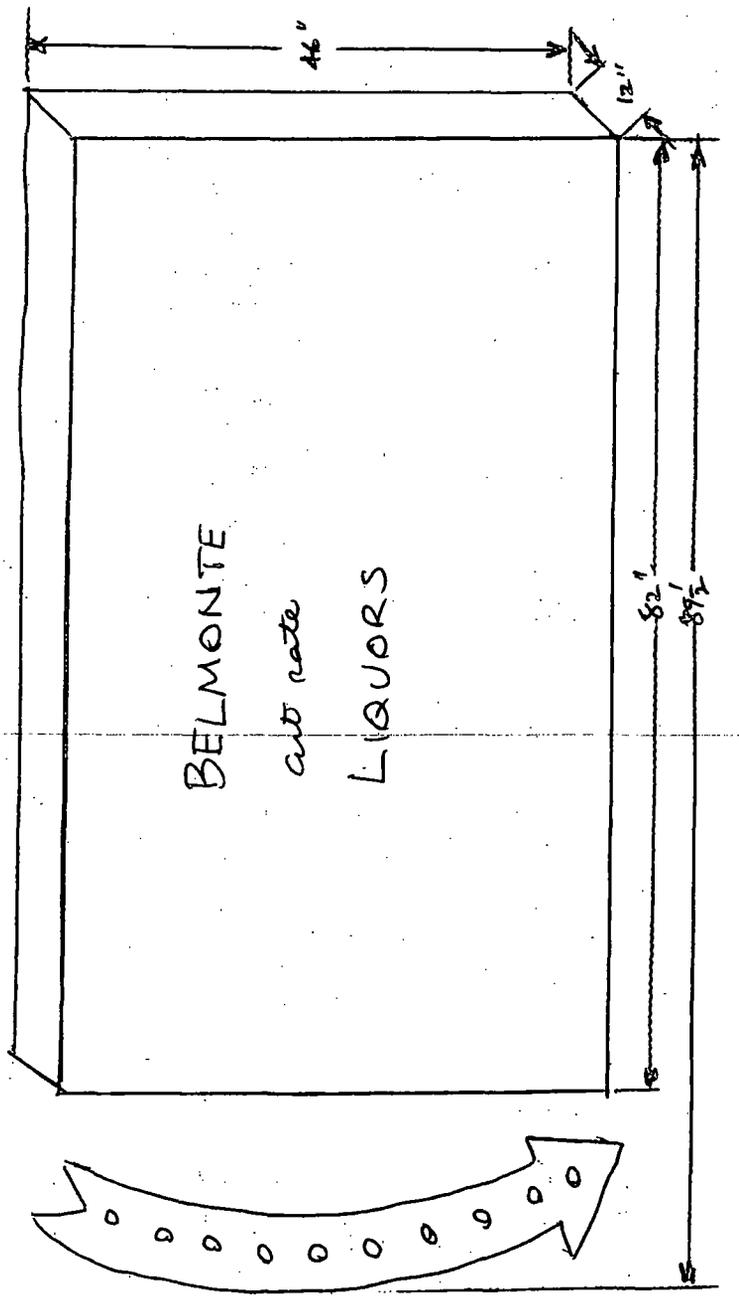
Bennett Brothers, Inc.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Bennett Brothers, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, vaulted areas used for storage in the block

(Continued on page 87611)

Ordinance associated with this drawing printed on pages 87607 and 87609 of this Journal.



(Continued from page 87609)

bounded by East Adams Street, East Monroe Street, South State Street and South Wabash Avenue adjacent to its premises known as 30 East Adams Street and described as follows:

Under east/west alley -- vault is twenty (20) feet in length and nine (9) feet in width at first (1st) basement level for one hundred eighty (180) square feet and at second (2nd) basement level for one hundred eighty (180) square feet, a total of three hundred sixty (360) square feet.

Under north/south alley -- vault is forty-nine (49) feet in length and six (6) feet in width at first (1st) basement level for two hundred ninety-four (294) square feet and at second (2nd) basement level for two hundred ninety-four (294) square feet, a total of five hundred eighty-eight (588) square feet.

Under south/east corner -- vault is ten (10) feet in length and ten (10) feet in width at first (1st) basement level for one hundred (100) square feet, and at second (2nd) basement level for one hundred (100) square feet, a total two hundred (200) per original square feet.

Grand total of square footage is one thousand one hundred forty-eight (1,148). The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

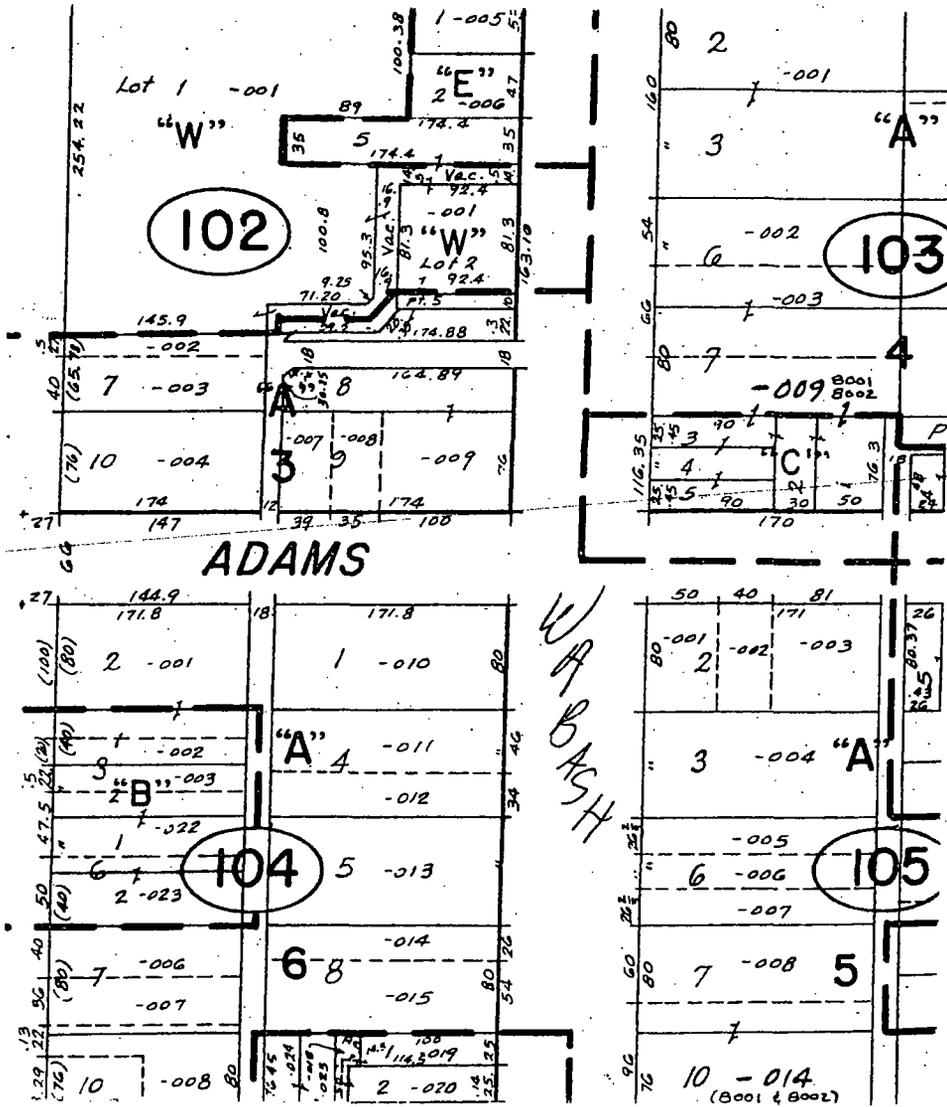
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1053822 herein granted the sum of Two Thousand Nine and no/100 Dollars (\$2,009.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after July 15, 2006.

[Drawing referred to in this ordinance printed
on page 87612 of this *Journal*.]

Ordinance associated with this drawing printed on pages 87609 and 87611 of this Journal.



Ben Pao.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Ben Pao, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way adjacent to its premises known as 52 West Illinois Street. Said sign shall measure three and two-tenths (3.2) feet in length and four and one-tenth (4.1) feet in height and shall be thirteen and two-tenths (13.2) feet above grade. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1054862 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87614 of this *Journal*.]

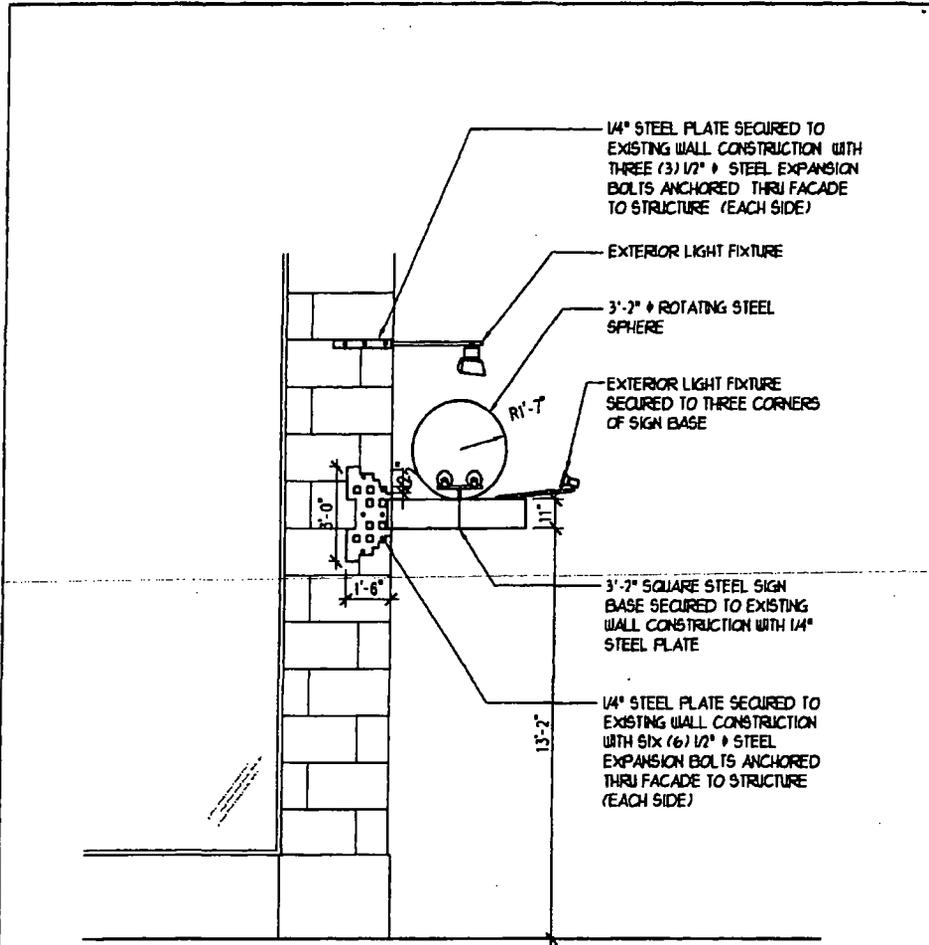
Beverly Yoga Center.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Beverly Yoga Center, upon the terms and subject to the conditions of this ordinance, to

(Continued on page 87615)

Ordinance associated with this drawing printed on page 87613 of this *Journal*.



ELEVATION @ SIGN
 1/4" = 1'-0"

<p>Aria Group Architects Inc. 830 North Blvd. Oak Park, Illinois 60301 708.445.8400 708.445.1788 Fax</p>	DESCRIPTION:	DRAWN BY: CMJ	CHKD BY: JG
	ELEVATION AT EXTERIOR SIGN	SCALE: 1/4" = 1'-0"	
		DATE: 08-02-06	
	JOB NAME: BEN PAO	JOB NUMBER	SHEET
		ASK-01	

(Continued from page 87613)

maintain and use one (1) banner projecting over the public right-of-way adjacent to its premises known as 1917 West 103rd Street. Said banner shall measure two (2) feet in length and three (3) feet in height for a total of six (6) square feet and shall be twelve (12) feet above grade. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1053909 herein granted the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87616 of this *Journal*.]

Bijan Bistro.

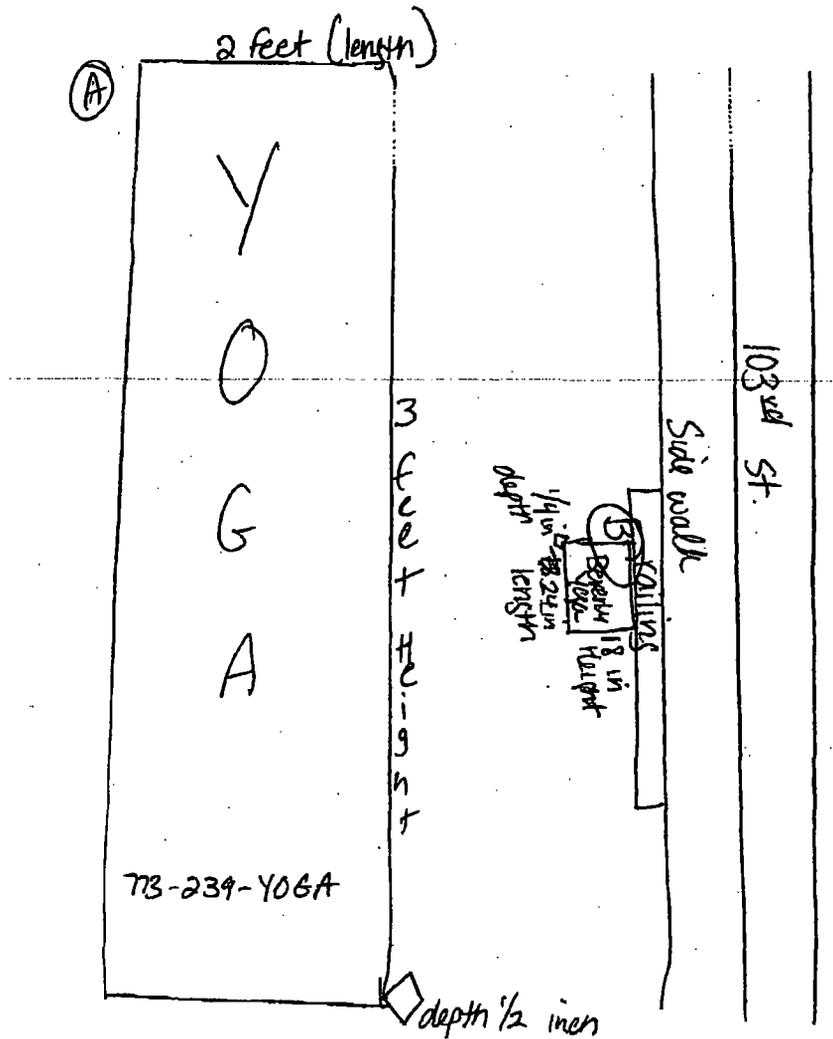
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Bijan Bistro, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) windscreen on the public right-of-way attached to its premises known as 633 North State Street. Said windscreen shall be used to cover the main

(Continued on page 87617)

Ordinance associated with this drawing printed on pages 87613 and 87615 of this Journal.

Beverly Yoga Center
1917 W. 103rd St



(Continued from page 87615)

entrance on the front of the building and shall measure nine (9) feet in length, one (1) foot in depth and nine (9) feet in height. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Grantee must allow the required clear and unobstructed space for pedestrian passage at all times per rules and regulations approved by the Department of Transportation. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1055061 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87618 of this *Journal*.]

Joseph And Catherine Bilek.

Be It Ordained by the City Council of the City of Chicago:

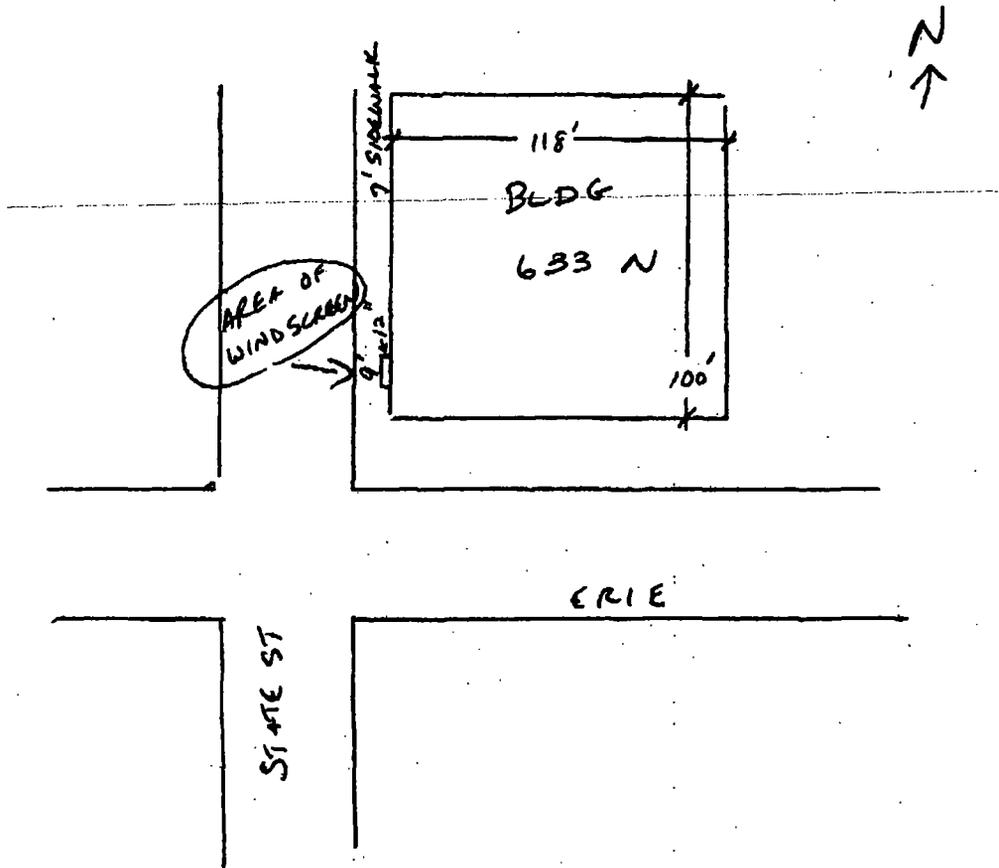
SECTION 1. Permission and authority are hereby given and granted to Joseph and Catherine Bilek, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) occupation of space (alley) on the public right-of-way adjacent to its premises known as 10544 South Avers Avenue. A portion of the public alley, which dead ends, shall occupy a fence, swing set and a

(Continued on page 87619)

Ordinance associated with this drawing printed
on pages 87615 and 87617 of this Journal.

633 N STATE ST
BISAN'S BISTRO

WIND SCREEN PLAN



(Continued from page 87617)

forty (40) foot evergreen tree and shall measure seventeen (17) feet in length and sixteen (16) feet in width for a total of two hundred seventy-two (272) square feet. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation, the Office of Emergency Management and Communications and the Department of Planning and Development.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1052781 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87620 of this *Journal*.]

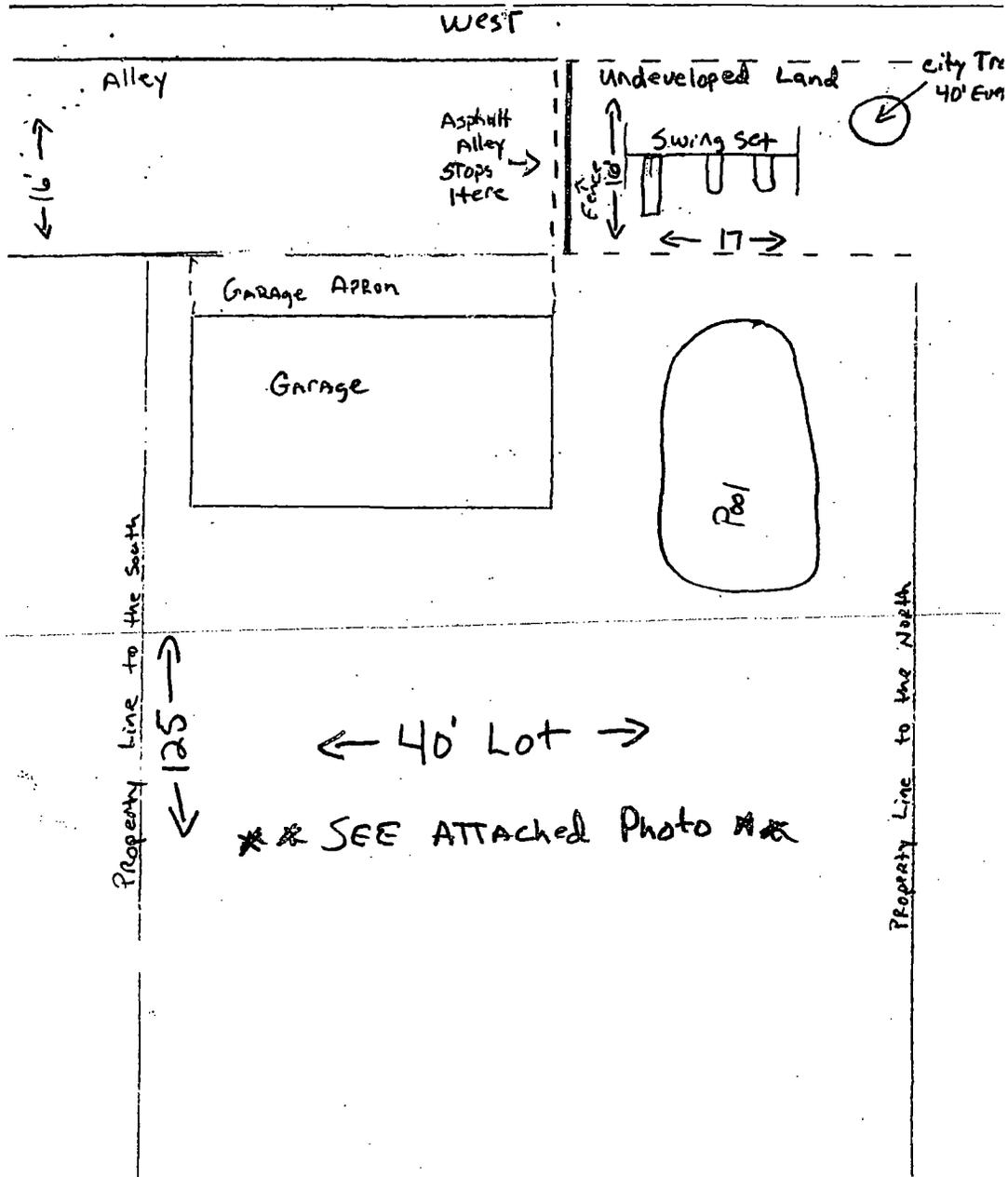
Block 37 Office, L.L.C.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Block 37 Office, L.L.C., upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use two (2) building projections over the public right-of-way adjacent to its premises known as 22 West Washington Street. Said building projections are described as brick/granite banding at perimeter of building

(Continued on page 87621)

Ordinance associated with this drawing printed on pages 87617 and 87619 of this Journal.



(Continued from page 87619)

and shall measure one (1) at ninety-one (91) feet in length and sixteen (16) inches in width located along North Dearborn Street and one (1) at two hundred ten (210) feet in length and sixteen (16) inches in width located along West Washington Street. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation, the Office of Emergency Management and Communications and the Department of Planning and Development.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1053802 herein granted the sum of Two Thousand Eighty-two and no/100 Dollars (\$2,082.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87622 of this *Journal*.]

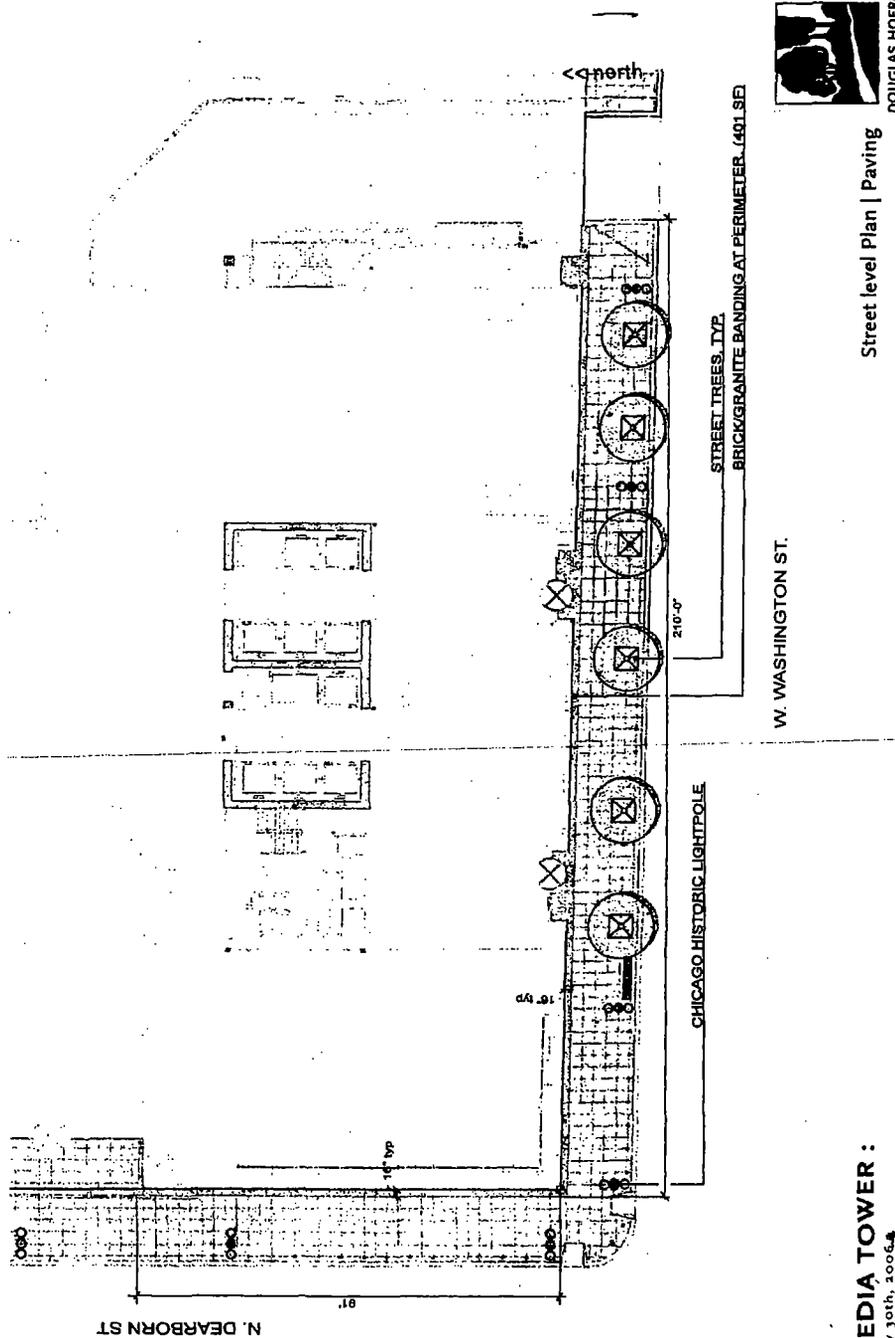
Buca Di Beppo.
(Statues)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Buca Di Beppo, upon the terms and subject to the conditions of this ordinance, to maintain and use two (2) statues on the public right-of-way adjacent to its premises known as 521 North Rush Street. Said decorative statues shall be in close proximity to

(Continued on page 87623)

Ordinance associated with this drawing printed on pages 87619 and 87621 of this Journal.



Street level Plan | Paving
DOUGLAS HOERR

MEDIA TOWER :
May 30th, 2006

(Continued from page 87621)

building entrance and shall measure twenty-one (21) inches in width, twenty-one (21) inches in depth and eighty (80) inches in height. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Grantee must allow the required clear and unobstructed space for pedestrian passage at all times per rules and regulations approved by the Department of Transportation. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation, the Office of Emergency Management and Communications and the Department of Planning and Development.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1054551 herein granted the sum of Eight Hundred and no/100 Dollars (\$800.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87624 of this *Journal*.]

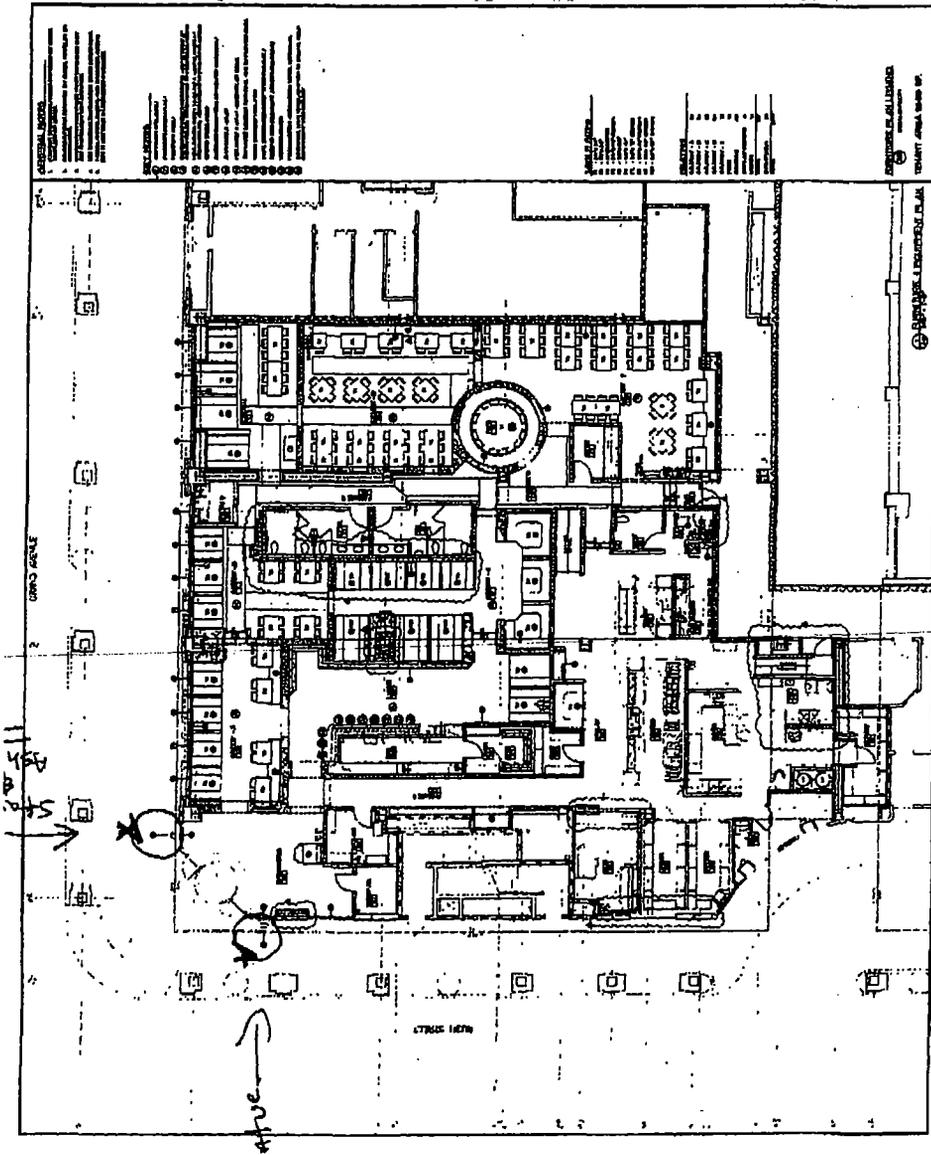
Buca Di Beppo.
(Urn)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Buca Di Beppo, upon the terms and subject to the conditions of this ordinance, to maintain

(Continued on page 87625)

Ordinance associated with this drawing printed on pages 87621 and 87623 of this *Journal*.



(Continued from page 87623)

and use one (1) urn on the public right-of-way for beautification purposes adjacent to its premises known as 521 North Rush Street. Said urn shall be in close proximity to building entrance located along North Rush Street and shall measure eighteen (18) inches in diameter and forty (40) inches in height. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Grantee must allow the required clear and unobstructed space for pedestrian passage at all times per rules and regulations approved by the Department of Transportation. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1054552 herein granted the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87626 of this *Journal*.]

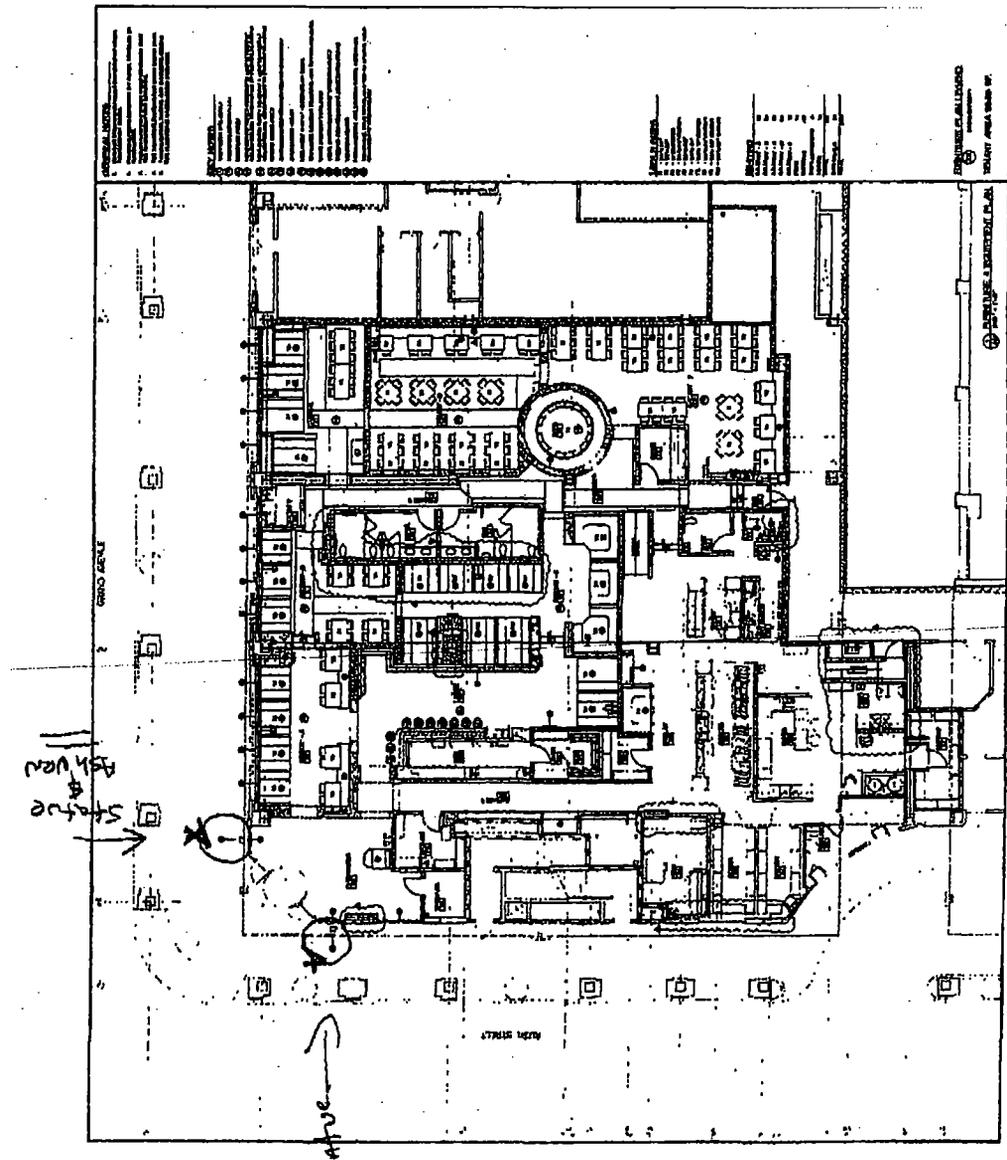
The Bungalow.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to The Bungalow, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way adjacent to its premises known as 1622 West Belmont Avenue. Said sign shall be four (4) feet in length and five (5) feet in width for a total of twenty (20) square feet and ten (10) feet

(Continued on page 87627)

Ordinance associated with this drawing printed on pages 87623 and 87625 of this *Journal*.



(Continued from page 87625)

above grade. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1052864 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87628 of this *Journal*.]

Cabaret Metro.

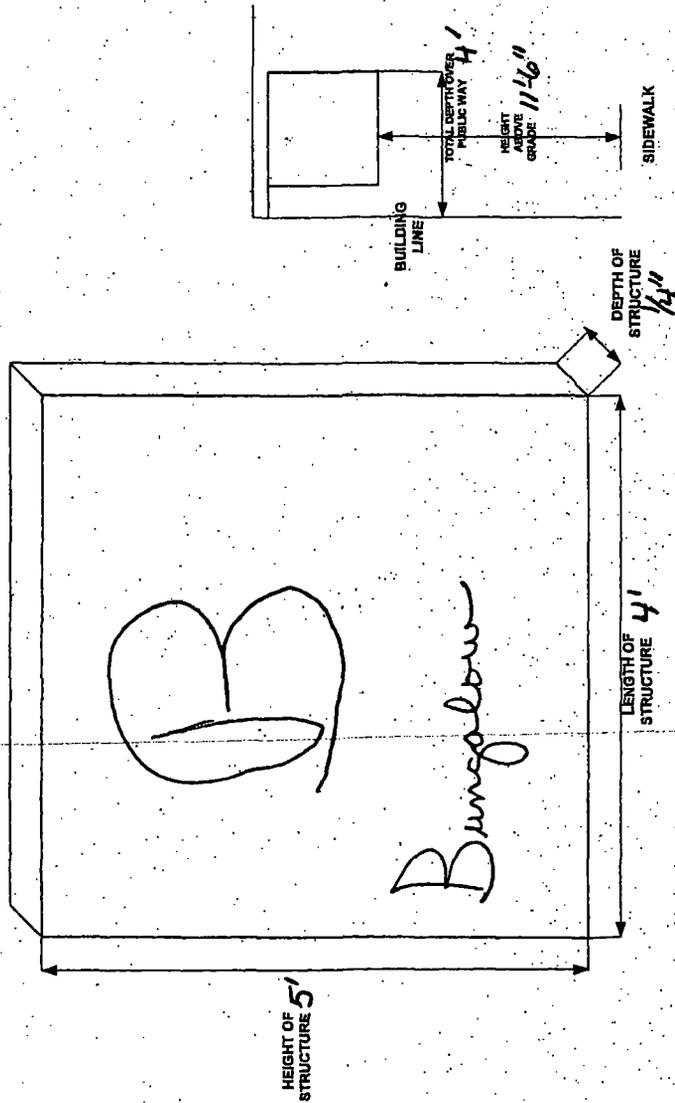
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Cabaret Metro, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way adjacent to its premises known as 3730 North Clark Street. Said sign shall measure seven (7) feet in length and eight (8) feet in height for a total of fifty-six (56) square feet and shall be eighteen and eight-hundredths (18.08) feet above grade. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

(Continued on page 87629)

Ordinance associated with this drawing printed on pages 87625 and 87627 of this Journal.

HOSPITALITY INC.
DBA: BUNGALOW
1622 W. BELMONT AVE
CHICAGO, IL 60657



Handwritten signature: Paul Williams

(Continued from page 87627)

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1054299 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87630 of this *Journal*.]

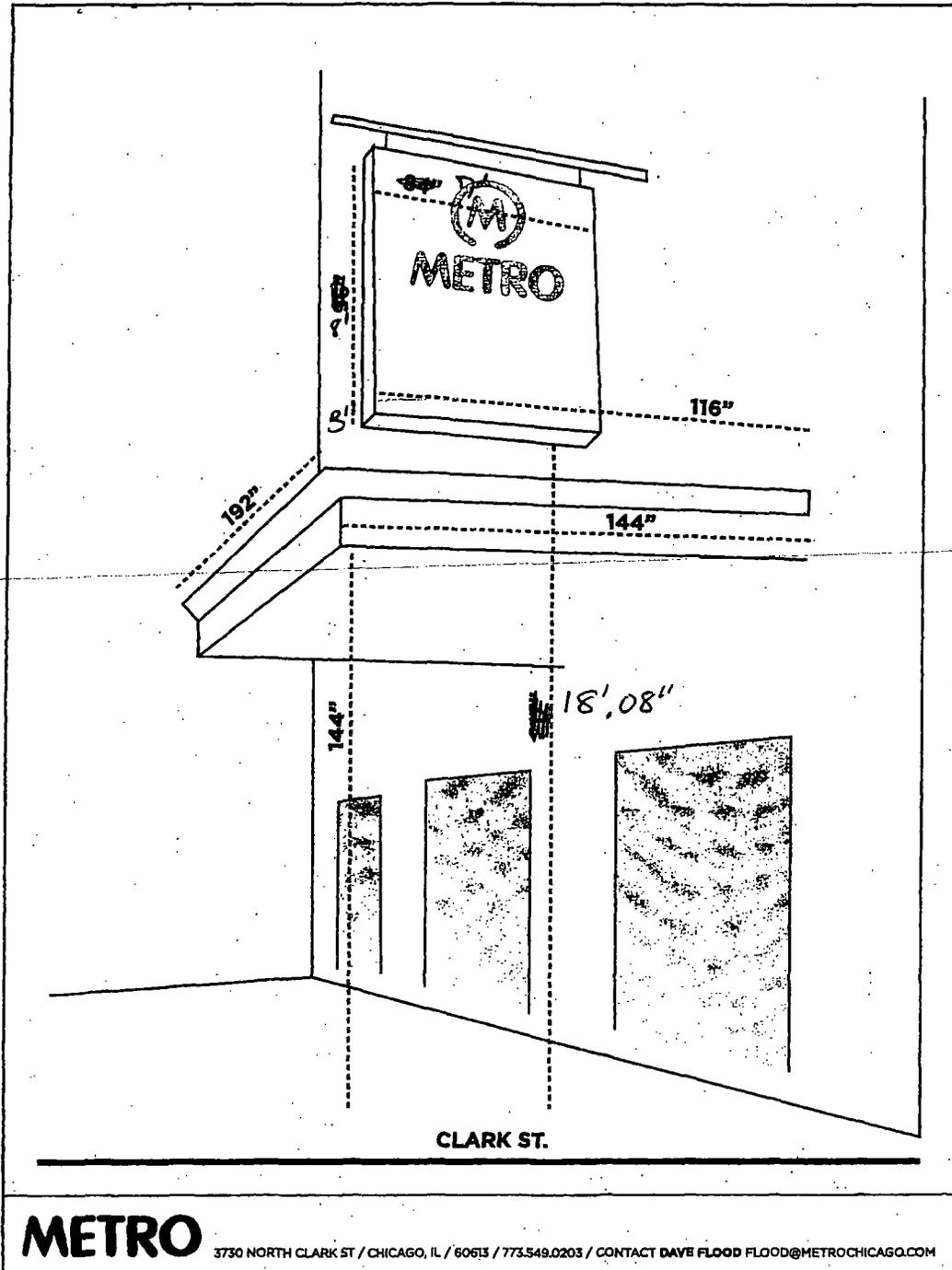
Cafe Bolero.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Cafe Bolero, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use four (4) planters on the public right-of-way for beautification purposes adjacent to its premises known as 2252 North Western Avenue. Said planters shall be three (3) feet in length and three (3) feet in width, for a total of eighteen (18) square feet. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation, the Department of Planning and Development and the Office of Emergency Management and Communications.

(Continued on page 87631)

Ordinance associated with this drawing printed on pages 87627 and 87629 of this Journal.



METRO

3730 NORTH CLARK ST / CHICAGO, IL / 60613 / 773.549.0203 / CONTACT DAVE FLOOD FLOOD@METROCHICAGO.COM

(Continued from page 87629)

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1051492 herein granted the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87632 of this *Journal*.]

Cafe Laguardia.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Cafe Laguardia, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 2111 West Armitage Avenue. Said sign shall measure five (5) feet in length and four (4) feet in height for a total of twenty (20) square feet and shall be thirteen (13) feet above grade. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1055167 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

(Continued on page 87633)

(Continued from page 87631)

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87634 of this *Journal*.]

Cafe Matou.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Cafe Matou, upon the terms and subject to the conditions of this ordinance, to maintain and use four (4) planters on the public right-of-way for beautification purposes adjacent to its premises known as 1846 --1848 North Milwaukee Avenue. Said planters shall be two (2) feet in length and two (2) feet in width for a total of four (4) square feet. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation, the Office of Emergency Management and Communications and the Department of Planning and Development.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1052298 herein granted the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87634 of this *Journal*.]

Ordinance associated with this drawing printed on pages 87631 and 87633 of this Journal.

EXAMPLE OF SIGN DRAWING.

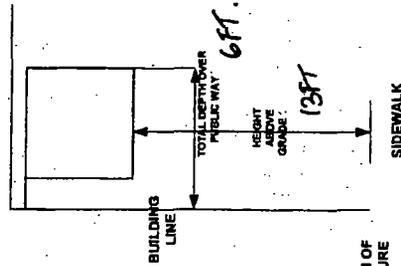
2111 W. WARMITAGE



HEIGHT OF STRUCTURE
4 FT.

LENGTH OF STRUCTURE
5 FT.

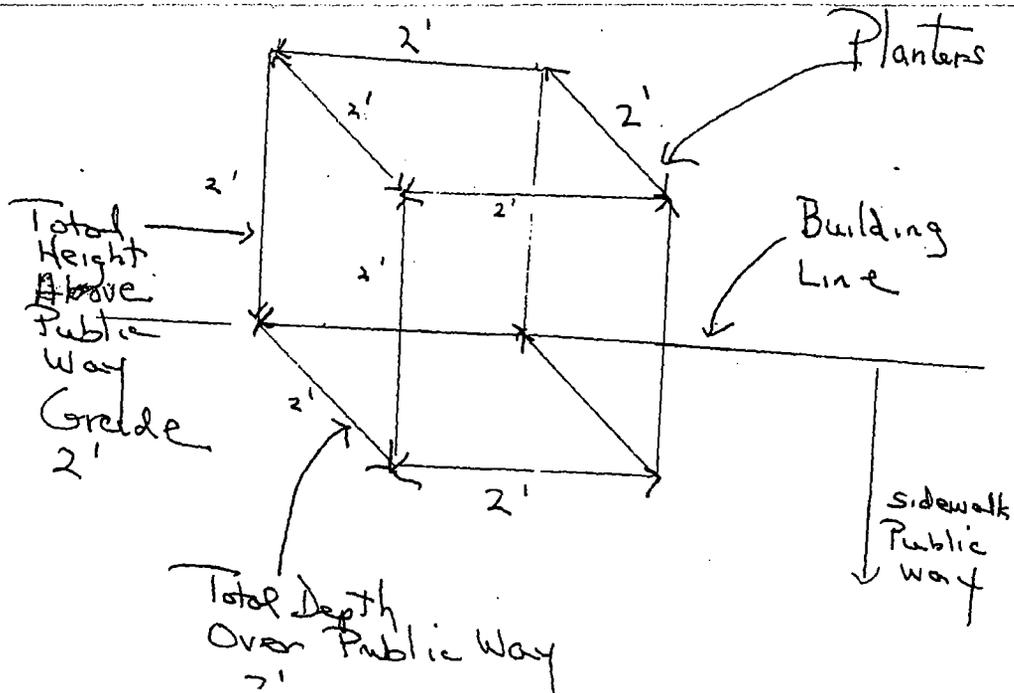
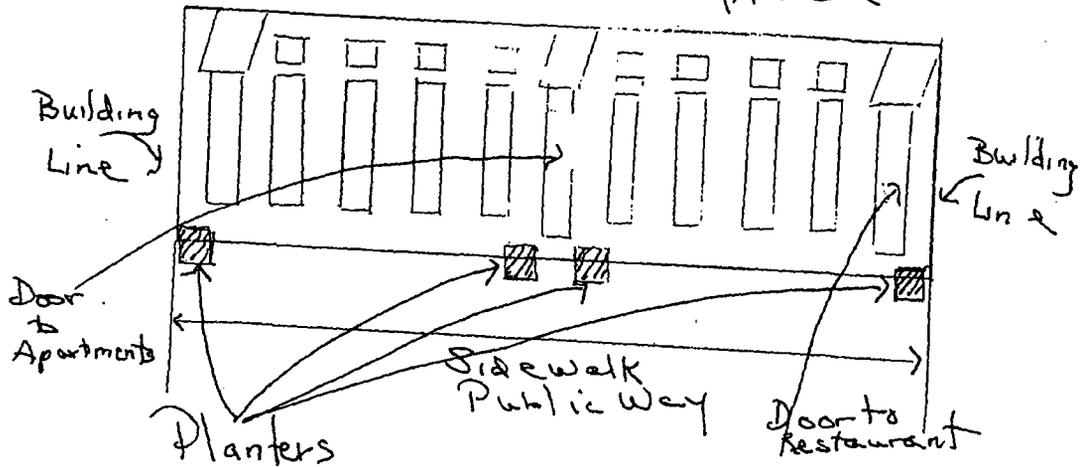
DEPTH OF STRUCTURE
8 IN.



Ordinance associated with this drawing printed on page 87633 of this Journal.

1846-1848 N. Milwaukee

CAFE MATOU



Casa Puebla, L.P.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Casa Puebla L.P., upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) existing stairs on the public right-of-way adjacent to its premises known as 1313 West 19th Street. Said concrete stairs are located at the building entry level. Each concrete stair shall measure two (2) feet in length and twelve (12) feet in width. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1054009 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after June 6, 2006.

[Drawing referred to in this ordinance printed
on page 87637 of this *Journal*.]

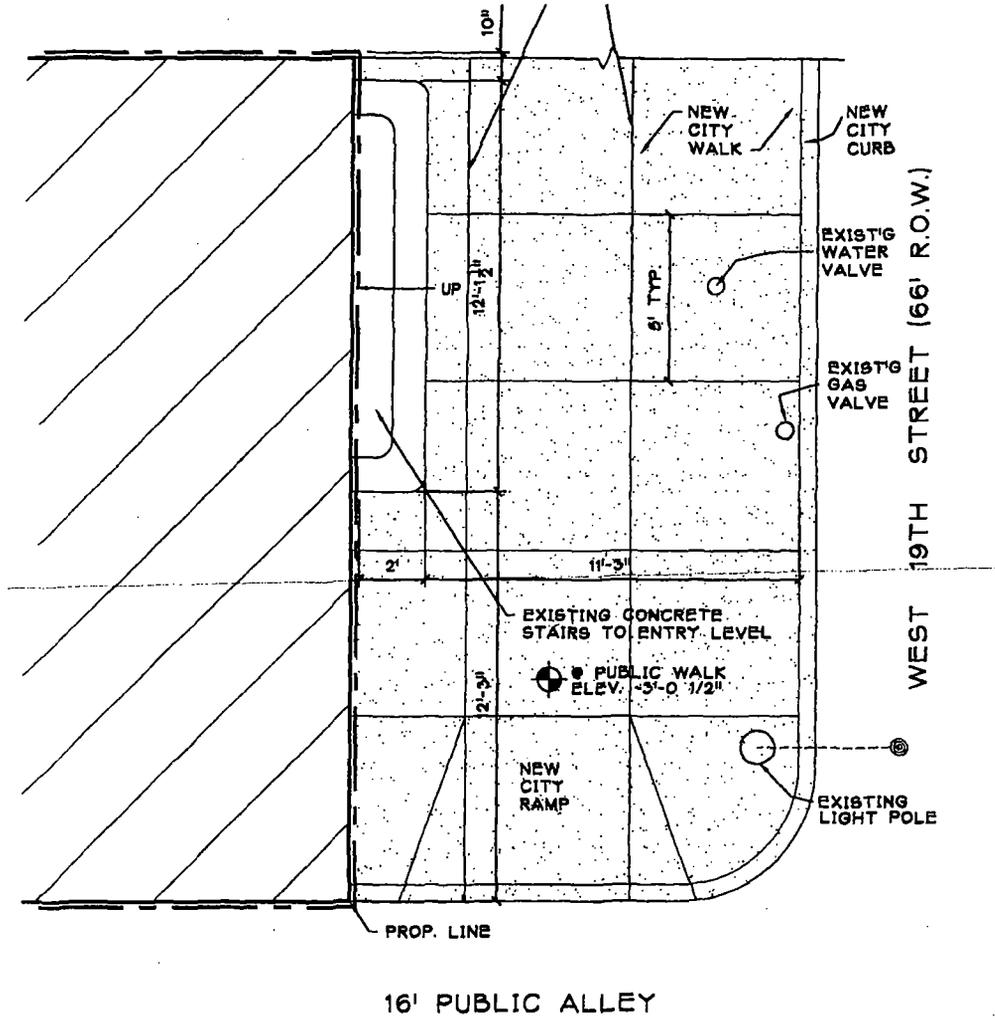
CB Richard Ellis, Inc.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to CB Richard Ellis, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) structural projection projecting

(Continued on page 87638)

Ordinance associated with this drawing printed
on page 87636 of this Journal.



PARTIAL SITE PLAN 
1313 W. 19TH ST.
SCALE: 1/4" = 1'-0"
SHEET 1 OF 1

(Continued from page 87636)

over the public right-of-way attached to its premises known as 311 South Wacker Drive. Said structural projection shall measure eighteen (18) feet in length and twenty-two (22) feet in width for a total of three hundred ninety-six (396) square feet. Said structural projecting shall be twenty-seven (27) feet above grade. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation, the Office of Emergency Management and Communications and the Department of Planning and Development.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1051489 herein granted the sum of Two Thousand Four Hundred Thirty-three and no/100 Dollars (\$2,433.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after May 17, 2006.

[Drawing referred to in this ordinance printed
on page 87639 of this *Journal*.]

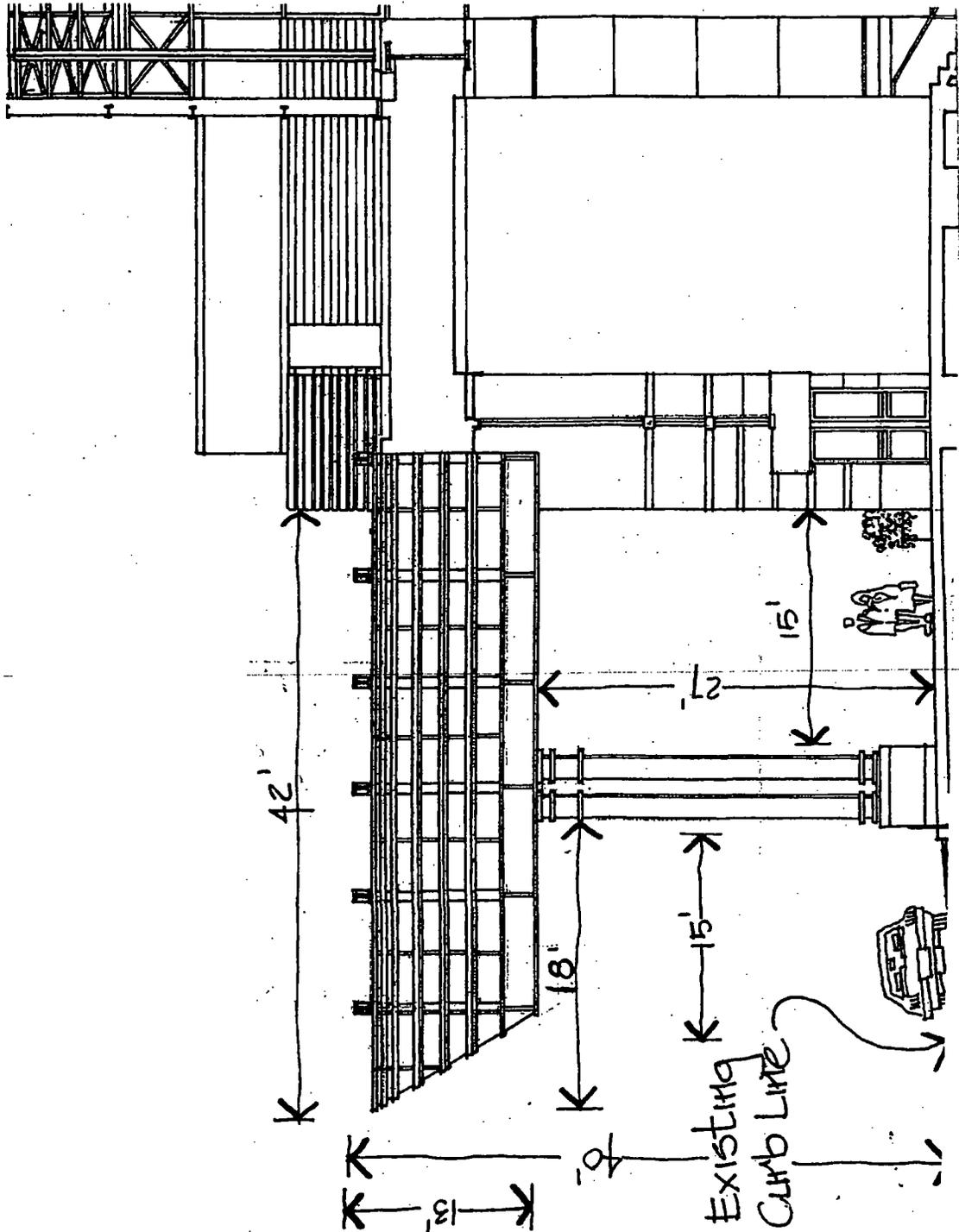
Celtic Crown.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Celtic Crown, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way adjacent to its premises

(Continued on page 87640)

Ordinance associated with this drawing printed on pages 87636 and 87638 of this *Journal*.



(Continued from page 87638)

known as 4301 North Western Avenue. Said sign shall measure six and eight-tenths (6.8) feet in length and six and eight-tenths (6.8) feet in height and shall be nine (9) feet above grade. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1052859 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87641 of this *Journal*.]

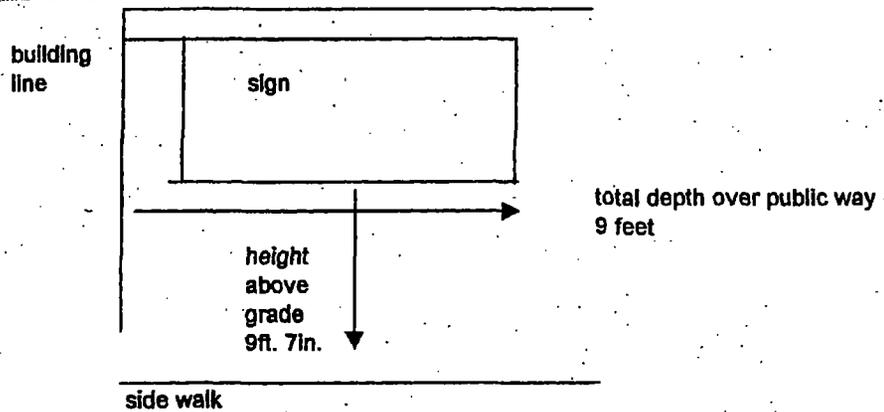
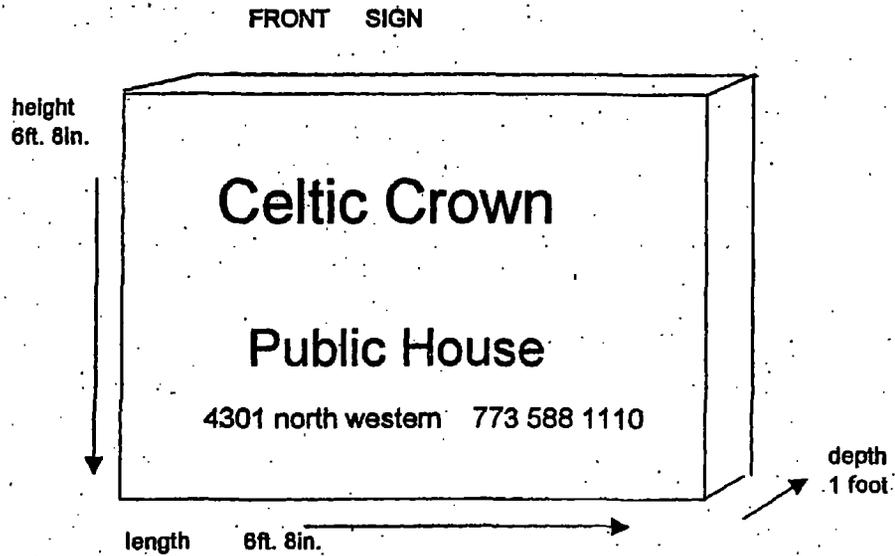
Cheval Club Condominium Association, Ltd.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Cheval Club Condominium Association, Ltd., upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, eight (8) balconies projecting over the public right-of-way attached to its premises known as 1426 North Orleans Street. Said balconies each shall measure fifteen (15) feet, four (4) inches in length, seven (7) feet, six (6) inches in width and four (4) feet in depth and

(Continued on page 87642)

Ordinance associated with this drawing printed on pages 87638 and 87640 of this *Journal*.



(Continued from page 87640)

shall be twenty-one (21) feet above grade from the ground to second (2nd) floor balcony deck. Balconies shall begin on the second (2nd) floor and continue through the sixth (6th) floor and shall be located two hundred sixty-six (266) feet from the south corner of the building to the north line of West Schiller Street. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation, the Office of Emergency Management and Communications and the Department of Planning and Development.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1053430 herein granted the sum of Six Hundred and no/100 Dollars (\$600.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after June 6, 2006.

[Drawing referred to in this ordinance printed
on page 87643 of this *Journal*.]

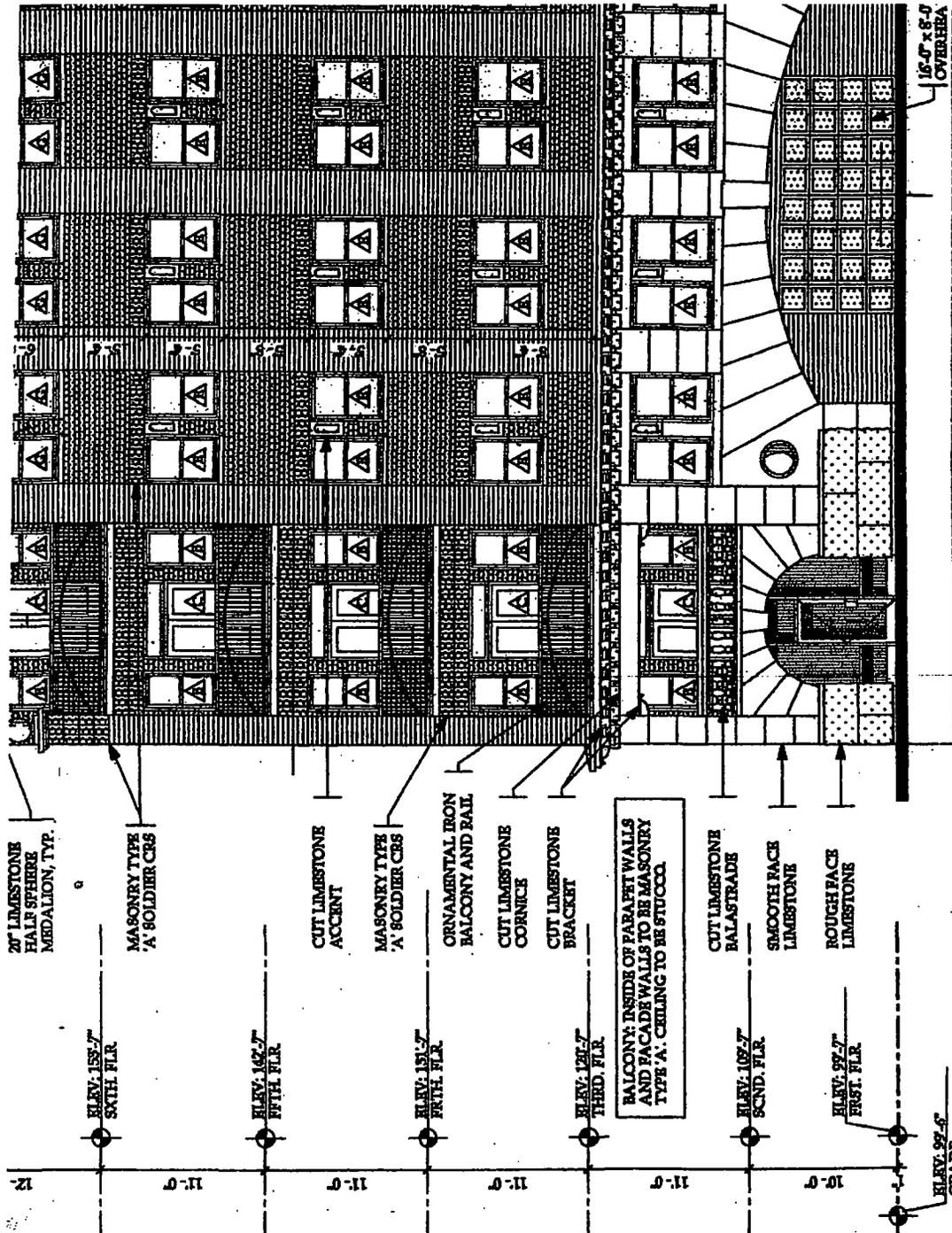
Chicago Auto Center.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Chicago Auto Center, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its

(Continued on page 87644)

Ordinance associated with this drawing printed on pages 87640 and 87642 of this Journal.



(Continued from page 87642)

premises known as 315 South Green Street. Said sign shall measure five (5) feet in length and ten (10) feet in height for a total of fifty (50) square feet and shall be nine (9) feet above grade. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1054987 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87645 of this *Journal*.]

—
Chicago Greenworks, L.L.C.

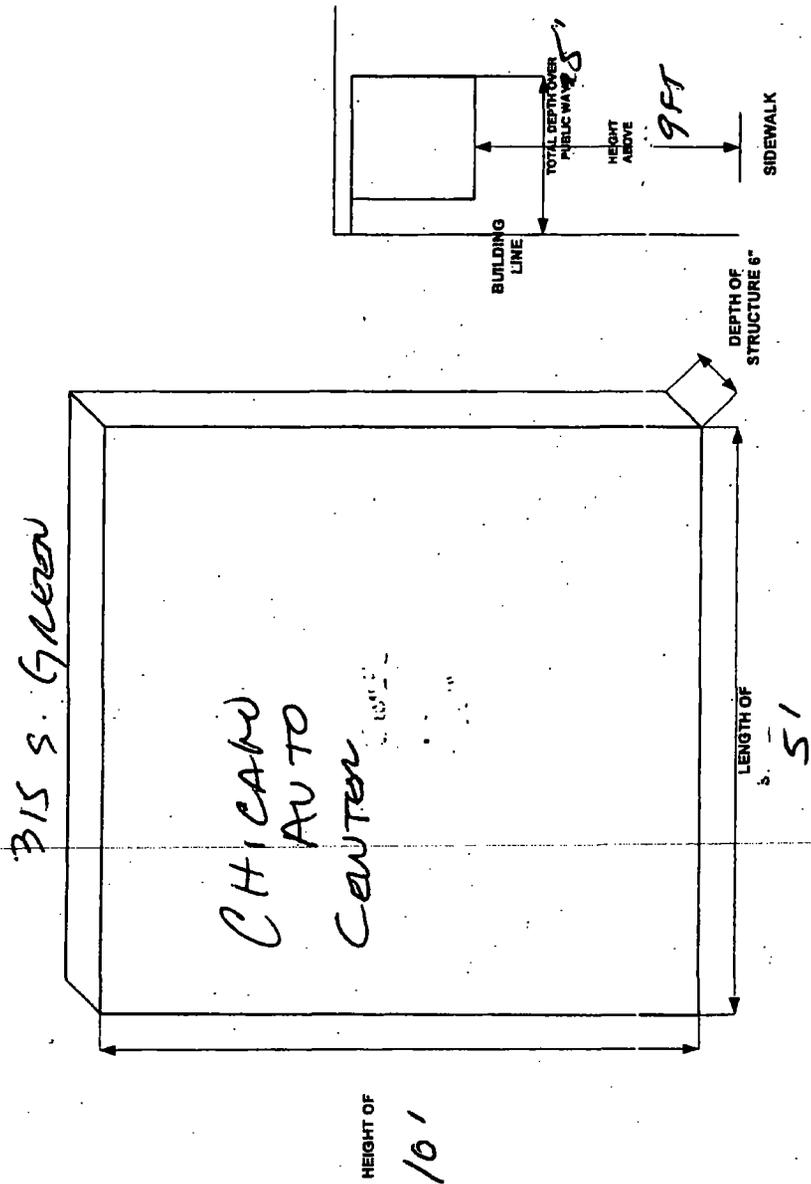
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Chicago Greenworks, L.L.C., upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) conduit under the public right-of-way adjacent to its premises known as 457 North Sacramento Boulevard. Said conduit

(Continued on page 87646)

Ordinance associated with this drawing printed on pages 87642 and 87644 of this Journal.

EXAMPLE OF SIGN DRAWING.



(Continued from page 87644)

shall be one and one-fourth (1¼) inches in width and thirty-seven (37) feet, five (5) inches in length. Conduit shall be a minimum of three (3) feet beneath grade level crossing the public way to carry power from a wind turbine to a building. Conduit shall be constructed in accordance with plans and specifications approved by the Department of Transportation. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1053147 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87647 of this *Journal*.]

Chicago Joe's.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Chicago Joe's, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way adjacent to its premises known as 2252 -- 2256 West Irving Park Road. Said sign shall be six and six-tenths (6.6) feet in length and eight (8) feet in width for a total of fifty-two and eight-tenths (52.8) square feet and ten (10) feet above grade. The location of said privilege shall

(Continued on page 87648)

(Continued from page 87646)

be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specification approved by the Department of Transportation.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1054650 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87649 of this *Journal*.]

Chicago University Commons, L.L.C.
(1001 -- 1071 West 15th Street)
(Catch Basins)

Be It Ordained by the City Council of the City of Chicago:

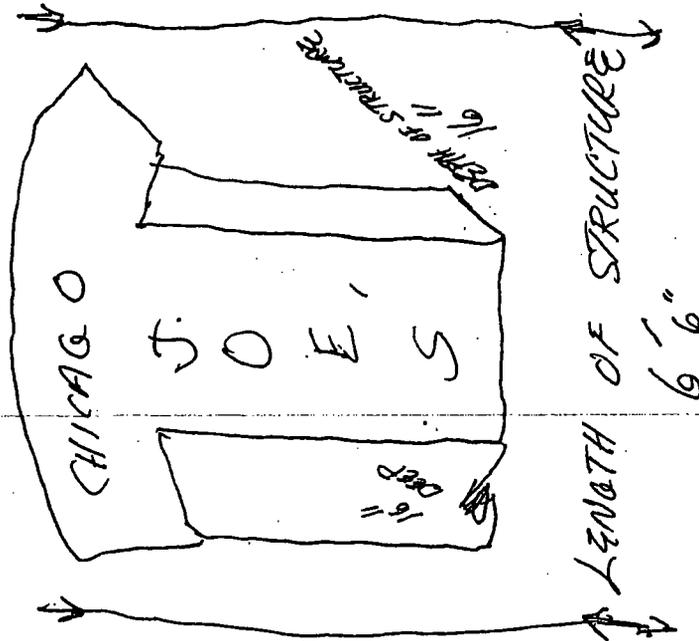
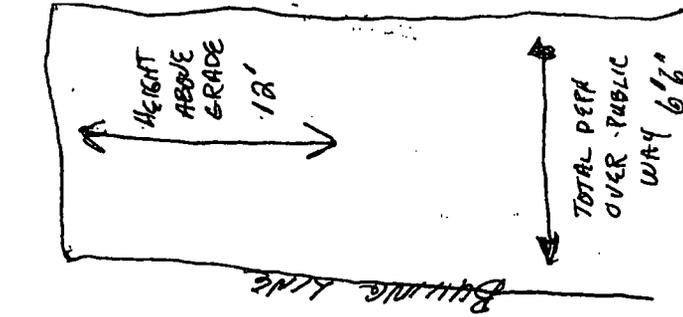
SECTION 1. Permission and authority are hereby given and granted to Chicago University Commons, L.L.C., (Building Number 3) upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use twelve (12)

(Continued on page 87650)

Ordinance associated with this drawing printed on pages 87646 and 87648 of this Journal.

SIGN DRAWING

2256 W. IRVING PK



HEIGHT OF STRUCTURE 8'

(Continued from page 87648)

catch basins in the public right-of-way adjacent to its premises known as 1001 -- 1071 West 15th Street. Said catch basins shall be described as follows:

Ten (10) catch basins shall each measure four (4) feet in diameter.

Two (2) catch basins shall each measure two (2) feet in diameter.

Catch basins shall be located in the public way along West 15th Street and South Aberdeen Street. Catch basins shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Department of Water Management. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1052252 herein granted the sum of Four Thousand Eight Hundred and no/100 Dollars (\$4,800.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87651 of this *Journal*.]

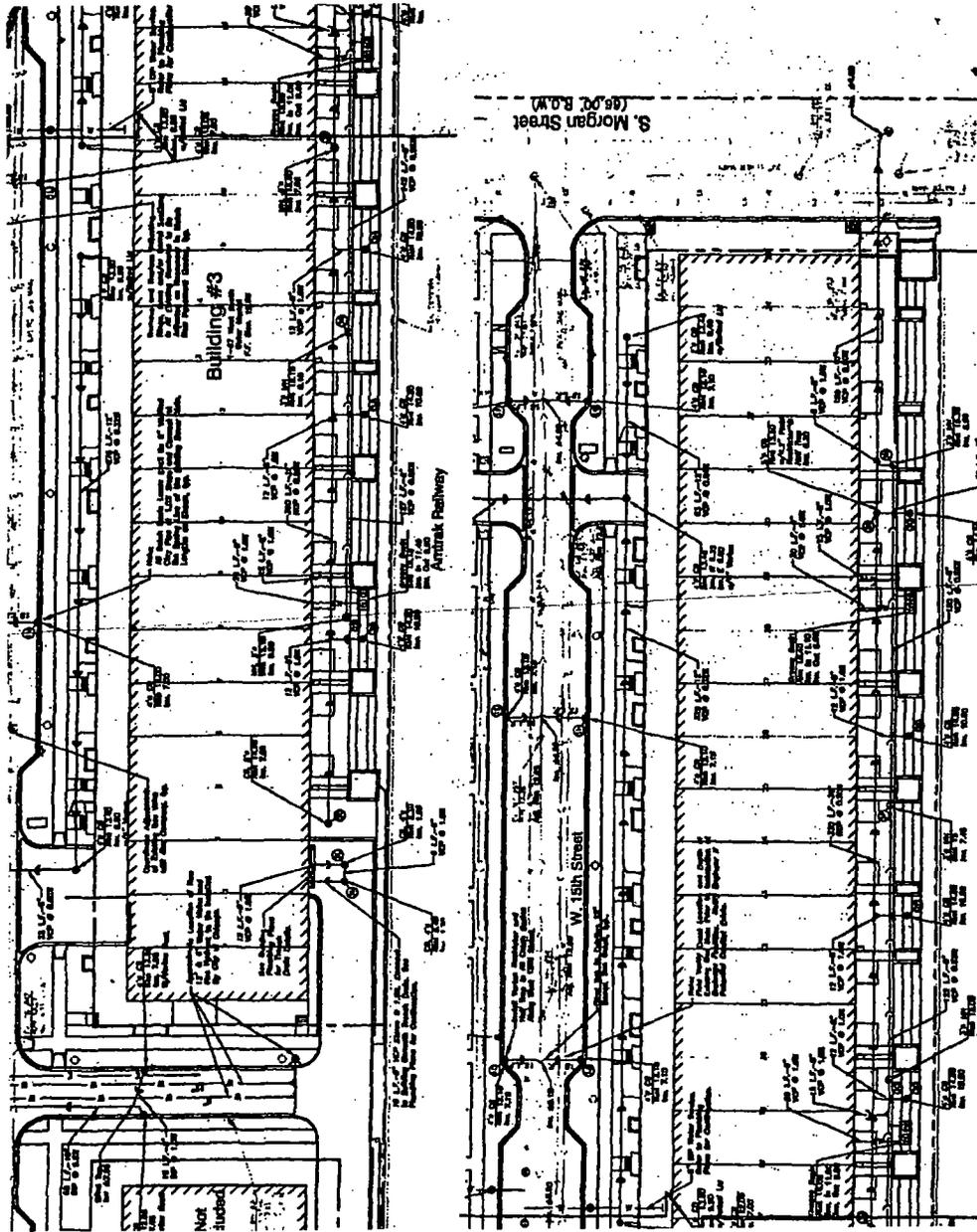
Chicago University Commons, L.L.C.
(1111 -- 1151 West 15th Street)
(Catch Basins)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Chicago

(Continued on page 87652)

Ordinance associated with this drawing printed on pages 87648 and 87650 of this Journal.



(Continued from page 87650)

University Commons, L.L.C., (Building Number 4) upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use ten (10) catch basins in the public right-of-way adjacent to its premises known as 1111 -- 1151 West 15th Street. Said catch basins shall be described as follows:

Six (6) catch basins shall each measure four (4) feet in diameter.

Four (4) catch basins shall each measure five (5) feet in diameter.

Catch basins shall be located in the public way along West 15th Street and South Racine Avenue. Catch basins shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Department of Water Management. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

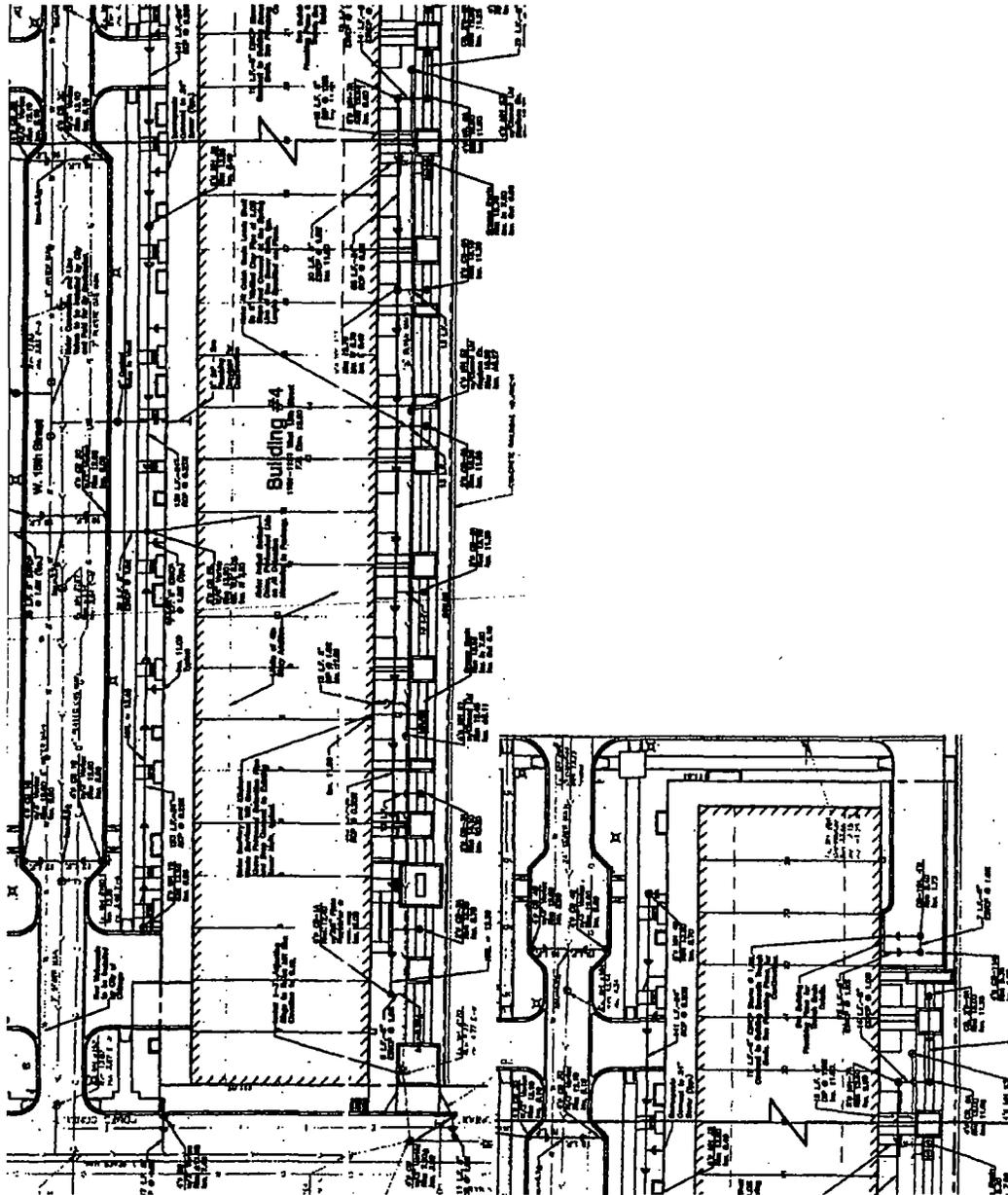
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1052260 herein granted the sum of Four Thousand and no/100 Dollars (\$4,000.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87653 of this *Journal*.]

Ordinance associated with this drawing printed
on pages 87650 and 87652 of this *Journal*.



Chicago University Commons, L.L.C.
(1001 West 15th Street)
(Sewer Line)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Chicago University Commons, L.L.C., (Building Number 3) upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use a storm water sewer line under the public right-of-way adjacent to its premises known as 1001 West 15th Street. Said storm water sewer line shall be one thousand fifteen (1,015) feet in length and twelve (12) inches in width. Storm water sewer line shall be located under the public way along West 15th Street and South Aberdeen Street. Sewer line shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Department of Water Management. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1052251 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87655 of this *Journal*.]

Chicago University Commons, L.L.C.
(1111 -- 1151 West 15th Street)
(Sewer Line)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Chicago University Commons, L.L.C. (Building Number 4), upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use (storm water sewers) sewer line under the public right-of-way adjacent to its premises known as 1111 -- 1151 West 15th Street. Said sewer line shall be six hundred seventy-five (675) feet in length and one (1) foot in width for a total of six hundred seventy-five (675) square feet. Storm water sewers shall be located under and along West 15th Street and South Racine Avenue. Storm water sewers shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Department of Water Management. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

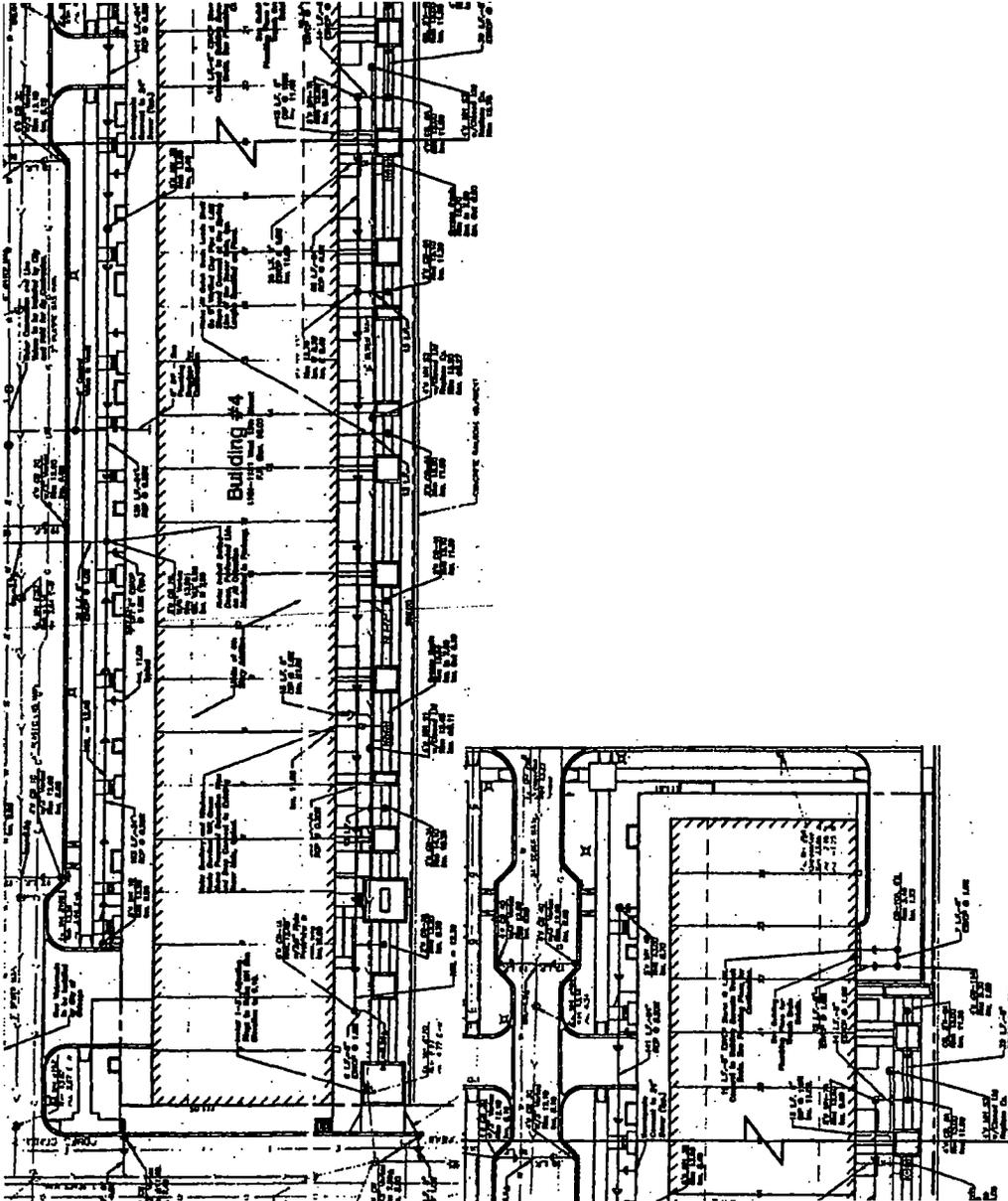
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1052259 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87655 of this *Journal*.]

Ordinance associated with this drawing printed
on page 87656 of this *Journal*.



Chicago University Commons, L.L.C.
(1001 -- 1071 West 15th Street)
(Water Mains)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Chicago University Commons, L.L.C. (Building Number 3) upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use two (2) water mains under the public right-of-way adjacent to its premises known as 1001 -- 1071 West 15th Street. Said water mains shall be described as follows:

Under and along West 15th Street and South Aberdeen Street, said water main shall measure one hundred ninety (190) feet in length and in twelve (12) inches in width.

Under and along West 15th Street and South Aberdeen Street, said water main shall measure one hundred forty (140) feet in length and eight (8) inches in width.

Water mains shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Department of Water Management. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

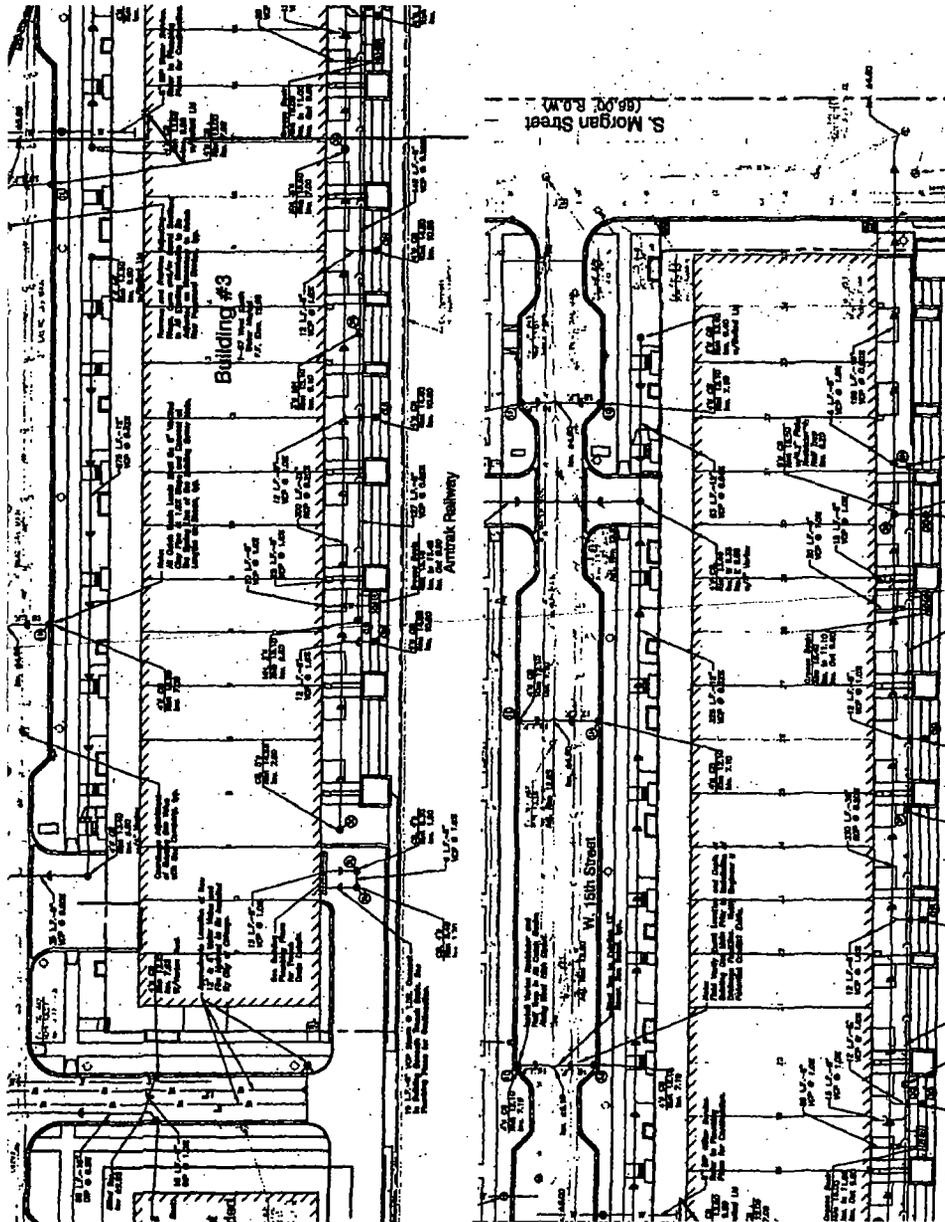
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1052253 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87659 of this *Journal*.]

Ordinance associated with this drawing printed
on page 87658 of this *Journal*.



Chicago University Commons, L.L.C.
(1111 -- 1151 West 115th Street)
(Water Main)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Chicago University Commons, L.L.C., (Building Number 4) upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) water main under the public right-of-way adjacent to its premises known as 1111 -- 1151 West 15th Street. Said water main shall be fifty-five (55) feet in length and eight (8) inches in width. Water main shall be located under and along West 15th Street. Water main shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Department of Water Management. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

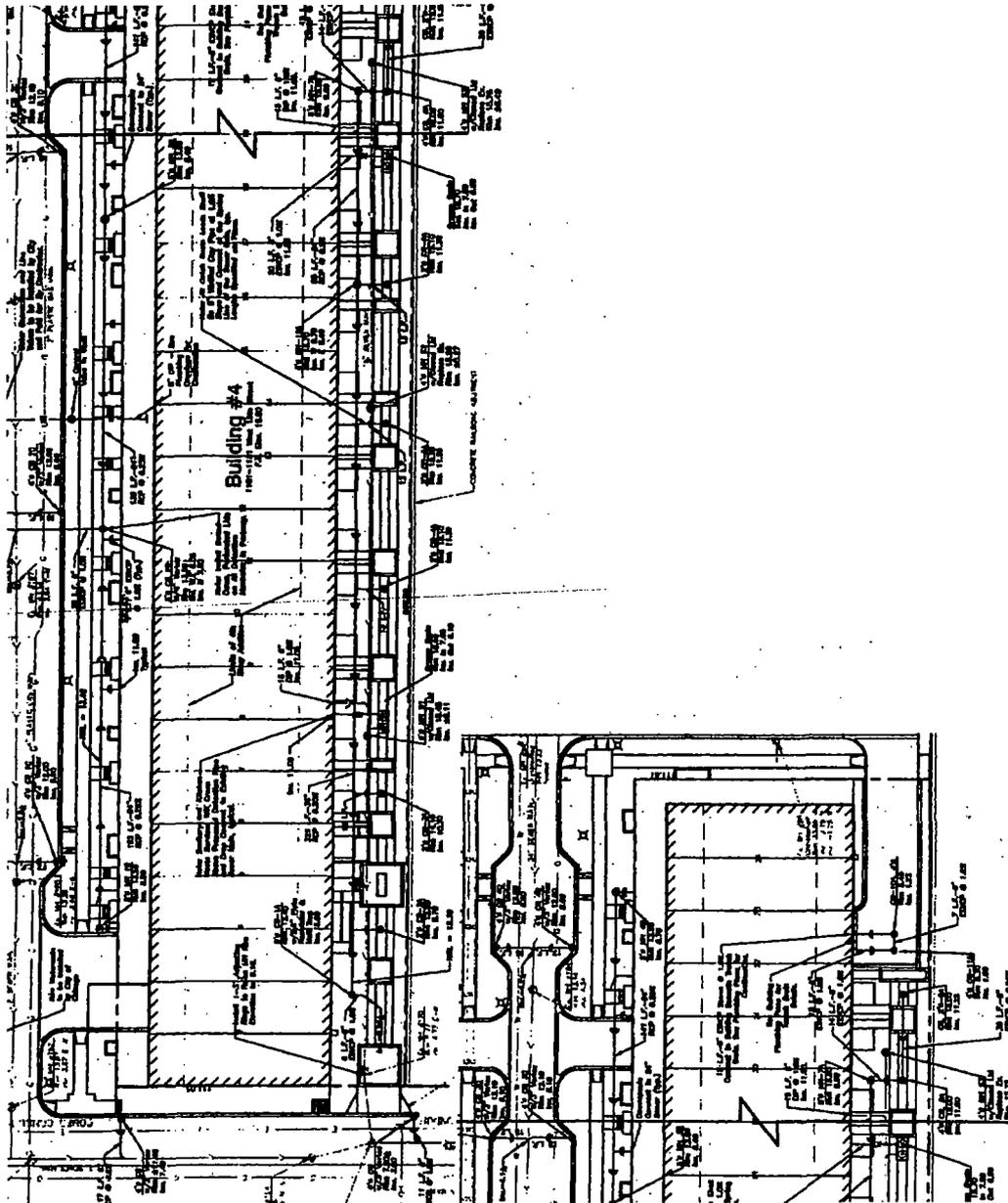
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1052261 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87661 of this *Journal*.]

Ordinance associated with this drawing printed on page 87660 of this Journal.



City Fresh Market.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to City Fresh Market, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, five (5) planters on the public right-of-way for beautification purposes adjacent to its premises known as 3201 West Devon Avenue. Said planters shall be six (6) feet in length and one and six-tenths (1.6) feet in width for a total of nine and six-tenths (9.6) square feet. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation, the Department of Planning and Development and the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1054206 herein granted the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance.

Authority herein given and granted for a period of five (5) years from and after June 6, 2006.

[Drawing referred to in this ordinance printed
on page 87663 of this *Journal*.]

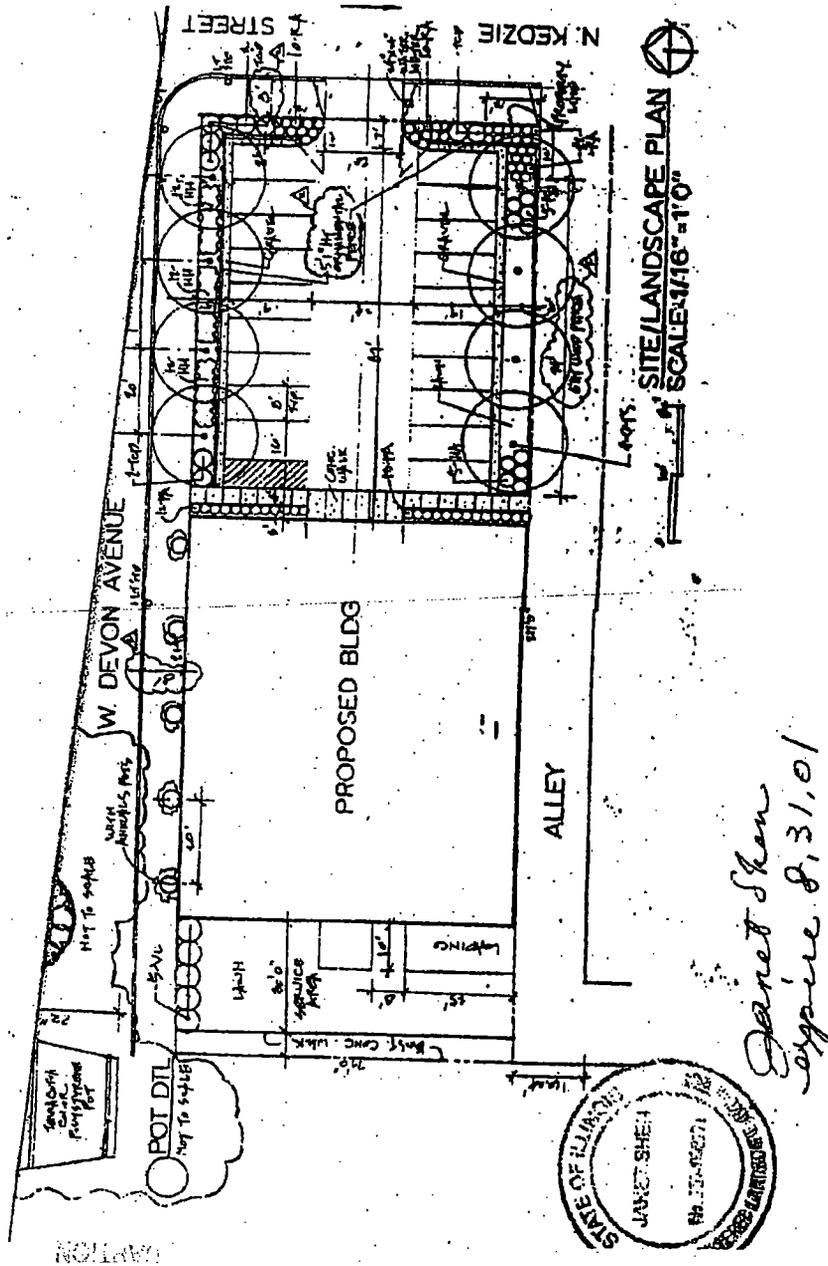
Color Me Hair Salon.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Color Me Hair Salon, upon the terms and subject to the conditions of this ordinance, to

(Continued on page 87664)

Ordinance associated with this drawing printed on page 87662 of this Journal.



(Continued from page 87662)

maintain and use one (1) fire escape projecting over the public right-of-way attached to its premises known as 1011 West 18th Street. Said fire escape shall be nineteen (19) feet in width and two and two-tenths (2.2) feet in depth and shall be thirteen (13) feet above grade. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1054795 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87665 of this *Journal*.]

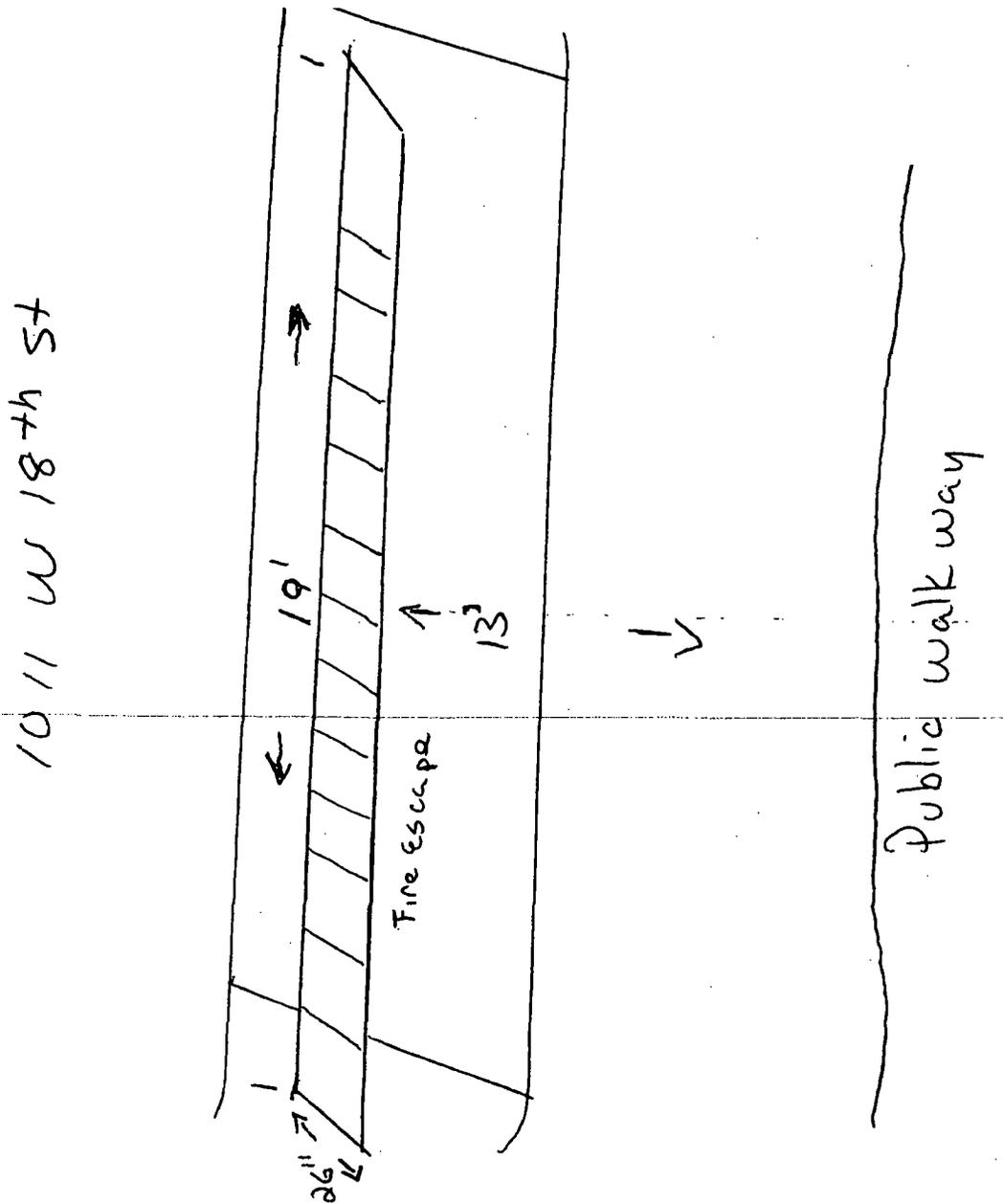
Commercial Sub, Inc.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Commercial Sub, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way adjacent to its premises known as 8904 South Commercial Avenue. Said sign shall

(Continued on page 87666)

Ordinance associated with this drawing printed on pages 87662 and 87664 of this Journal.



(Continued from page 87664)

measure six (6) feet in length and five (5) feet in width for a total of thirty (30) square feet and shall be thirteen and six-tenths (13.6) feet above grade. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1053833 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87667 of this *Journal*.]

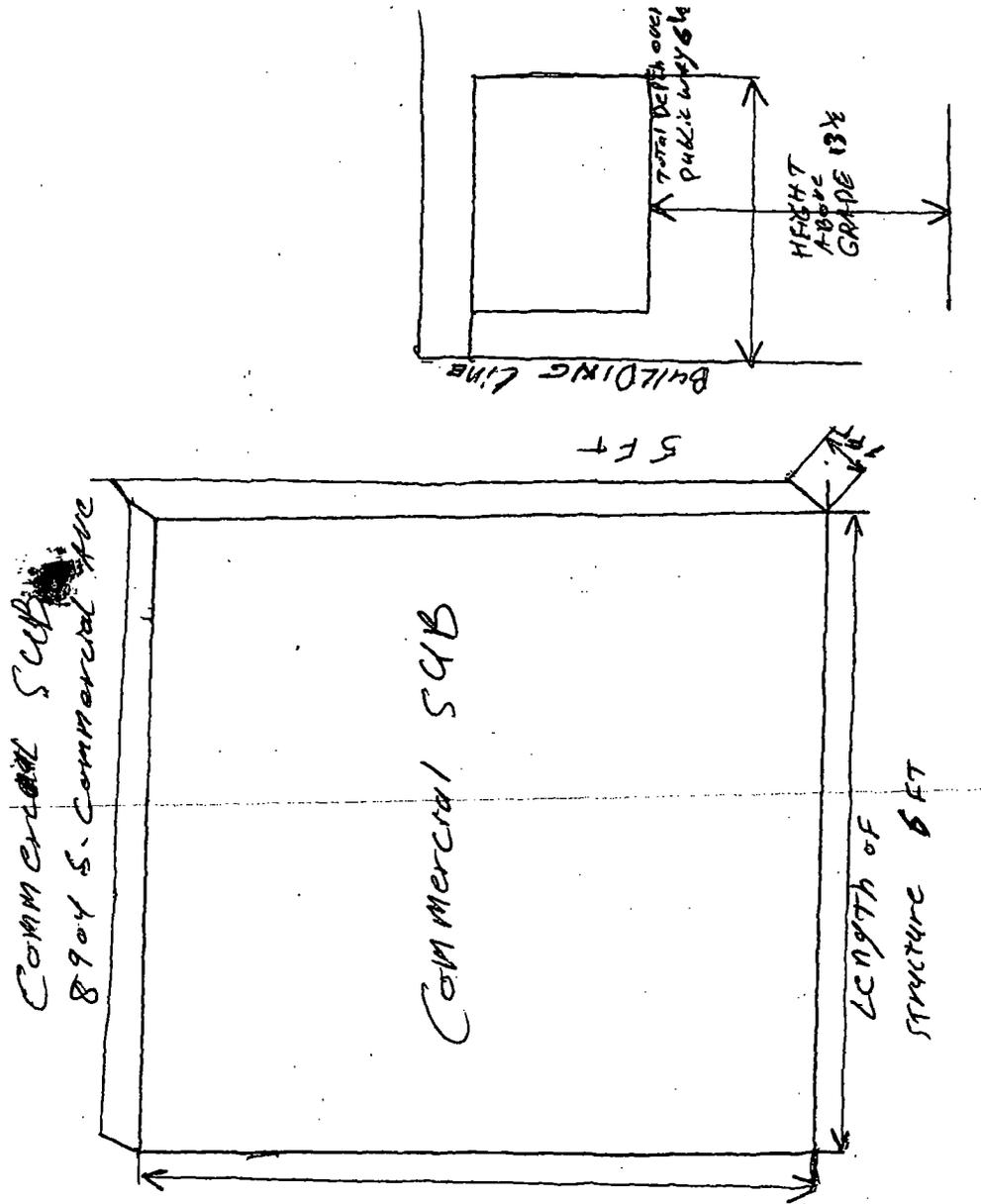
Complete Car Care, Muffler Inc.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Complete Car Care, Muffler Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) occupation of space on the public right-of-way adjacent to its premises known as 8335 West Irving Park Road. A portion of the public sidewalk located along North Pontiac Avenue shall be used for purposes of

(Continued on page 87668)

Ordinance associated with this drawing printed on pages 87664 and 87666 of this Journal.



(Continued from page 87666)

parking automobiles in nine (9) parking spaces. Said occupied area shall measure one hundred twenty-five (125) feet in length and eight (8) feet in width for a total of one thousand (1,000) square feet. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation, the Office of Emergency Management and Communications and the Department of Planning and Development.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1050747 herein granted the sum of Nine Hundred Fifty-seven and no/100 Dollars (\$957.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87669 of this *Journal*.]

Construmex.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Construmex, upon the terms and subject to the conditions of this ordinance, to maintain and use two (2) signs projecting over the public right-of-way adjacent to its premises known as 3439 West 26th Street. Said sign shall be six (6) feet in

(Continued on page 87670)

(Continued from page 87668)

length and three and six-tenths (3.6) feet in width for a total of twenty-one and six-tenths (21.6) square feet and ten (10) feet above grade. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be in accordance with plans and specifications approved by the Department of Transportation.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1054140 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87671 of this *Journal*.]

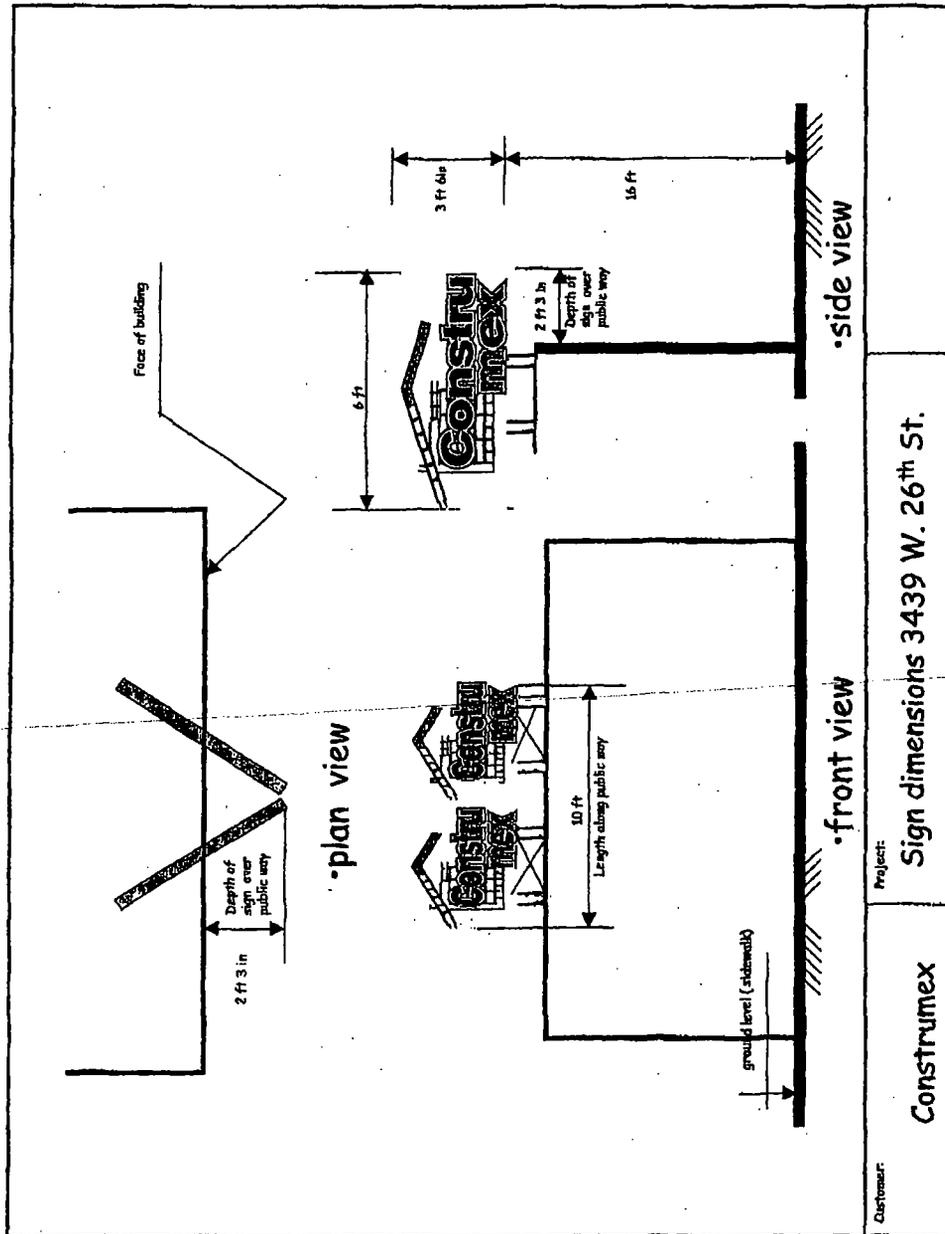
—
The Cook County Administration Building.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to The Cook County Administration Building, upon the terms and subject to the conditions of this ordinance, to maintain and use an existing vault under the public right-of-way adjacent to its premises known as 69 West Washington Street. Said vault shall measure two hundred forty-three (243) feet, eight (8) inches in length and

(Continued on page 87672)

Ordinance associated with this drawing printed on pages 87668 and 87670 of this Journal.



(Continued from page 87670)

sixteen (16) feet in width for a total of three thousand nine hundred and eight-tenths (3,900.8) square feet. Vaulted area shall be used for a food court. Said vault shall be located under and along West Washington Street. Vault has been constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1049328 herein granted the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87673 of this *Journal*.]

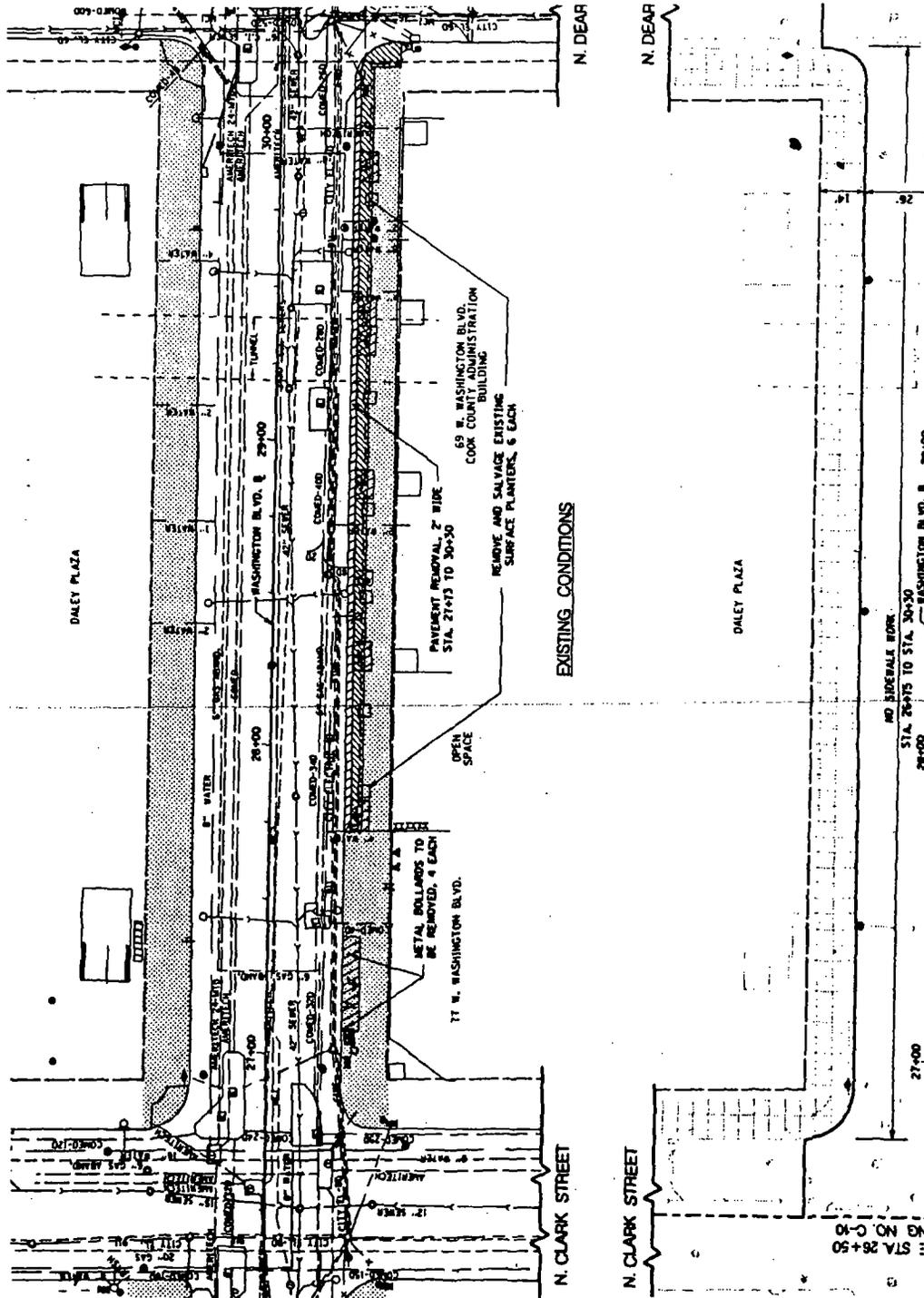
Corner Bakery Cafe.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Corner Bakery Cafe, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way adjacent to its premises known as 188 West Washington Street. Said sign shall be five (5) feet in length and six (6) feet in width for a total of thirty (30) square feet and ten (10) feet above grade. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with the plans and specifications approved by the Department of Transportation.

(Continued on page 87674)

Ordinance associated with this drawing printed on pages 87670 and 87672 of this Journal.



(Continued from page 87672)

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1049707 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance
unavailable at time of printing.]

Corus Bank.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Corus Bank, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) pipe trench under and along the public right-of-way adjacent to its premises known as 4800 North Western Avenue. Said pipe trench shall be used for the purpose of housing computer cables for internal use between the corporation's computer center at 2420 West Lawrence Avenue and the main building at 4810 North Western Avenue. Said pipe trench is at a depth of four (4) feet under and across the public alley. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1052930 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after February 11, 2006.

[Drawing referred to in this ordinance printed
on page 87676 of this *Journal*.]

—
Cosi.

Be It Ordained by the City Council of the City of Chicago:

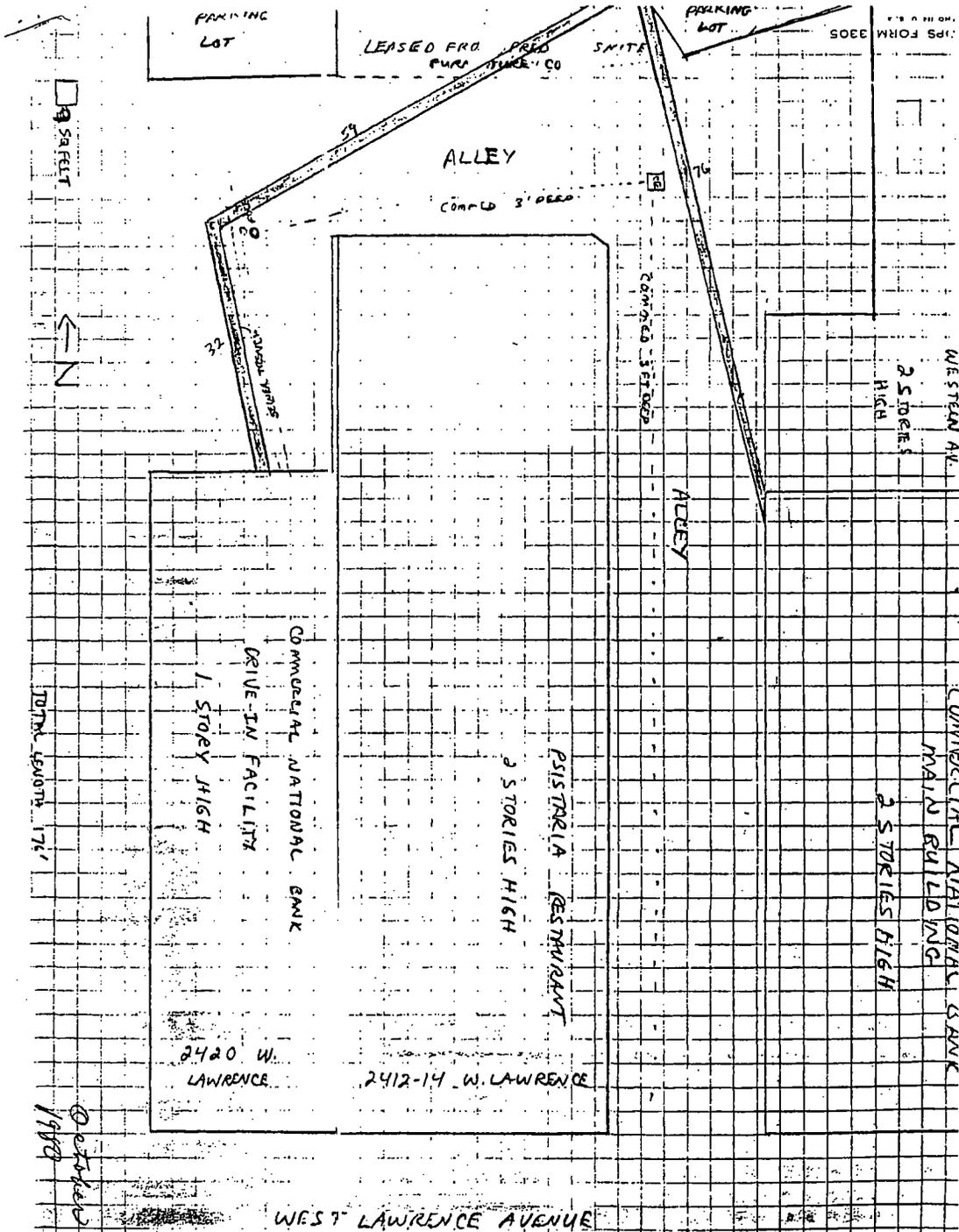
SECTION 1. Permission and authority are hereby given and granted to *Cosi*, upon the terms and subject to the conditions of this ordinance, to maintain and use two (2) signs projecting over the public right-of-way adjacent to its premises known as 2200 North Clark Street. Said sign shall be one (1) at two and seven-tenths (2.7) feet in length and two and eleven-hundredths (2.11) feet in width and one (1) at two and seven-tenths (2.7) feet in length and two and eleven-hundredths (2.11) feet in width for a total of eleven and thirty-nine hundredths (11.39) square feet and ten (10) feet above grade. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with the plans and specifications approved by the Department of Transportation.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1054444 herein granted the sum of Six Hundred and no/100 Dollars (\$600.00) per annum, in advance.

(Continued on page 87677)

Ordinance associated with this drawing printed on pages 87674 and 87675 of this Journal.



(Continued from page 87675)

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87678 of this *Journal*.]

Crown Construction Enterprises.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Crown Construction Enterprises, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) structural projection over the public right-of-way attached to its premises known as 747 North LaSalle Drive. Said structural projection shall measure seventeen (17) feet in length and ten (10) feet in width for a total of one hundred seventy (170) square feet. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation, the Office of Emergency Management and Communications and the Department of Planning and Development.

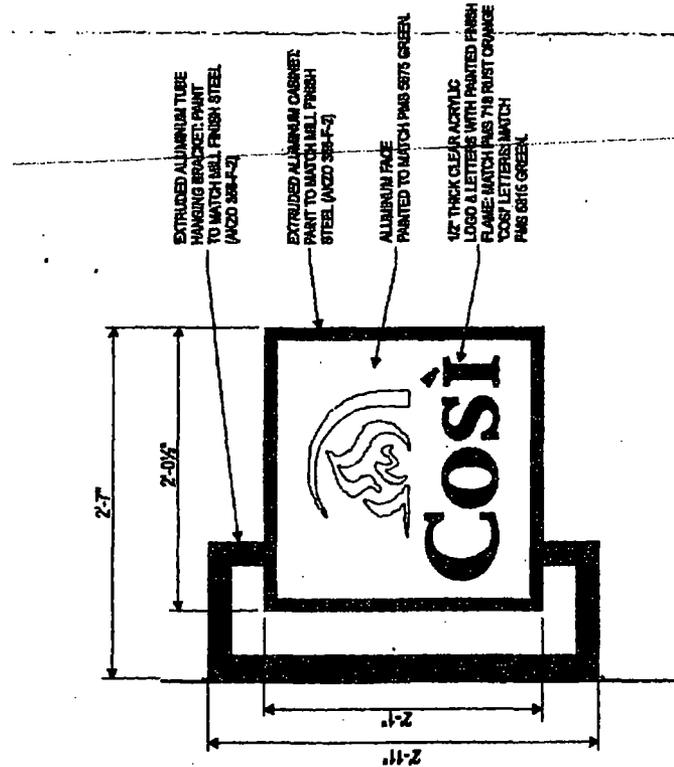
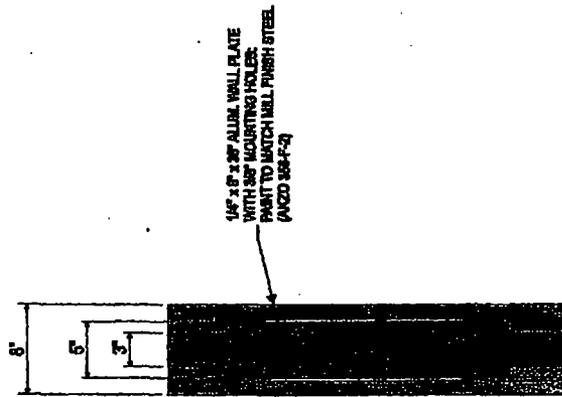
This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1054147 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

(Continued on page 87679)

Ordinance associated with this drawing printed on pages 87675 and 87677 of this *Journal*.



(Continued from page 87677)

Authority herein given and granted for a period of five (5) years from and after July 19, 2006.

[Drawing referred to in this ordinance printed
on page 87680 of this *Journal*.]

Mr. Patrick J. Daly.

Be It Ordained by the City Council of the City of Chicago:

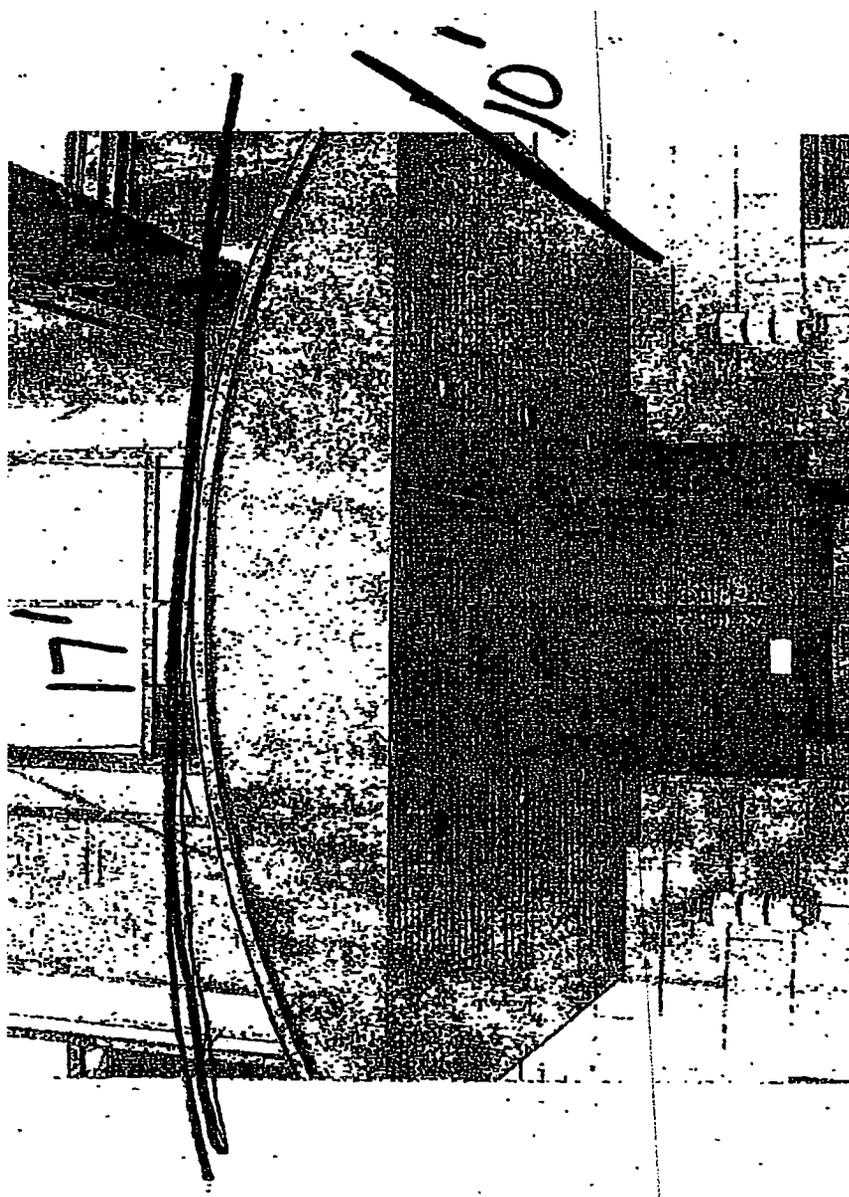
SECTION 1. Permission and authority are hereby given and granted to Patrick J. Daly, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use two (2) sprinkler systems in the public right-of-way adjacent to its premises known as 2180 West Wilson Avenue. Said sprinkler system shall have a total of fifteen (15) sprinkler heads, nine (9) along North Leavitt Street, measuring ninety-five (95) feet in length and ten (10) feet in width and six (6) along West Wilson Avenue measuring fifty (50) feet in length and twelve and five-tenths (12.5) feet in width for a total of one thousand five hundred seventy-five (1,575) square feet. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications, the Department of Water Management and the Department of Transportation.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1052784 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

(Continued on page 87681)

Ordinance associated with this drawing printed
on pages 87677 and 87679 of this *Journal*.



(Continued from page 87679)

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87682 of this *Journal*.]

Dearkin Res, L.L.C.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Dearkin Res, L.L.C., upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use a curb cut in the public right-of-way adjacent to its premises known as 410 North Dearborn Street. Said curb cut shall be sixty-nine (69) feet in length and four (4) feet in width. Curb cut shall be used for the purpose of dropping off and loading hotel guests. Diagonal parking is prohibited within the curb cut area. Curb cut shall be located along North Dearborn Street. Curb cut shall be constructed in accordance with plans and specifications approved by the Department of Transportation. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

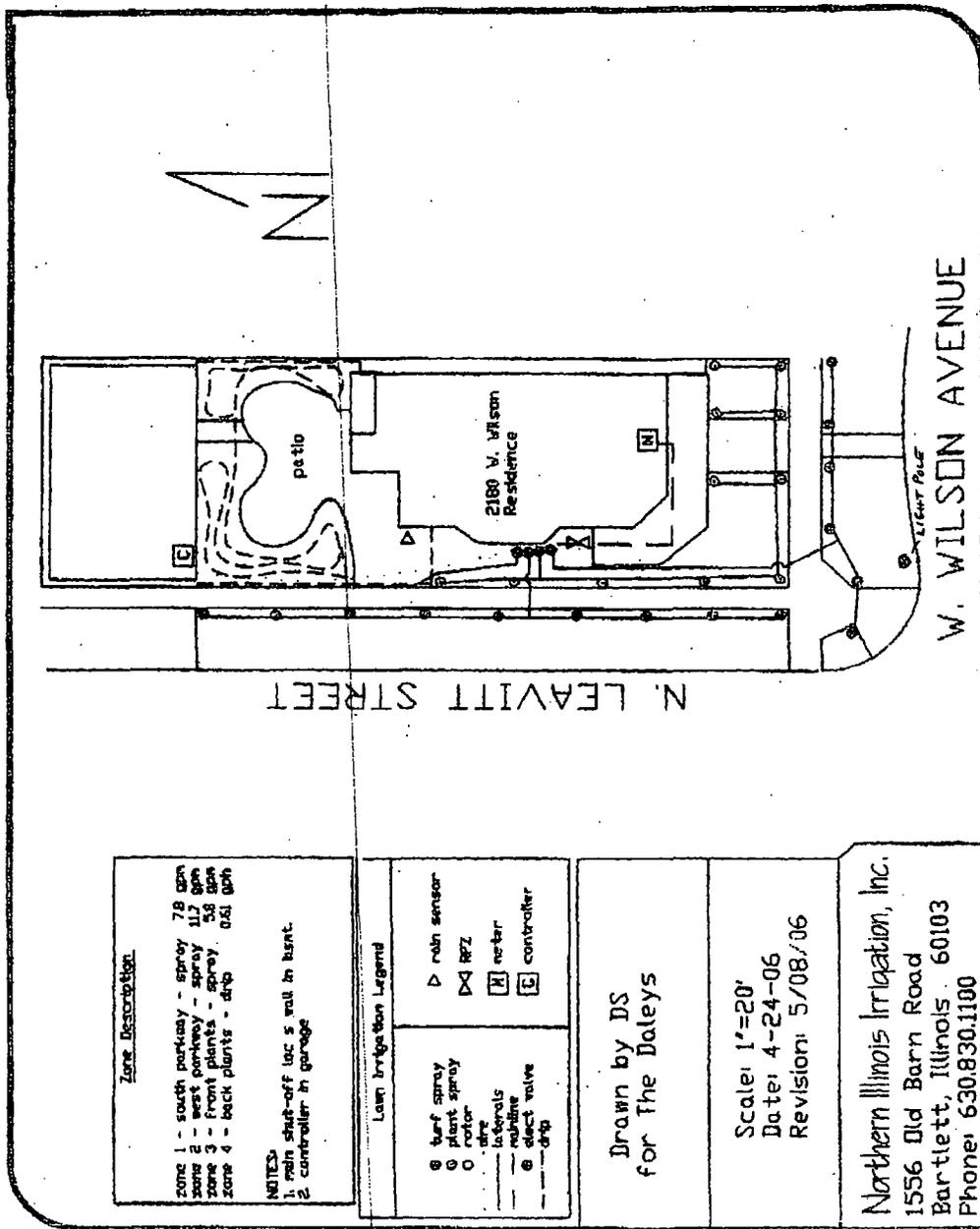
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1048181 herein granted the sum of Two Thousand Eight Hundred Eighty-three and no/100 Dollars (\$2,883.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87682 of this *Journal*.]

Ordinance associated with this drawing printed on pages 87679 and 87681 of this Journal.



Deleece.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Deleece, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now installed, one (1) concrete brick pavers in the public right-of-way adjacent to its premises known as 4004 North Southport Avenue. Said concrete brick pavers shall measure eleven (11) feet in length and four (4) feet in width for a total of forty-four (44) square feet. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation, the Office of Emergency Management and Communications and the Department of Planning and Development.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1052220 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87685 of this *Journal*.]

Deliverance Temple Church Of The Apostolic Faith.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to

(Continued on page 87686)

(Continued from page 87684)

Deliverance Temple Church of the Apostolic Faith, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) sign projecting over the public right-of-way adjacent to its premises known as 1455 South Komensky Avenue. Said sign shall measure eight (8) feet in length and four and five-tenths (4.5) feet in height and shall be seven (7) feet, five (5) inches above grade located along West 15th Street. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1054042 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after May 2, 2006.

[Drawing referred to in this ordinance printed
on page 87687 of this *Journal*.]

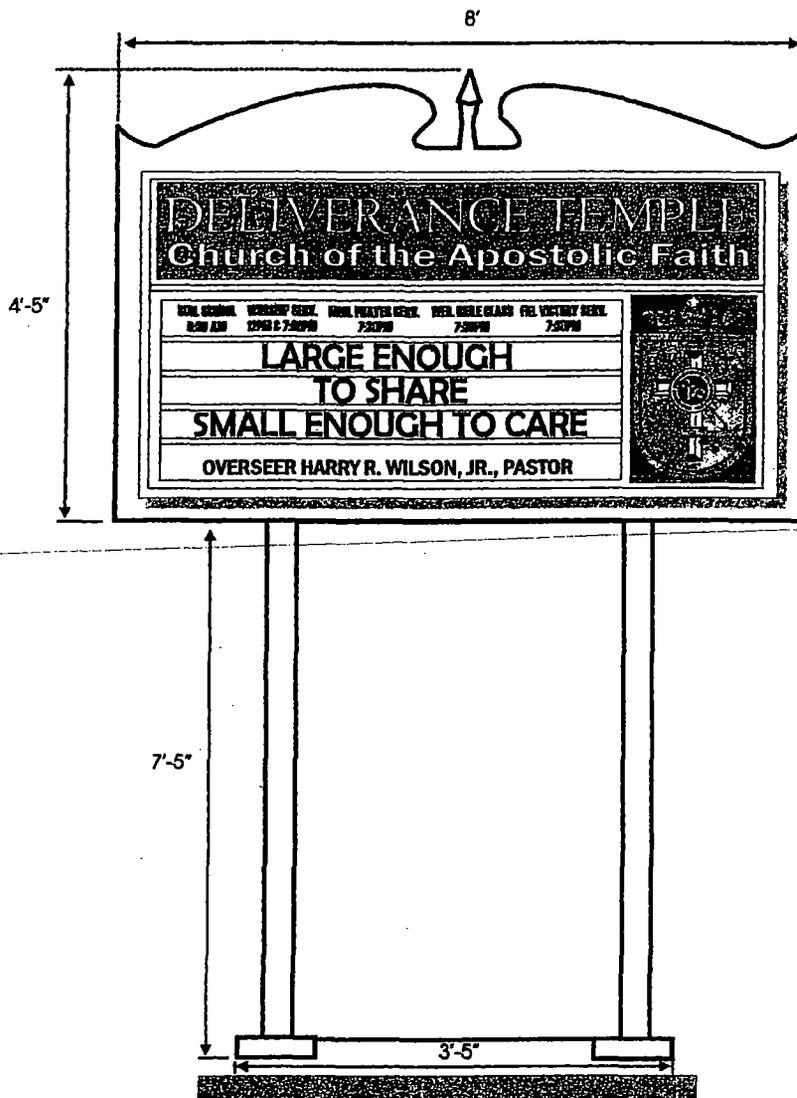
DePaul University.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to DePaul University, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) vaulted area and one (1) aluminum

(Continued on page 87688)

Ordinance associated with this drawing printed on pages 87684 and 87686 of this *Journal*.



(Continued from page 87686)

clad hatch under and on the public right-of-way adjacent to its premises known as 243 South Wabash Avenue. Said public way uses are described as follows:

Vaulted Area.

Said area shall run under and along the east sidewalk of South Wabash Avenue commencing at the south property line of the above named premises and running northerly there from for a total length of ninety-seven (97) feet, six (6) inches at a width of sixteen (16) feet, nine (9) inches and at a depth of one (1) story.

Hatch.

Said aluminum clad hatch is approximately five (5) feet in width and six (6) feet in length. Said hatch is to be used as access to a vaulted sidewalk space under permit.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

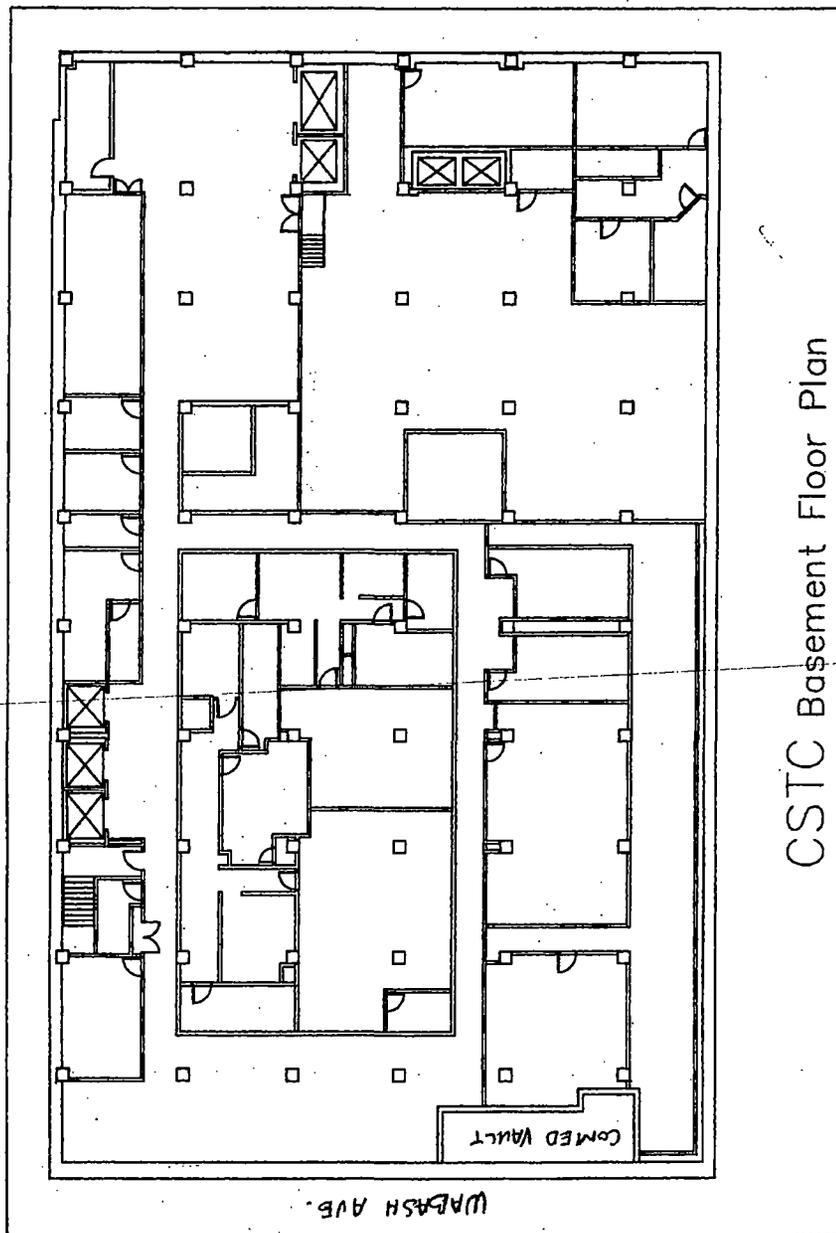
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1054272 herein granted the sum of Four Thousand Four Hundred Ninety-five and no/100 Dollars (\$4,495.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after July 31, 2006.

[Drawing referred to in this ordinance printed
on page 87689 of this *Journal*.]

Ordinance associated with this drawing printed on pages 87686 and 87688 of this *Journal*.



East Side Muffler.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to East Side Muffler, upon the terms and subject to the conditions of this ordinance, to maintain and use two (2) signs projecting over the public right-of-way adjacent to its premises known as 3600 East 106th Street. Said signs shall be one (1) at ten (10) feet in length and five (5) feet in width and one (1) at fifteen and five-tenths (15.5) feet in length and five and three-tenths (5.3) feet in width for a total of one hundred thirty-two and fifteen-hundredths (132.15) square feet and ten (10) feet above grade. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1055018 herein granted the sum of Six Hundred and no/100 Dollars (\$600.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87691 of this *Journal*.]

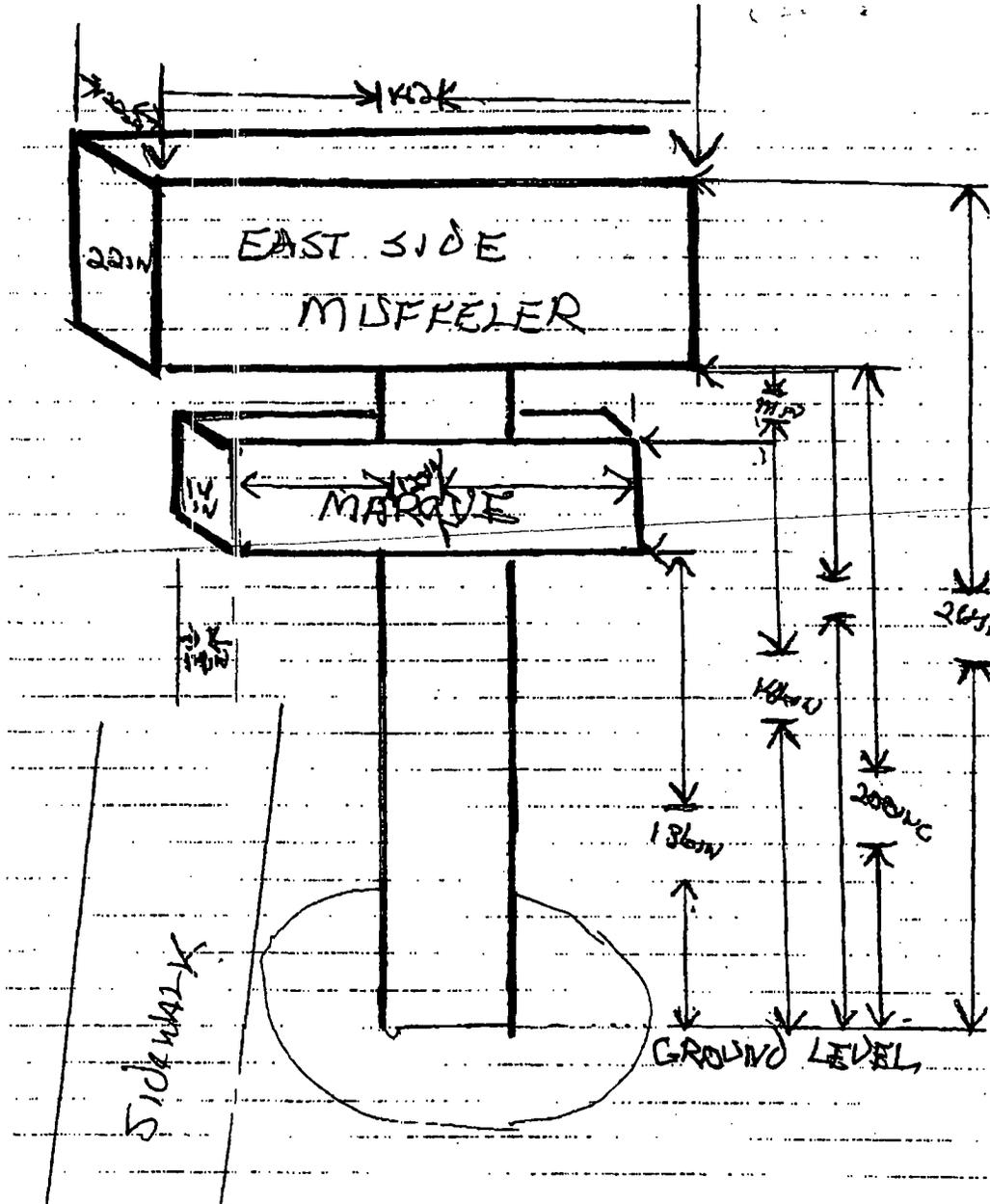
El Hogar Del Nino.
(The Home Of The Child/Cuidar)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to El Hogar Del Nino (The Home of the Child/Cuidar), upon the terms and subject to the

(Continued on page 87692)

Ordinance associated with this drawing printed on page 87690 of this *Journal*.



(Continued from page 87690)

conditions of this ordinance, to maintain and use, as now constructed, one (1) manhole in the public right-of-way adjacent to its premises known as 1710 South Loomis Street. Said manhole shall be two (2) feet in length and two (2) feet in width for a total of four (4) square feet. The manhole has been constructed in accordance with plans and specifications approved by the Department of Transportation. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1053445 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after June 6, 2006.

[Drawing referred to in this ordinance
unavailable at time of printing.]

El Mariachi Lucas.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to El Mariachi Lucas, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way adjacent to its premises known as 3312 West Foster Avenue. Said sign shall measure five (5) feet in length and three (3) feet in height for a total of fifteen (15) square feet and shall

be eleven (11) feet above grade. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1054951 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87694 of this *Journal*.]

El Palmar Restaurant.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to El Palmar Restaurant, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use nine (9) existing planters on the public right-of-way for beautification purposes adjacent to its premises known as 4256 North Western Avenue. Said planters shall be attached to the wall of the building and described as follows:

Along West Cullom Avenue shall be two (2) planters. Each shall measure thirty-three (33) inches in length, twelve (12) inches in depth and thirty-six (36) inches in height.

(Continued on page 87695)

Ordinance associated with this drawing printed on pages 87692 and 87693 of this *Journal*.



(Continued from page 87693)

Along West Cullom Avenue shall be three (3) planters. Each planter shall measure thirty-three (33) inches in length, eight (8) inches in depth and thirty-six (36) inches in height.

Along North Western Avenue shall be two (2) planters. Each planter shall measure sixteen (16) inches in length, sixteen (16) inches in depth and nineteen (19) inches in height.

Along North Western Avenue shall be one (1) planter measuring forty-nine (49) inches in length, sixteen (16) inches in depth and thirty (30) inches in height.

Along North Western Avenue shall be one (1) planter measuring sixteen (16) inches in length, twelve (12) inches in depth and thirty-one (31) inches in height.

Grantee must allow at least six (6) feet of clear and unobstructed space for pedestrian passage at all times. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1051938 herein granted the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87696 of this *Journal*.]

Ordinance associated with this drawing printed
on pages 87693 and 87695 of this *Journal*.



Express Carryout.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Express Carryout, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way adjacent to its premises known as 3555 North Broadway. Said sign shall be six (6) feet in length and eight and eight-tenths (8.8) feet in width for a total of fifty-two and eight-tenths (52.8) square feet and ten (10) feet above grade. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1050525 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance
unavailable at time of printing.]

Family Dollar Number 6460.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Family Dollar Number 6460, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way adjacent to its premises known as 1533 -- 1537 West Chicago Avenue. Said sign shall be four (4) feet in length and ten (10) feet in width for a total of forty (40)

square feet and ten (10) feet above grade. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be in accordance with the plans and specifications approved by the Department of Transportation.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1054242 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87699 of this *Journal*.]

First Elysian Properties.
(Foundation Walls)

Be It Ordained by the City Council of the City of Chicago:

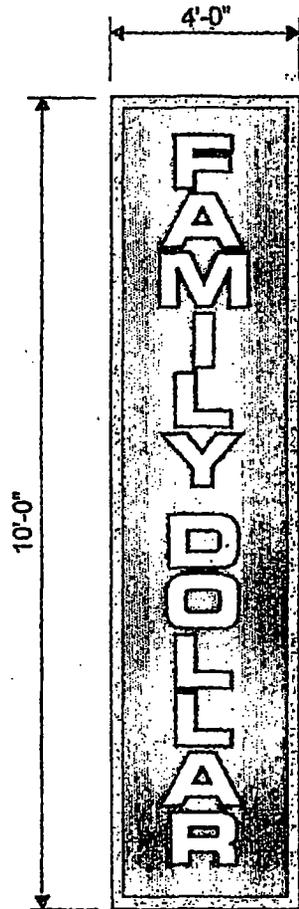
SECTION 1. Permission and authority are hereby given and granted to First Elysian Properties, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use foundation walls on the public right-of-way adjacent to its premises known as 11 East Walton Street. Said foundation walls shall be described as follows:

North State Street.

Along North State Street, foundation wall shall measure one hundred eleven (111) feet in length and one (1) foot in width. Foundation wall shall be one (1) foot beyond the property.

(Continued on page 87700)

Ordinance associated with this drawing printed
on pages 87697 and 87698 of this *Journal*.



10'-0" x 4'-0" DOUBLE FACED SIGN

SPECIFICATIONS

FACES TO BE MANUFACTURED
FROM .177" THICK CLEAR POLYCARBONATE
WITH ALL GRAPHICS 2nd SURFACE PAINTED.
NEW 2" RETAINER TO BE INCLUDED.

COLORS:

FACE BACKGROUND: #437 RED (LACRYL)
"FAMILY DOLLAR" COPY: WHITE
Ⓞ: WHITE

(Continued from page 87698)

North/South Public Alley.

Along north/south public alley, foundation wall shall measure one hundred twenty-seven (127) feet in length and one (1) foot, three (3) inches in width. Foundation wall shall be one (1) foot, three (3) inches beyond line.

Foundation wall shall be constructed in accordance with plans and specifications approved by the Department of Transportation. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1047539 herein granted the sum of One Thousand Two Hundred Sixty-six and no/100 Dollars (\$1,266.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87701 of this *Journal*.]

First Elysian Properties.
(Sheeting)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to First Elysian Properties, upon the terms and subject to the conditions of this ordinance,

(Continued on page 87702)

(Continued from page 87700)

to construct, install, maintain and use sheeting beneath the public right-of-way adjacent to its premises known as 11 East Walton Street. Said sheeting shall be located under and along East Walton Street and North State Street.

East Walton Street.

Under and along East Walton Street, sheeting shall measure approximately two thousand seventy-two (2,072) total square feet.

North State Street.

Under and along North State Street, sheeting shall measure approximately four hundred one (401) total square feet.

Sheeting shall be used for slurry wall installation and will be left in place permanently. Sheeting shall be approximately thirty (30) feet below grade level. Sheeting shall be constructed in accordance with plans and specifications approved by the Department of Transportation. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

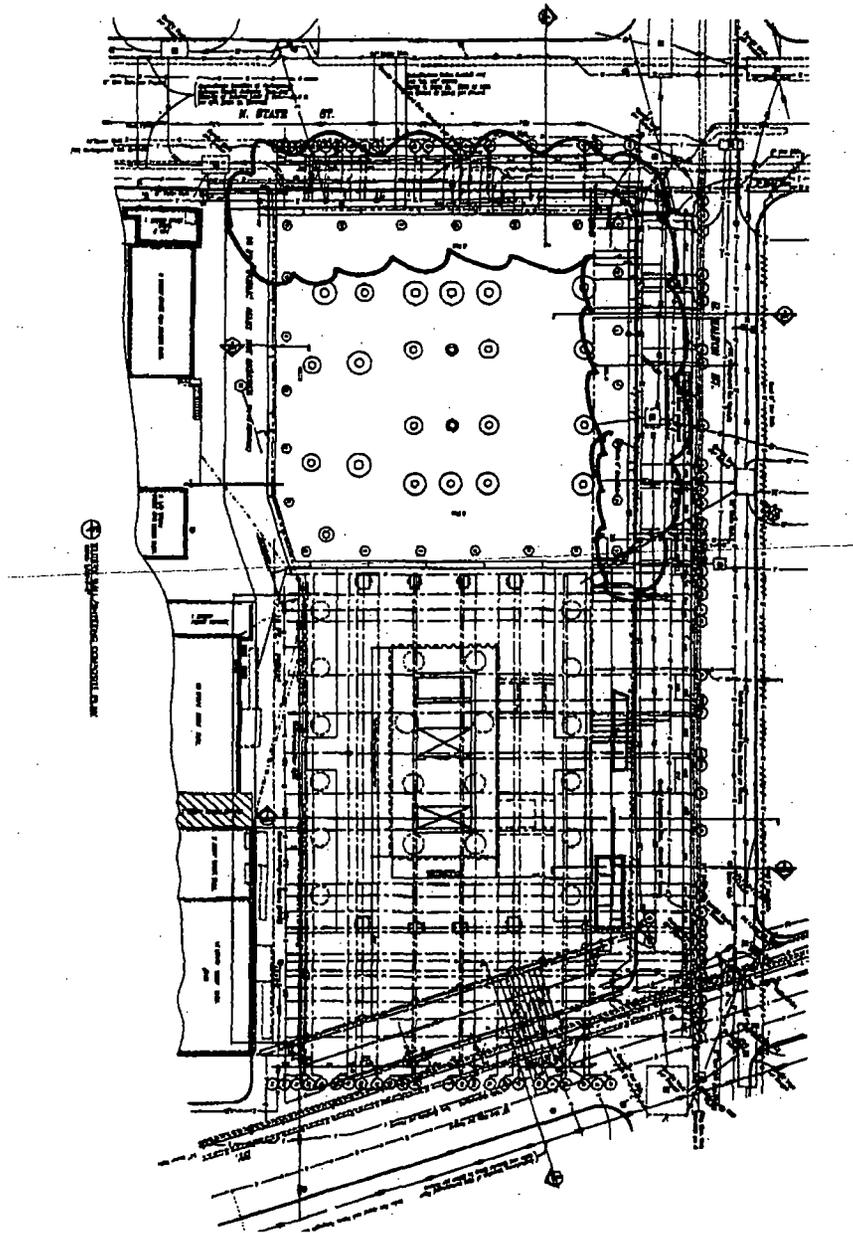
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1050490 herein granted the sum of One Thousand Two Hundred Sixty-six and no/100 Dollars (\$1,266.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87703 of this *Journal*.]

Ordinance associated with this drawing printed on pages 87700 and 87702 of this *Journal*.



Forma Vital.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Forma Vital, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way adjacent to its premises known as 3444 West 26th Street. Said sign shall be six and one-tenth (6.1) feet in length and three (3) feet in width for a total of eighteen and three-tenths (18.3) square feet and ten (10) feet above grade. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be in accordance with plans and specifications approved by the Department of Transportation.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1054554 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87705 of this *Journal*.]

Fox Partners L.P.
(210 West Eugenie Street)

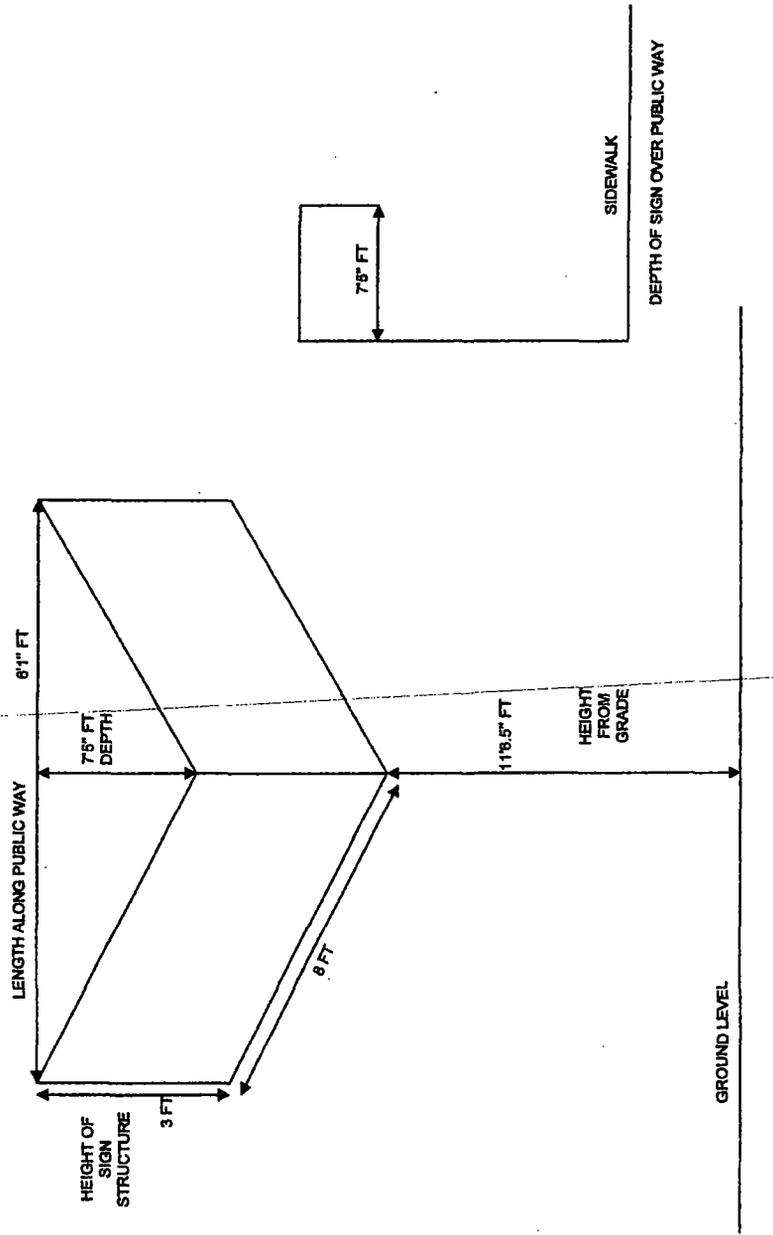
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Fox Partners L.P., upon the terms and subject to the conditions of this ordinance, to

(Continued on page 87706)

Ordinance associated with this drawing printed on page 87704 of this *Journal*.

3444 W. 26th. ST.



(Continued from page 87704)

maintain and use one (1) fire escape projecting over the public right-of-way adjacent to its premises known as 210 West Eugenie Street. Said fire escape shall be twenty-six (26) feet in height and four (4) feet in depth and shall be fourteen (14) feet above grade. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1052353 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87707 of this *Journal*.]

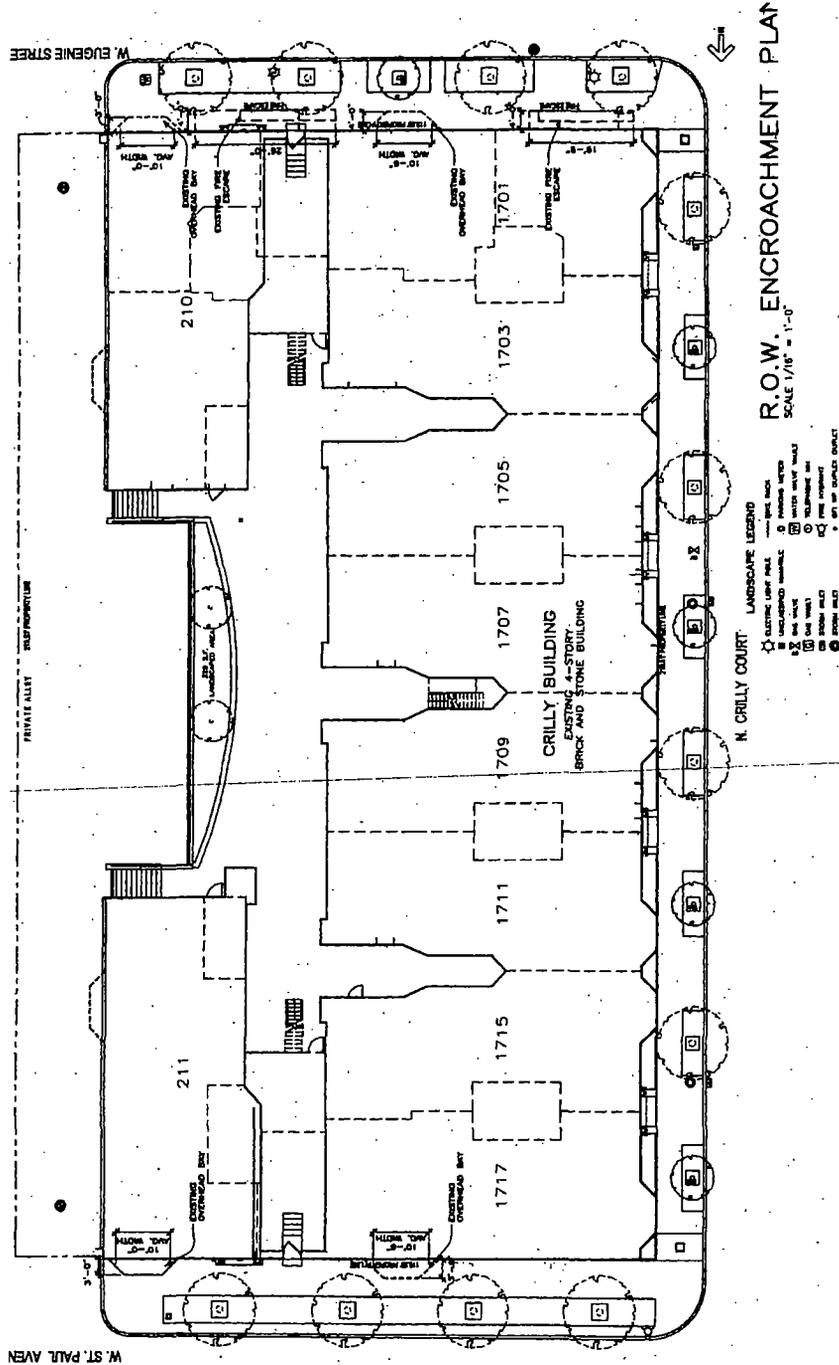
Fox Partners L.P.
(212 West Eugenie Street)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Fox Partners L.P., upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) fire escape projecting over the public right-of-way attached to its premises known as 212 West Eugenie Street. Said fire escape shall measure nineteen and nine-tenths (19.9) feet in height and four (4) feet in depth and shall be fourteen (14) feet above grade. The location of said privilege shall be

(Continued on page 87708)

Ordinance associated with this drawing printed on pages 87704 and 87706 of this Journal.



(Continued from page 87706)

as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1052354 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87709 of this *Journal*.]

Fox Partners L.P.
(1700 North Wells Street)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Fox Partners L.P., upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) fire escape projecting over the public right-of-way adjacent to its premises known as 1700 North Wells Street. Said fire escape shall measure twenty-one (21) feet in height and four (4) feet in depth and shall be fourteen (14) feet above grade. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and

(Continued on page 87710)

(Continued from page 87708)

specifications approved by the Department of Transportation and the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1052319 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87711 of this *Journal*.]

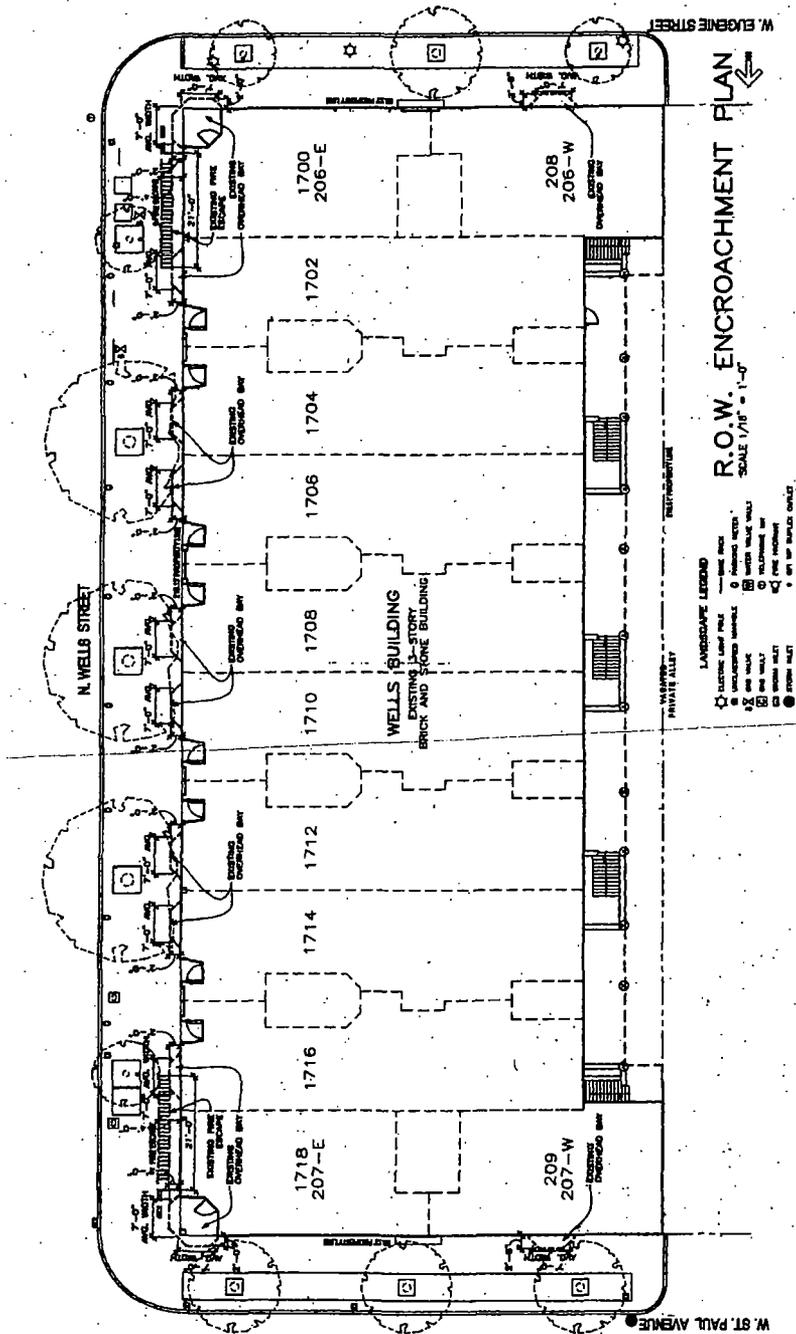
Fox Partners L.P.
(1718 North Wells Street)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Fox Partners L.P., upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) fire escape projecting over the public right-of-way attached to its premises known as 1718 North Wells Street. Said fire escape shall measure twenty-one (21) feet in height and four (4) feet in depth and shall be fourteen (14) feet above grade. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Office of Emergency Management and Communications.

(Continued on page 87712)

Ordinance associated with this drawing printed on pages 87708 and 87710 of this Journal.



(Continued from page 87710)

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1052320 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87713 of this *Journal*.]

Freddies.
(Park Benches)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to *Freddies*, upon the terms and subject to the conditions of this ordinance, to maintain and use two (2) park benches on the public right-of-way adjacent to its premises known as 701 West 31st Street. Said park benches shall be located on the parkway along South Union Avenue and shall measure four (4) feet, two (2) inches in length, two (2) feet, four (4) inches in depth and two (2) feet, ten (10) inches in height. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Grantee must allow the required clear and unobstructed space for pedestrian passage at all times per rules and regulations approved by the Department of Transportation. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Office of Emergency Management and Communications.

(Continued on page 87714)

(Continued from page 87712)

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1054119 herein granted the sum of One Hundred Fifty and no/100 Dollars (\$150.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87715 of this *Journal*.]

Freddies.
(Planters)

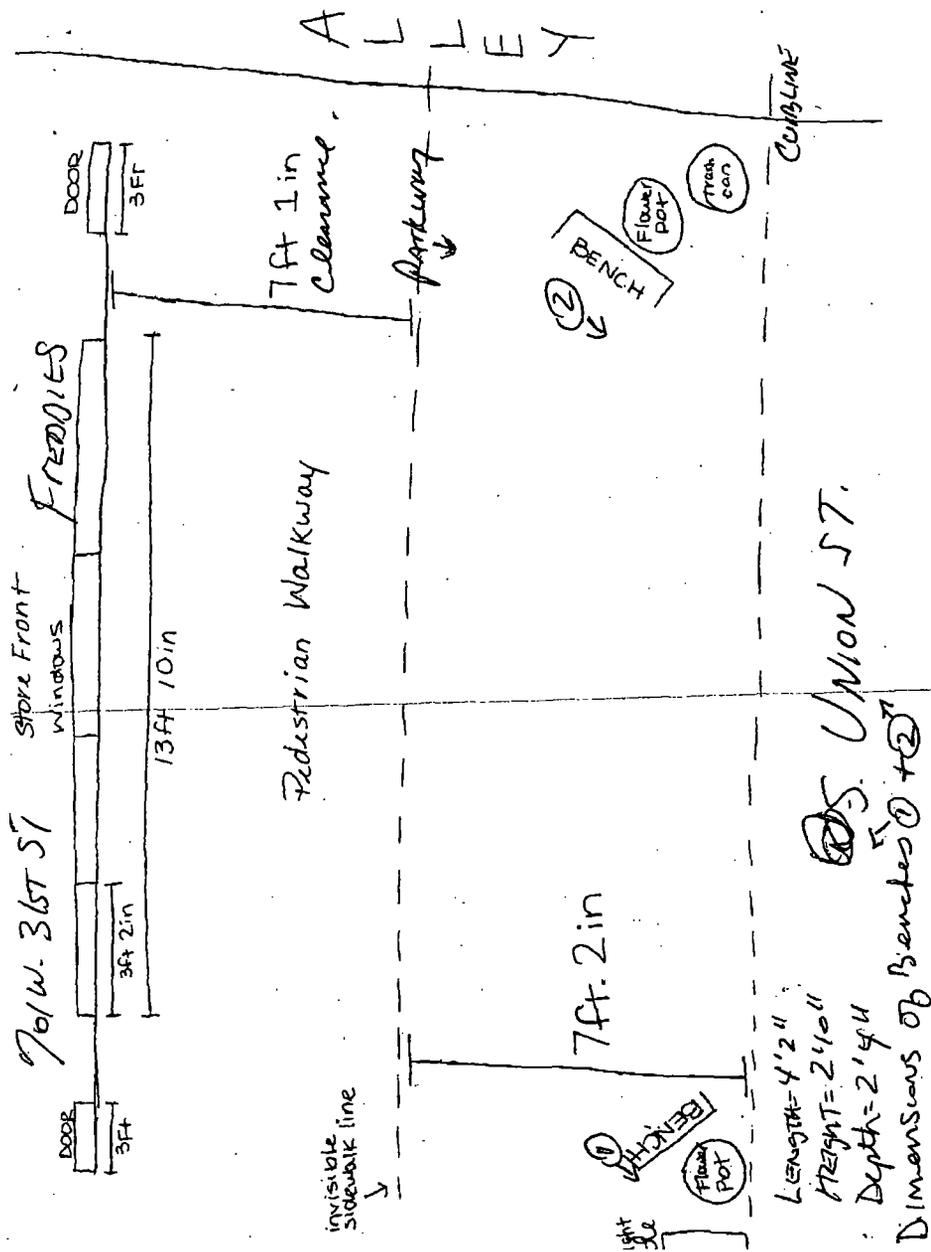
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to *Freddies*, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use two (2) planters on the public right-of-way for beautification purposes adjacent to its premises known as 701 West 31st Street. Said planters shall be one (1) at three (3) feet in length and three (3) feet in width, and one (1) at three (3) feet in length and three (3) feet in width for a total of eighteen (18) square feet. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with approved plans and specifications by the Office of Emergency Management and Communications, the Department of Transportation and the Department of Planning and Development.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

(Continued on page 87716)

Ordinance associated with this drawing printed on pages 87712 and 87714 of this Journal.



(Continued from page 87714)

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1054120 herein granted the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87717 of this *Journal*.]

Mr. Peter B. Freeman.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Peter B. Freeman, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) fence on the public right-of-way adjacent to its premises known as 2024 North Orleans Street. Said fence shall surround a landscaped area and measure twenty-six (26) feet in length, four (4) feet in width and twenty (20) inches in height. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Office of Emergency Management and Communications.

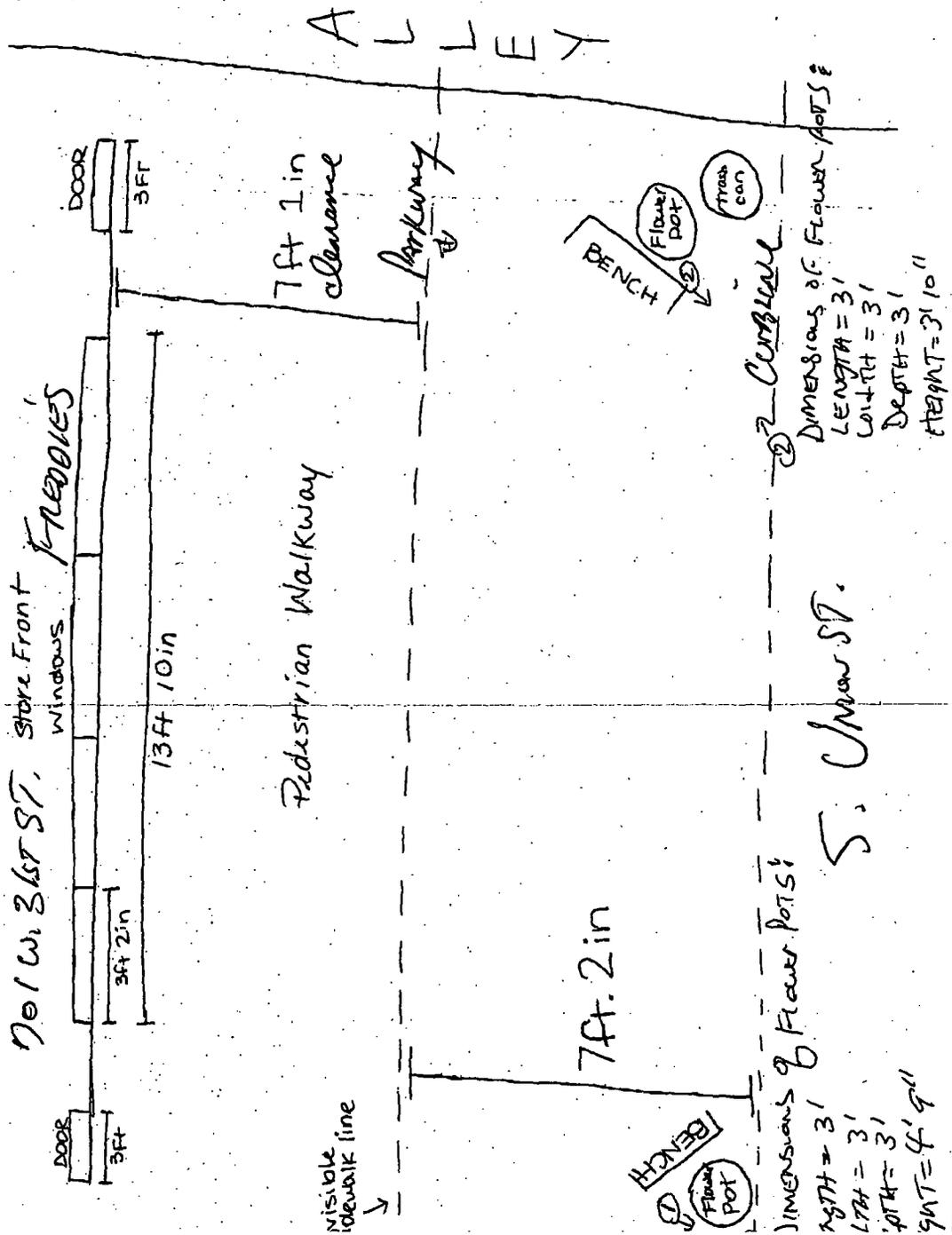
This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1054838 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

(Continued on page 87718)

Ordinance associated with this drawing printed on pages 87714 and 87716 of this Journal.



(Continued from page 87716)

Authority herein given and granted for a period of five (5) years from and after September 5, 2006.

[Drawing referred to in this ordinance printed
on page 87719 of this *Journal*.]

Friends Of The Chicago River.
(301 North Clark Street)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Friends of the Chicago River, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sculpture on the public right-of-way for beautification purposes adjacent to its premises known as 301 North Clark Street. Said sculpture shall be temporarily installed on the public way along the Chicago River (Upper Wacker Drive) at the northeast corner of North Clark Street and East Wacker Drive from June 2006 through October 2006. Said sculpture shall measure three (3) feet in length, two and five-tenths (2.5) feet in width and nine (9) feet above grade. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation, the Office of Emergency Management and Communications and the Department of Planning and Development.

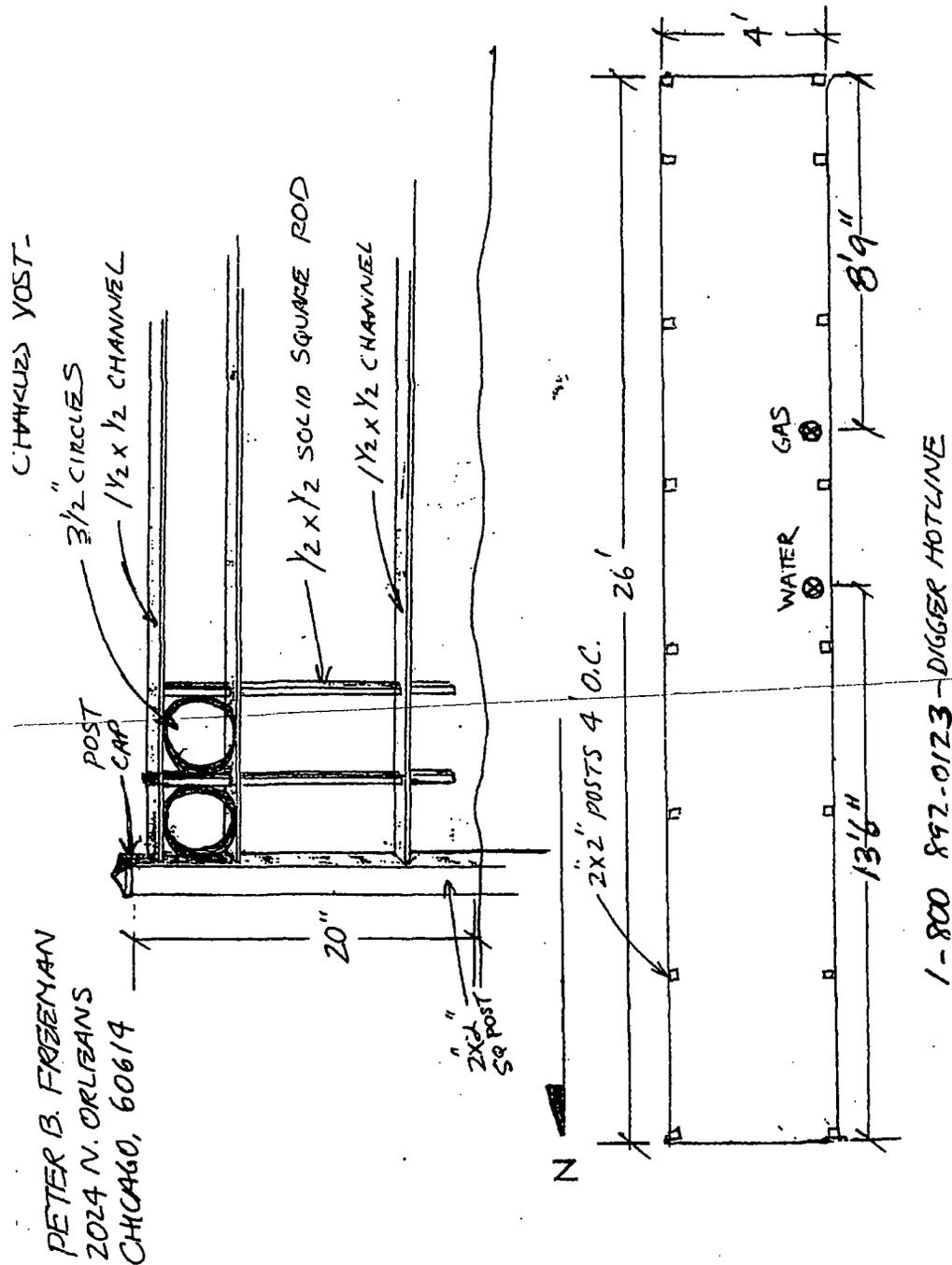
This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1052996 herein granted the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance.

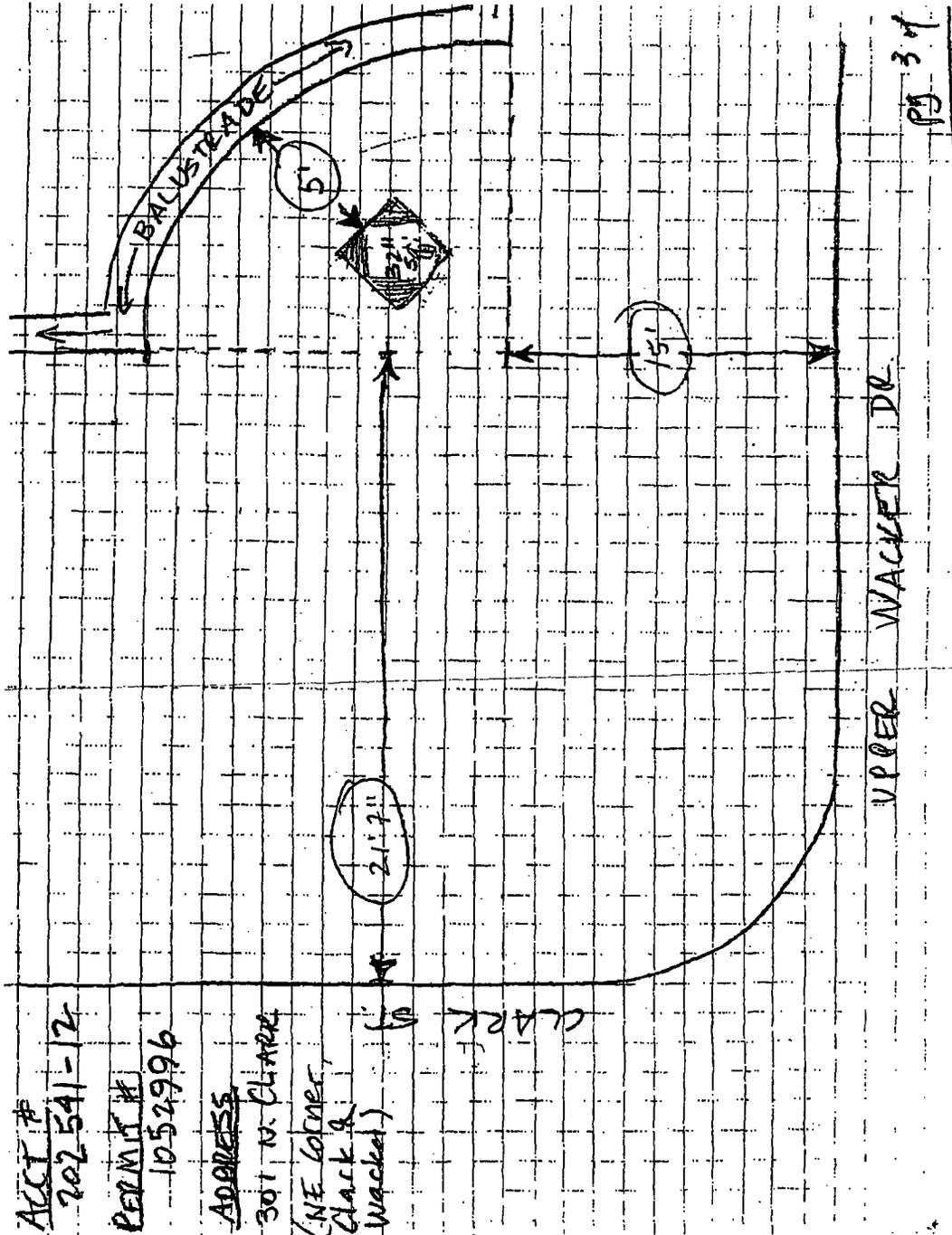
Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87719 of this *Journal*.]

Ordinance associated with this drawing printed on pages 87716 and 87718 of this Journal.



Ordinance associated with this drawing printed on page 87718 of this Journal.



Friends Of The Chicago River.
(302 North Franklin Street)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Friends of the Chicago River, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sculpture on the public right-of-way for beautification purposes adjacent to its premises known as 302 North Franklin Street. Said sculpture shall be temporarily installed on the public way along the Chicago River (Upper Wacker Drive) at the northwest corner of North Franklin Street and East Wacker Drive from June, 2006 through October, 2006. Said sculpture shall measure four (4) feet in width and six (6) feet in length. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation, the Office of Emergency Management and Communications and the Department of Planning and Development.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1052995 herein granted the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87722 of this *Journal*.]

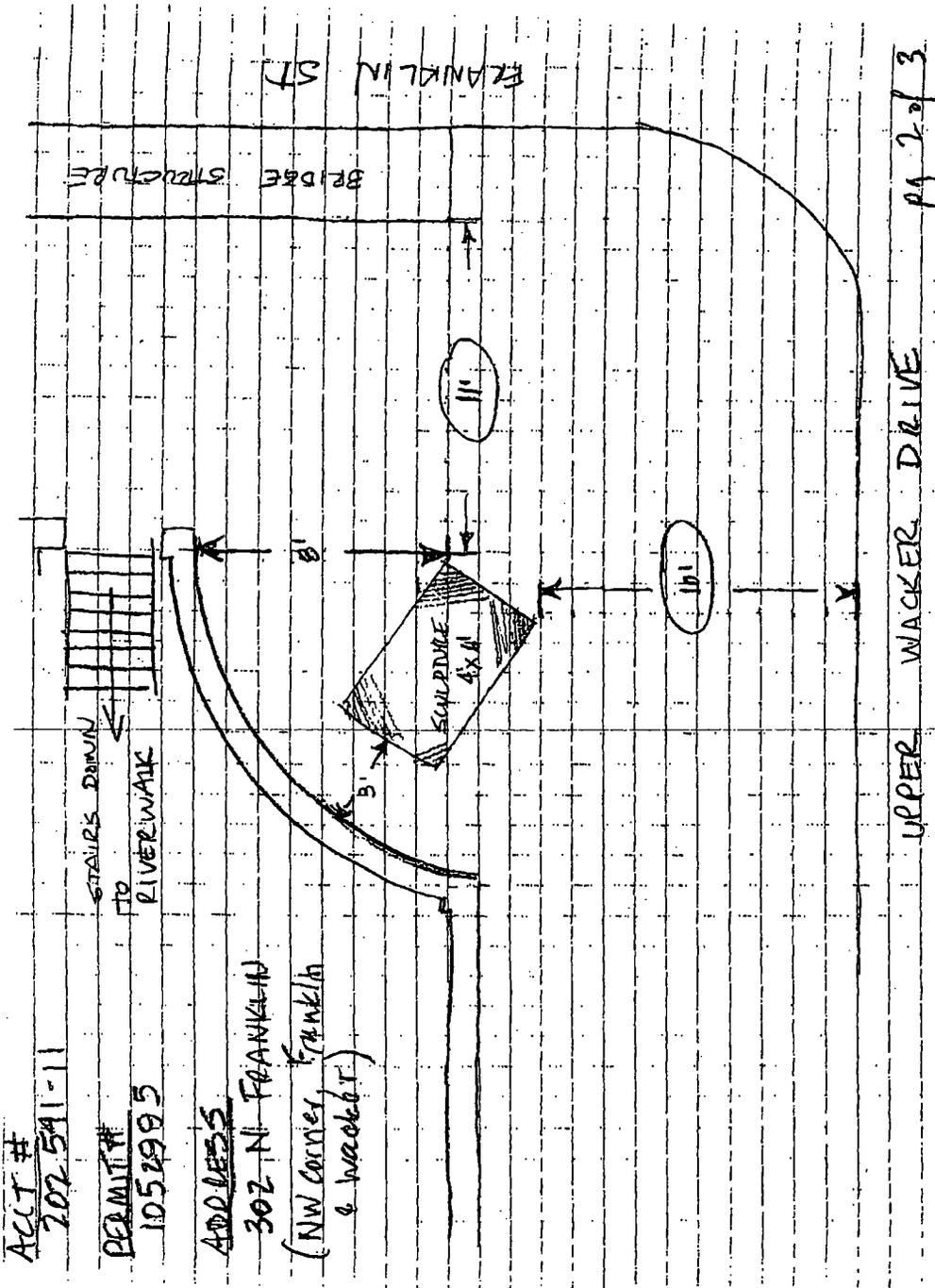
Gold Coast Neighbors Association.
(1301 North Astor Street)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Gold Coast Neighbors Association, upon the terms and subject to the conditions of this

(Continued on page 87723)

Ordinance associated with this drawing printed on page 87721 of this Journal.



ACCT #
202 591-11

PERMIT #
1052995

ADDRESS
302 N FRANKLIN
(NW corner, Franklin
& wacker)

UPPER WACKER DRIVE pg 2 of 3

(Continued from page 87721)

ordinance, to maintain and use, as now constructed, one (1) kiosk (described as a marker) on the public right-of-way adjacent to its premises known as 1301 North Astor Street. Said marker shall be installed on the corner of the property located at 1301 North Astor Street. The marker shall be installed and set in concrete approximately two (2) feet from the corner curb not interfering with the curb slope cuts for handicapped access to the sidewalk. Marker shall be installed in such a way as to not interfere with pedestrian traffic. Said marker shall be approximately fifteen (15) inches in width and thirty (30) inches in height. Inscription of the marker shall identify the Astor Street District designated as a Chicago landmark. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1052990 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after January 10, 2006.

[Drawing referred to in this ordinance printed
on page 87724 of this *Journal*.]

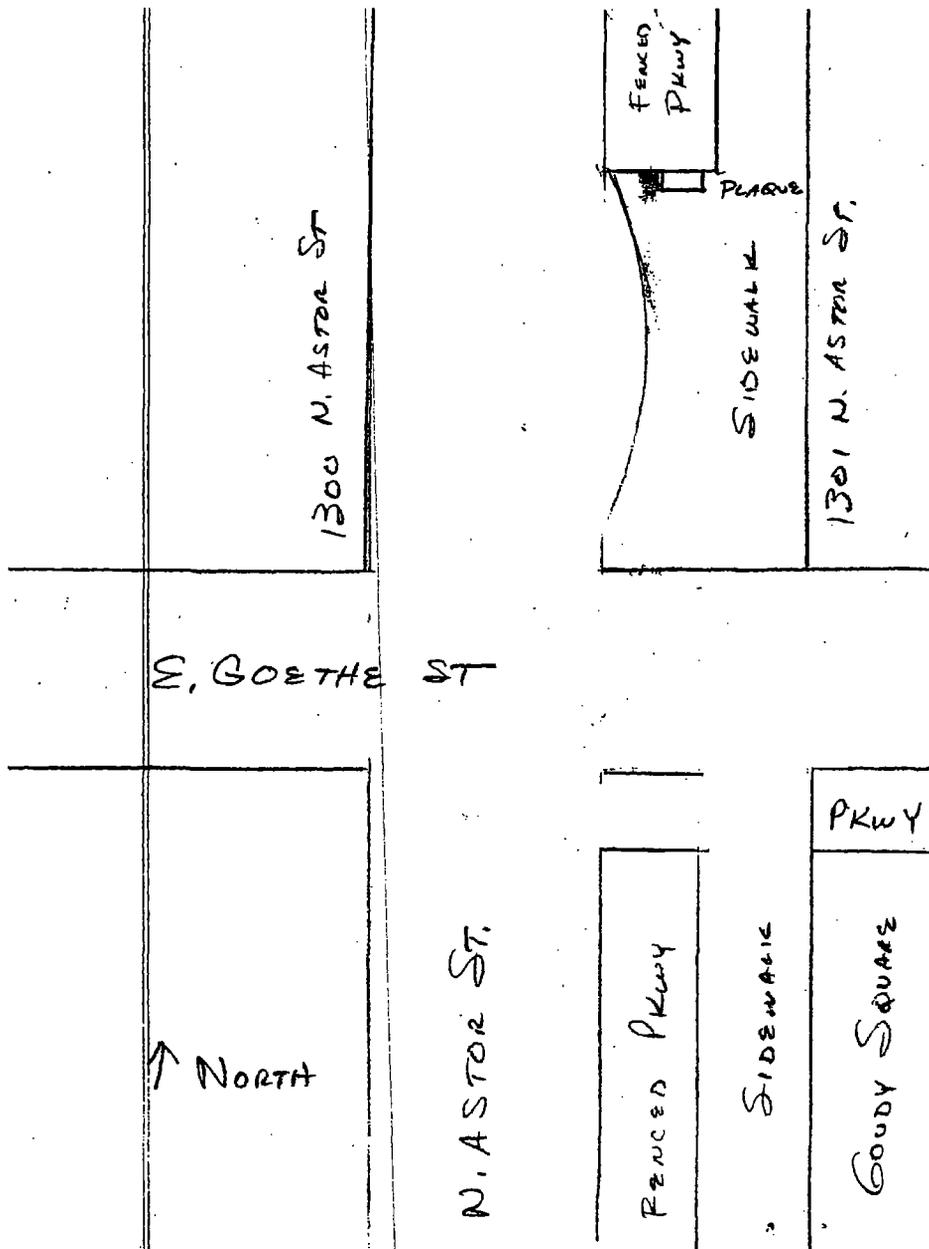
Gold Coast Neighbors Association.
(1400 North Astor Street)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Gold Coast Neighbors Association, upon the terms and subject to the conditions of this

(Continued on page 87725)

Ordinance associated with this drawing printed on pages 87721 and 87723 of this Journal.



(Continued from page 87723)

ordinance, to maintain and use a kiosk on the public right-of-way adjacent to its premises known as 1400 North Astor Street. Said kiosk shall be located on the parkway along North Astor Street. Kiosk shall measure approximately fifteen (15) feet in length, six (6) feet in width and have a height of thirty (30) inches. Kiosk shall be constructed in accordance with plans and specifications approved by the Department of Transportation. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1052994 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87726 of this *Journal*.]

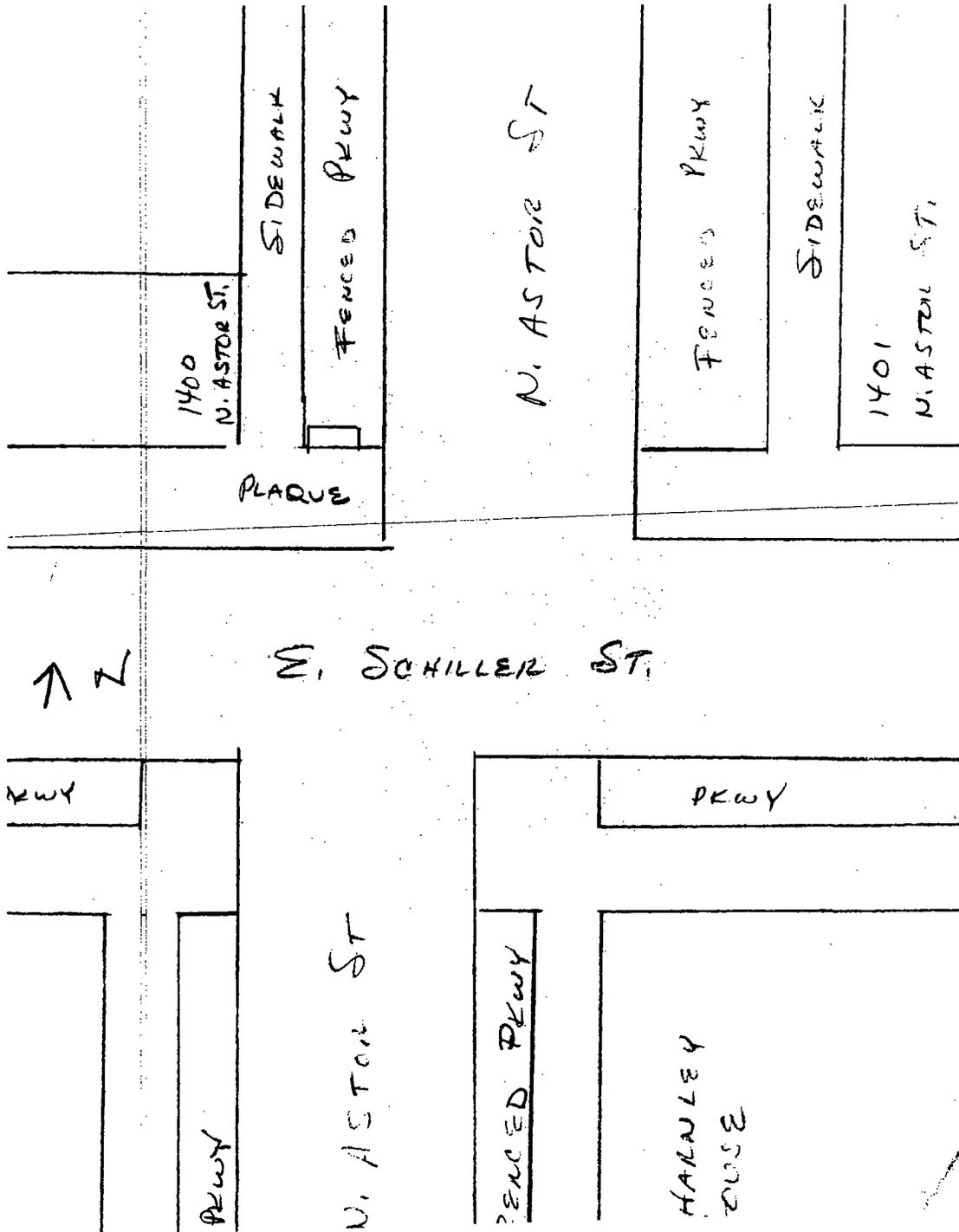
Grand Sudz Enterprises, Inc.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Grand Sudz Enterprises, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way adjacent to its premises known as 6621 South Kedzie Avenue. Said sign shall measure ten (10) feet in length and eight and one-tenth (8.1) feet in height and shall be twelve and five-tenths (12.5) feet above grade. The location of said privilege shall

(Continued on page 87727)

Ordinance associated with this drawing printed on pages 87723 and 87725 of this Journal.



(Continued from page 87725)

be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1052366 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance
unavailable at time of printing.]

The Grind Cafe.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to The Grind Cafe, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way adjacent to its premises known as 4613 North Lincoln Avenue. Said sign shall be three (3) feet in length and two and five-tenths (2.5) feet in width for a total of seven and five-tenths (7.5) square feet and ten (10) feet above grade. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communication.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1055054 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87729 of this *Journal*.]

Mr. Steven Gross.

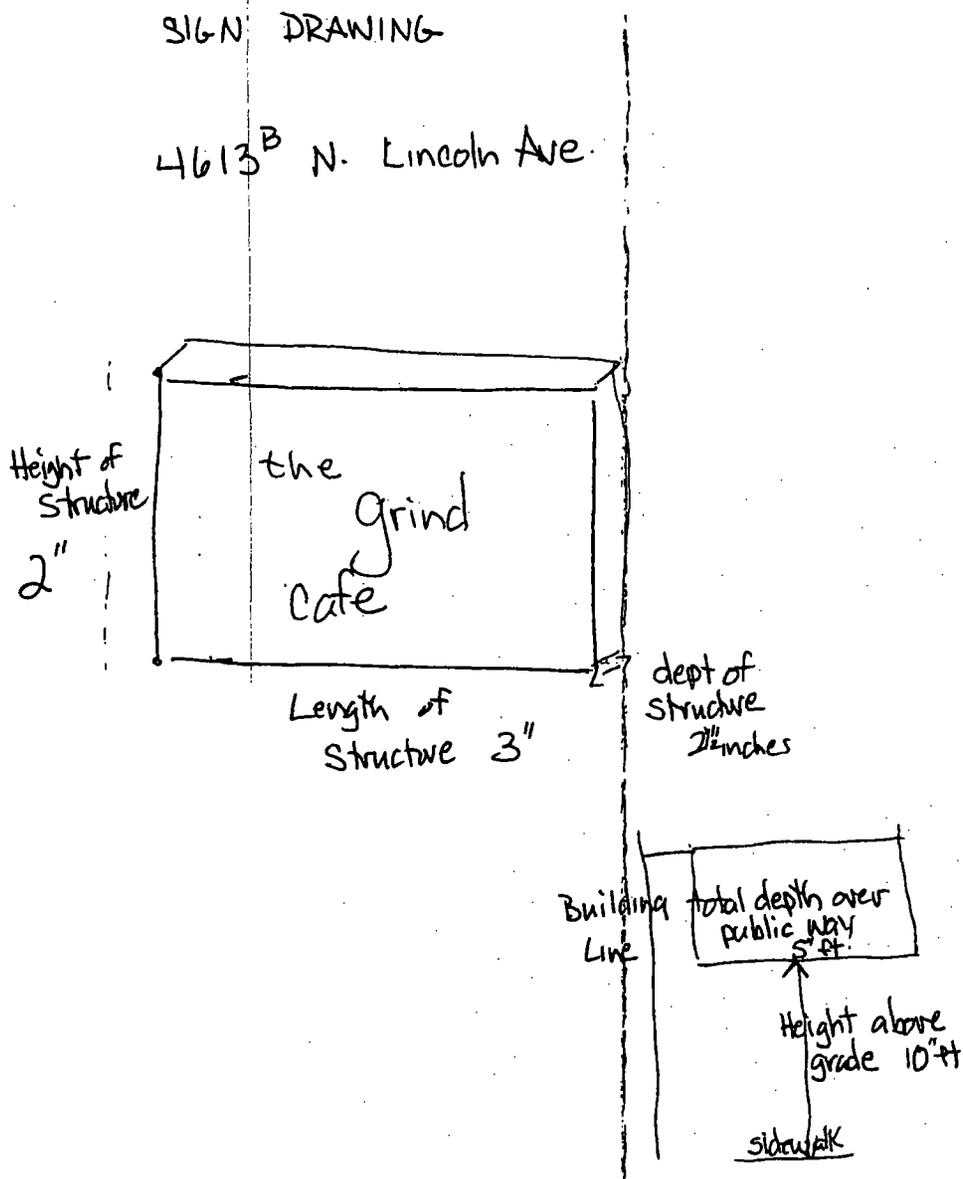
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Steven Gross, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) fence on the public right-of-way adjacent to its premises known as 2120 North Sheffield Avenue. Said wrought iron fence located along the parkway shall encompass a landscaped area approximately thirty-seven (37) feet in length and four (4) feet in width for a total of one hundred forty-eight (148) square feet. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Grantee must allow the required clearance for pedestrian passage at all times per rules and regulations of the Department of Transportation. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

(Continued on page 87730)

Ordinance associated with this drawing printed on pages 87727 and 87728 of this Journal.



(Continued from page 87728)

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1052928 herein granted the sum of Nine Hundred Two and no/100 Dollars (\$902.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after June 6, 2006.

[Drawing referred to in this ordinance printed
on page 87731 of this *Journal*.]

Hanabi Japanese Restaurant.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Hanabi Japanese Restaurant, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way adjacent to its premises known as 806 West Webster Avenue. Said sign shall be four (4) feet in length and three (3) feet in width for a total of twelve (12) square feet and ten (10) feet above grade. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation.

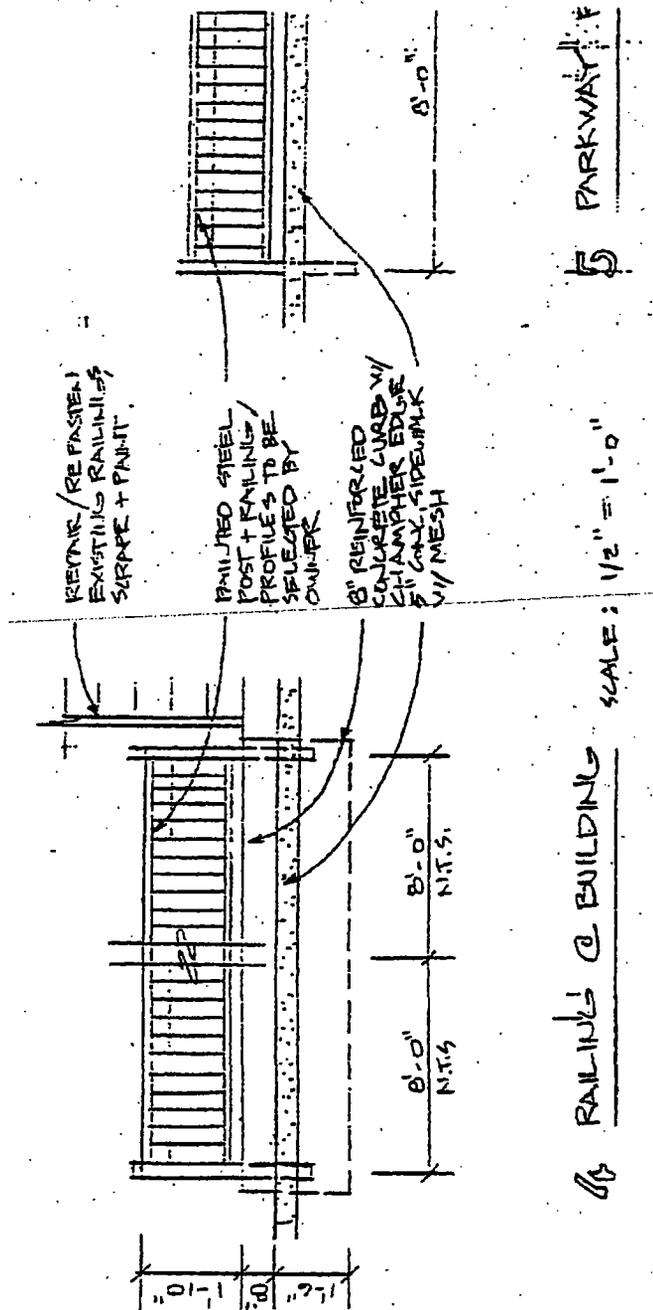
This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1050276 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

(Continued on page 87732)

Ordinance associated with this drawing printed on pages 87728 and 87730 of this Journal.



(Continued from page 87730)

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance
unavailable at time of printing.]

Harpo Studios, Inc.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Harpo Studios, Inc., upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) lawn irrigation system in the public right-of-way adjacent to its premises known as 139 North Aberdeen Street. Said lawn irrigation system shall run from building under public sidewalk to two (2) sections of parkway lawn area along North Aberdeen Street measuring one (1) at fifty-five (55) feet in length and eight (8) feet in width and one (1) at ninety-seven (97) feet in length and eight (8) feet in width for a total of one thousand two hundred sixteen (1,216) square feet. Pipe to be ten (10) inches deep with four (4) inch pop up spray heads that will be flush to lawn. Heads will retract when not in use. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

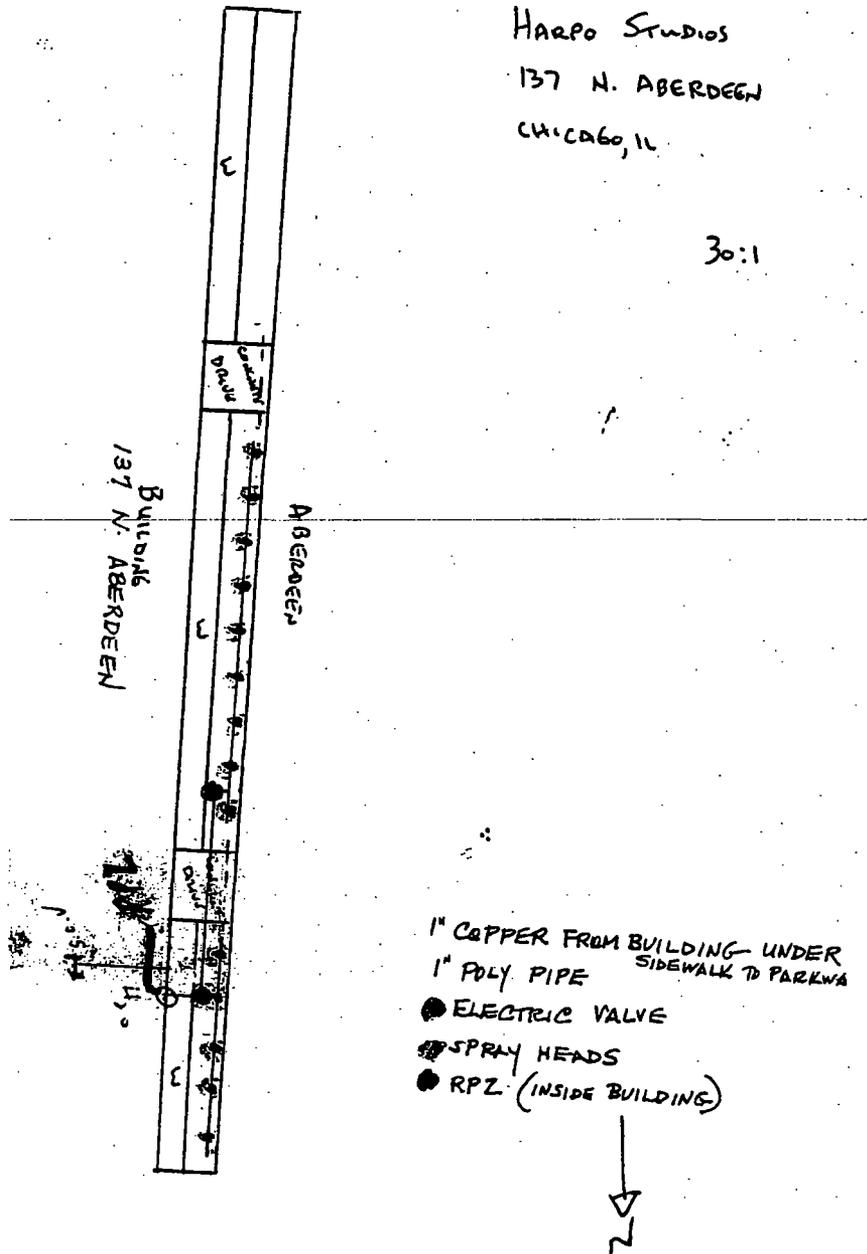
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1054918 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87733 of this *Journal*.]

Ordinance associated with this drawing printed on page 87732 of this Journal.



Heatmasters Inc.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Heatmasters Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) building projection over the public right-of-way attached to its premises known as 5540 West Lawrence Avenue. Said building projection shall be seventy-one (71) feet in length and four (4) feet in width for a total of two hundred eighty-four (284) square feet. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation, the Office of Emergency Management and Communications and the Department of Planning and Development.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1053925 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after August 6, 2006.

[Drawing referred to in this ordinance printed
on page 87735 of this *Journal*.]

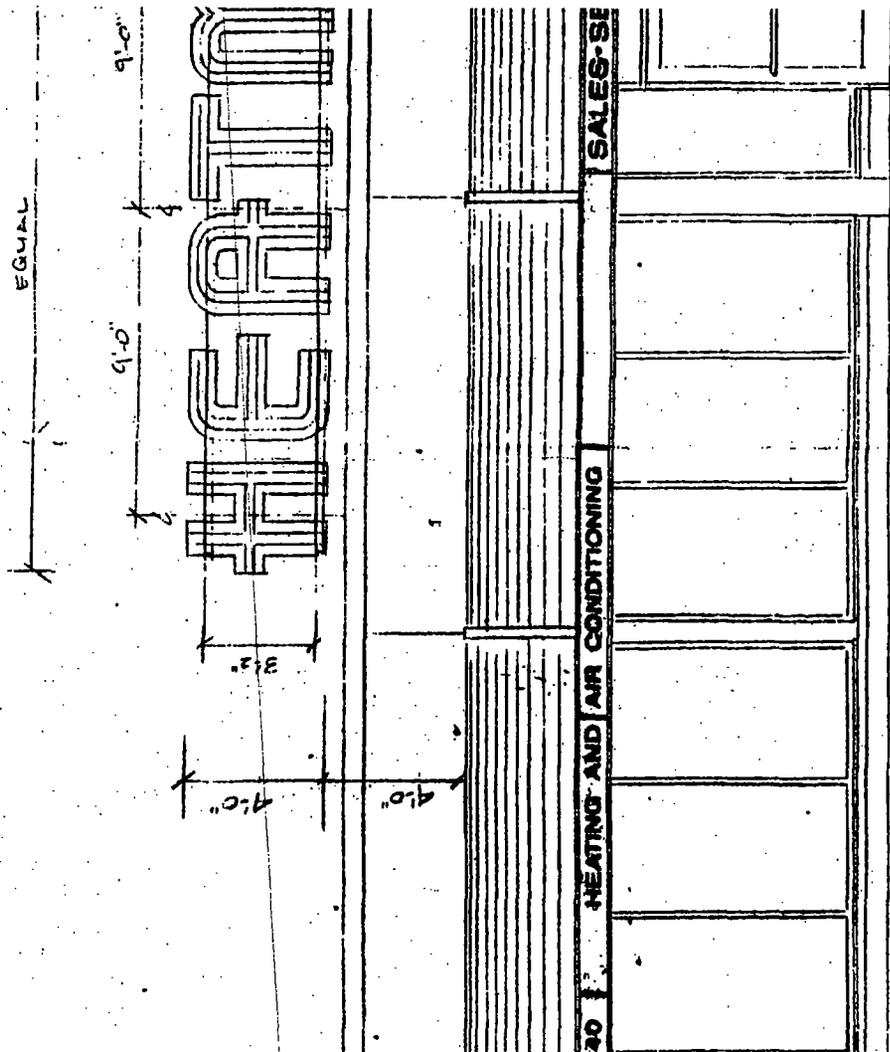
Hines Interests Limited Partnership.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Hines Interests Limited Partnership, upon the terms and subject to the conditions of this

(Continued on page 87736)

Ordinance associated with this drawing printed
on page 87734 of this *Journal*.



(Continued from page 87734)

ordinance, to construct, install, maintain and use one (1) structural projection over the public right-of-way attached to its premises known as 300 North LaSalle Street. Said structural projection shall measure forty-seven (47) feet in length and six and nine-tenths (6.9) feet in depth for a total of three hundred twenty-four and three-tenths (324.3) square feet and shall be nineteen and two-tenths (19.2) feet above grade. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation, the Office of Emergency Management and Communications and the Department of Planning and Development.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1054229 herein granted the sum of One Thousand Six Hundred Sixty and no/100 Dollars (\$1,660.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87737 of this *Journal*.]

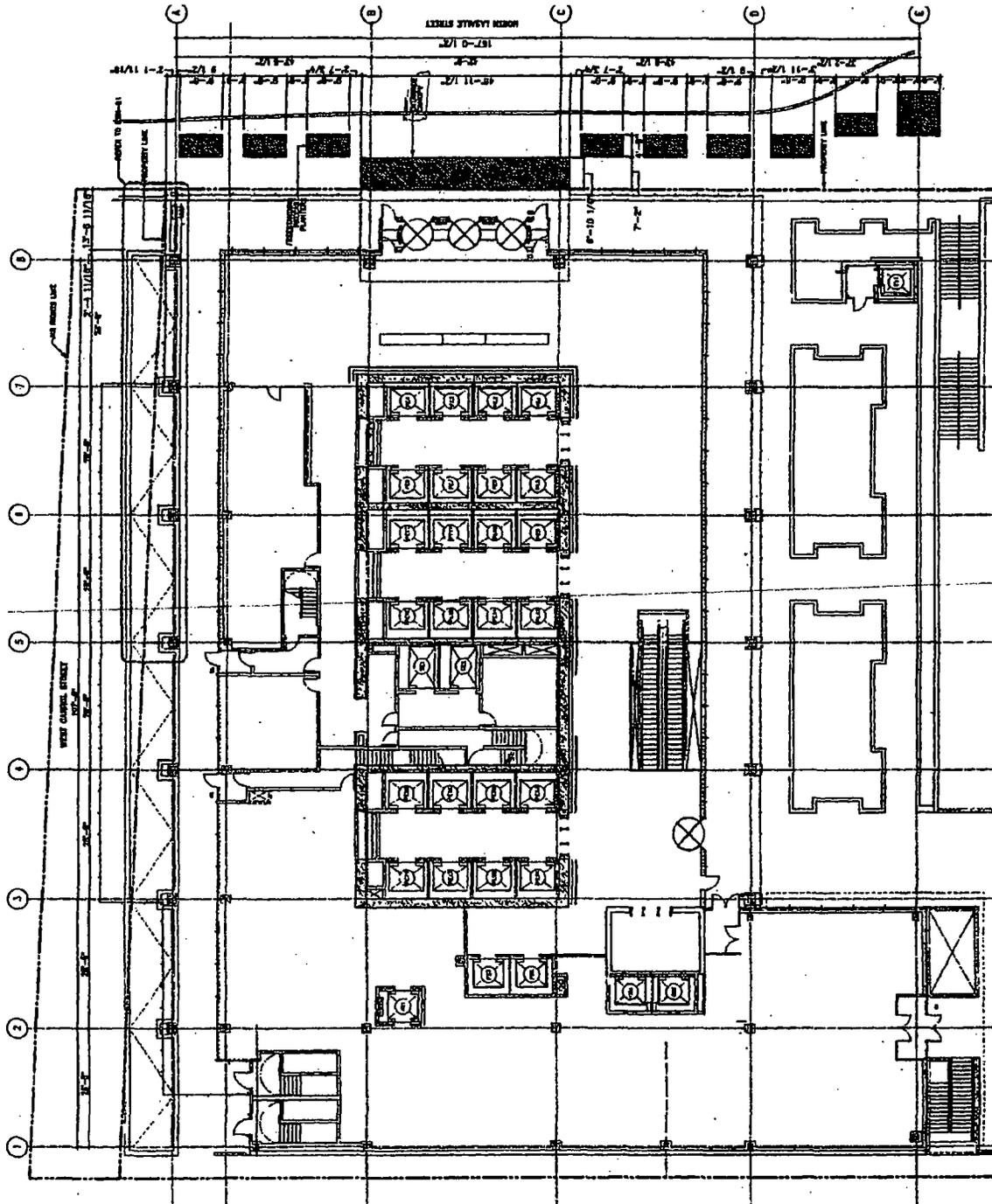
Horizon Community Service.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Horizon Community Service, upon the terms and subject to the conditions of this ordinance,

(Continued on page 87738)

Ordinance associated with this drawing printed on pages 87734 and 87736 of this Journal.



(Continued from page 87736)

to construct, install, maintain and use seven (7) planters on the public right-of-way adjacent to its premises known as 3656 North Halsted Street. Said planter shall be two hundred thirty (230) feet in length and five (5) feet in width, thirty (30) feet in length and five (5) feet in width for a total of one thousand three hundred (1,300) square feet. The location of said privilege shall be as shown on prints hereto attached, which by reference are hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specification approved by the Department of Transportation, the Department of Planning and Development and the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1048197 herein granted the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on pages 87739 through 87742 of this *Journal*.]

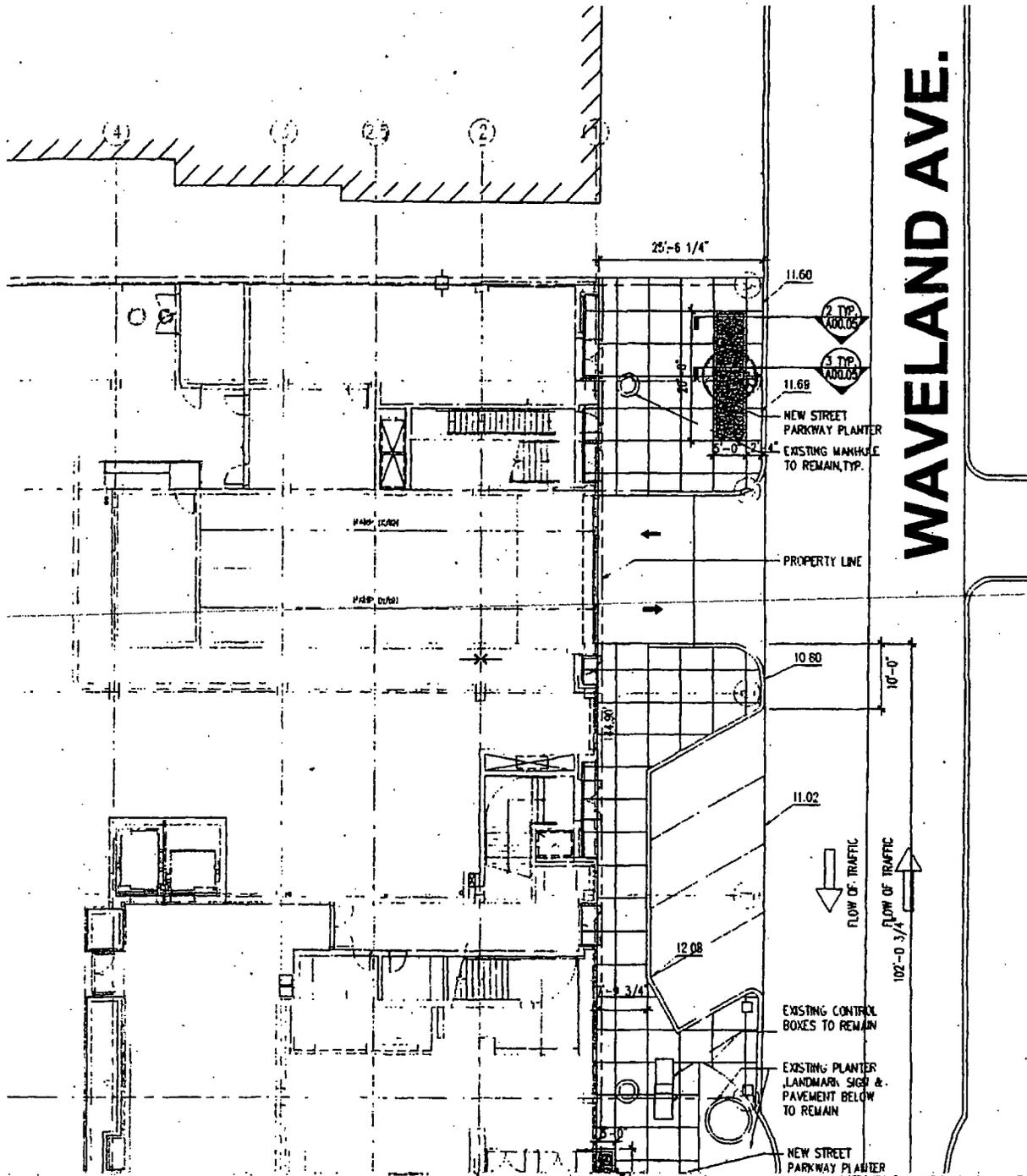
Hotel Intercontinental -- Zest Restaurant.
(Building Projections)

Be It Ordained by the City Council of the City of Chicago:

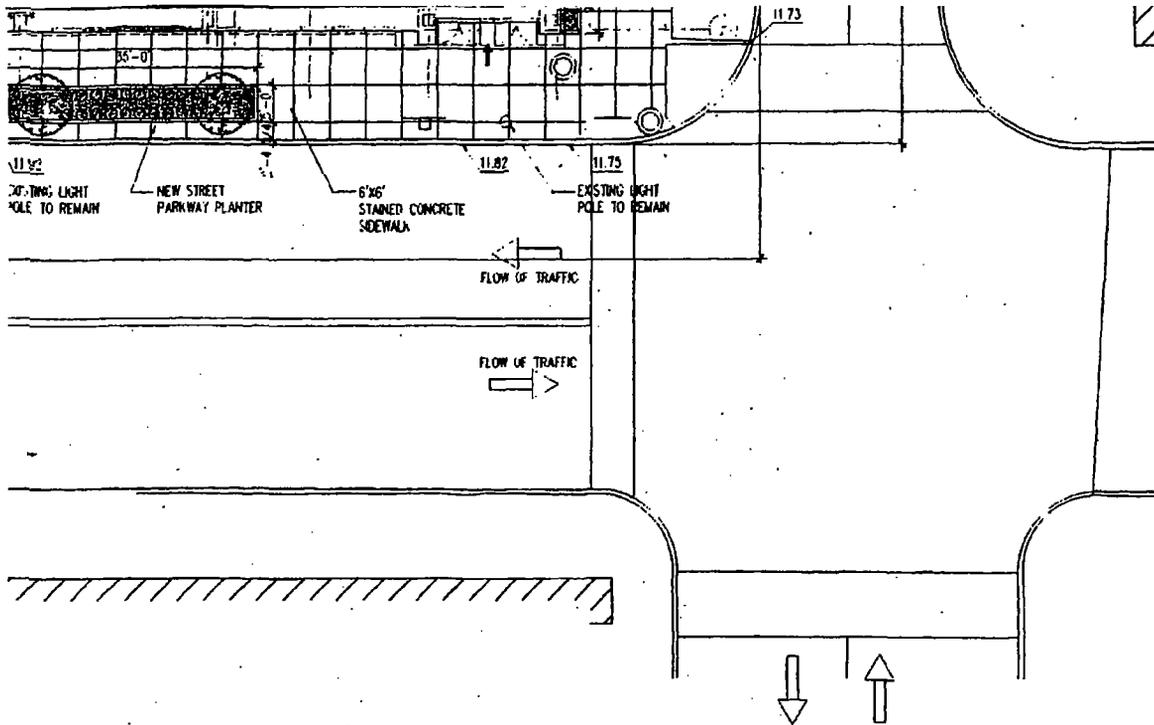
SECTION 1. Permission and authority are hereby given and granted to Hotel Intercontinental -- Zest Restaurant, upon the terms and subject to the conditions of this ordinance, to maintain and use two (2) building projections over the public

(Continued on page 87743)

Ordinance associated with this drawing printed on pages 87736 and 87738 of this Journal.



Ordinance associated with this drawing printed on pages 87736 and 87738 of this Journal.



PLANT LIST

	COMMON NAME	QUANT	CAL.	HEIGHT	SPREAD	ROOTBALL HEIGHT	ROOTBALL SPREAD	SEASON	REMARKS
A	HONEYLOCUST	9	4"	14'	6'	35'-37'	40'-42'	FALL	SPECIMEN, WELL-MATCHED, BRANCHED @ 6' ABOVE GROUND
B	GOLDFLAME SPINEA	112	-	18"	18"	-	-	FALL	5 GALLON CONTAINER, SPECIMEN FULL TO GROUND

NOTE: PLANTING SHALL BE DONE BY DEC. 15, 2006
PROVIDE G.O. RECEPTACLE PER EACH TREE

SITE PLAN
SCALE: 3/32" = 1'-0"

1

Date	Issue	Date & Issue Description	By	Check
JUL	9	ISSUED FOR BUILDING PERMIT 04/29/2005	JAL	
JUL	10	ISSUED FOR UTILITY REVIEW 05/09/2005	JAL	
JUL	11	ISSUED FOR BID 05/23/2005	JAL	
JUL	12	REVISED FOR BUILDING PERMIT 06/10/2005	JAL	
JUL	13	ISSUED FOR COORDINATION CHECK 07/05/2005	JAL	
JUL	14	ISSUED FOR 100% CD 07/29/2005	JAL	
JUL	15	ISSUED FOR PUBLIC WAY PERMIT 01/13/2006	JAL	

Project Name: CENTER ON HALSTED

PKG 1

Project Number: 21-3088-01D

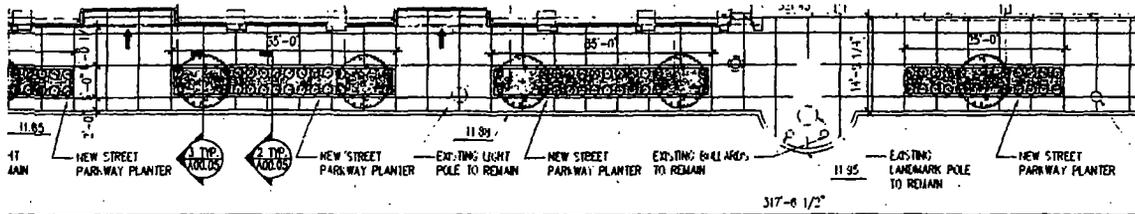
Issue Name: A00.50

Description: SITE PLAN GROUND LEVEL

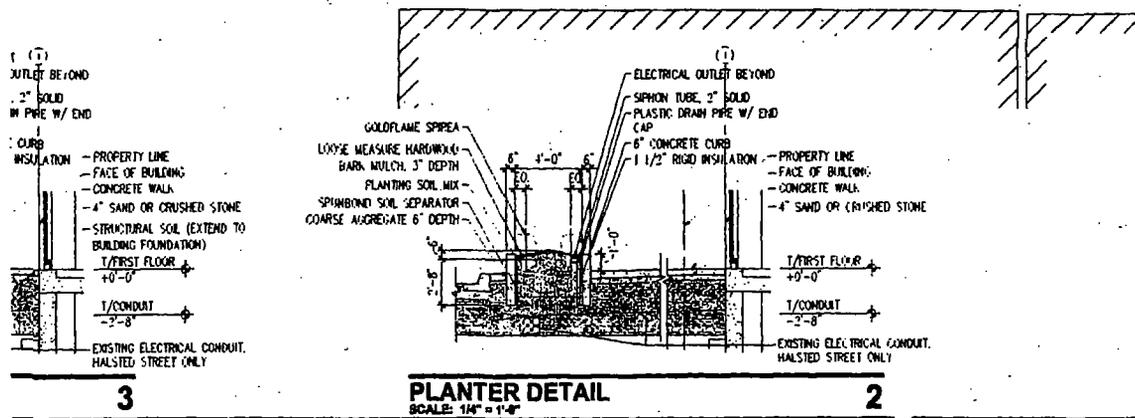
Scale: 1/8" = 1'-0"

Scale: **A00.50**

Ordinance associated with this drawing printed on pages 87736 and 87738 of this *Journal*.



HALSTED ST.

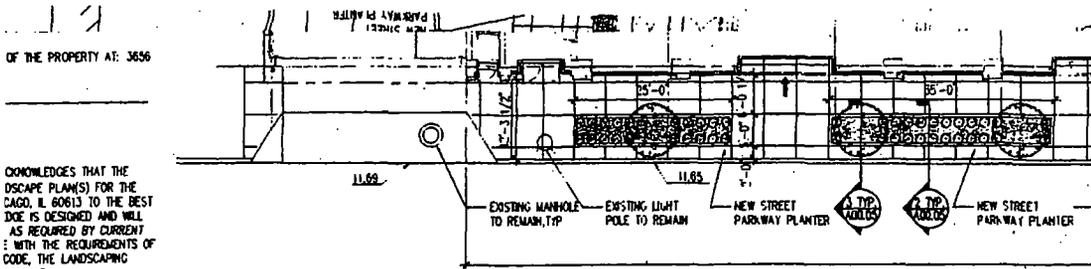


Center on Halsted

3656 N. Halsted Street
Chicago, IL 60613

Issue	Date & Version Description
2	50% DESIGN DEVELOPMENT 10/25/2004
3	ISSUED FOR O&P/100% D.D. 11/22/2004
4	ISSUED FOR BD. OF UNDERPASS 12/09/2004
5	ISSUED FOR O&C REVIEW 07/17/2005

Ordinance associated with this drawing printed on pages 87736 and 87738 of this Journal.



EDITOR/AGENT

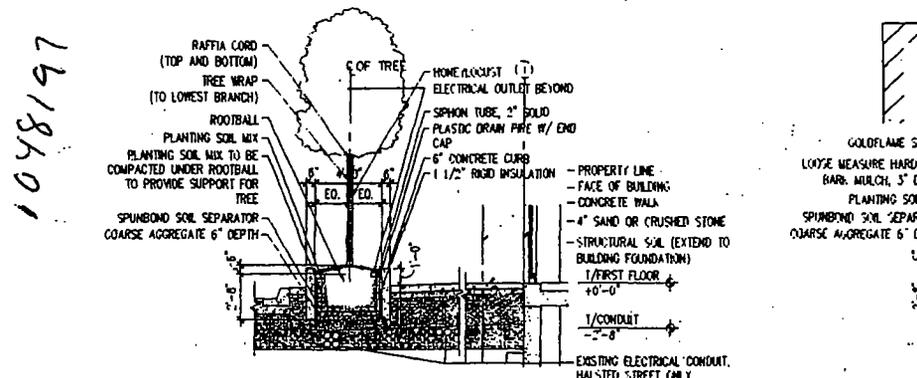
_____ IS THE ACTING EXPEDIENT PROJECT AT 3656 NORTH

OF THE ABOVE MENTIONED IS TRUE AND CORRECT.

DATE: _____

BY OF _____ 20 _____

- EXISTING MANHOLE
- LIGHT POLE
- STREET SIGN POLE
- EXISTING POWER UTILITY POLE



PLANTER DETAIL SCALE: 1/4" = 1'-0"

3

PL SCAL

TERRA
ENGINEERING CO.
3636 N. LAUREL ST.
CHICAGO, IL 60641
773.247.8222
773.247.8223

HK HAL MORROW KAYE
STRUCTURAL ENGINEERS
80 WEST CHICAGO AVENUE
SUITE 800
CHICAGO, IL 60610
773.241.8800
773.241.9004

Gensler
36 W. Monroe
Suite 400
Chicago, IL 60604
Telephone 312.467.4000
Website 312.467.4000

Center
3656 N. Halsted Street
Chicago, IL 60613

(Continued from page 87738)

right-of-way attached to its premises known as 505 North Michigan Avenue. Said building projections shall measure as follows:

Upper Grand Avenue.

Said building projection is one (1) continuous structure in four (4) sections described as decorative screen attachments each measuring ten (10) feet in length, fourteen (14) feet in width and three (3) feet in depth. Said structure shall be nine (9) feet above grade.

Michigan Avenue.

Said building projection is one (1) continuous structure in three (3) sections described as decorative screen attachments each measuring thirteen (13) feet in length, fourteen (14) feet in width and three (3) feet in depth. Said structure shall be ten (10) feet above grade.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation, the Office of Emergency Management and Communications and the Department of Planning and Development.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

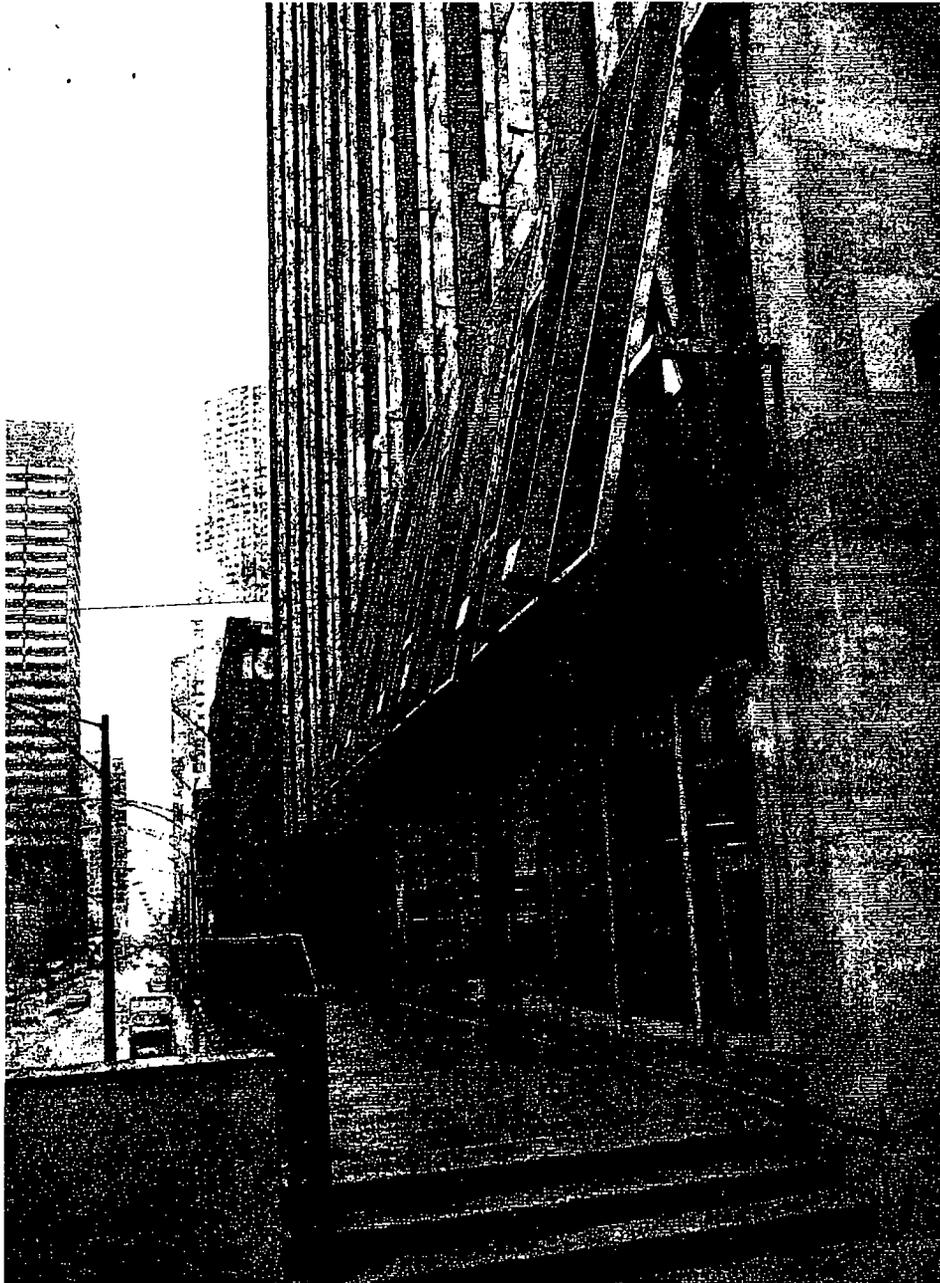
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1052939 herein granted the sum of One Thousand Six Hundred Thirty-four and no/100 Dollars (\$1,634.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87744 of this *Journal*.]

Ordinance associated with this drawing printed
on pages 87738 and 87743 of this *Journal*.



Hotel Intercontinental -- Zest Restaurant.
(Structural Projections)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Hotel Intercontinental -- Zest Restaurant, upon the terms and subject to the conditions of this ordinance, to maintain and use three (3) structural projections over the public right-of-way adjacent to its premises known as 505 North Michigan Avenue. Said structural projections are constructed of glass and steel and shall measure one (1) at thirty-five (35) feet in length, six (6) feet in depth and twelve (12) feet above grade located along North Michigan Avenue, one (1) at eleven (11) feet in length, eight (8) feet in depth and nine (9) feet above grade along North Michigan Avenue and one (1) at twenty-two (22) feet in length, fourteen (14) feet in depth and eight (8) feet above grade located along East Illinois Street. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation, the Office of Emergency Management and Communications and the Department of Planning and Development.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

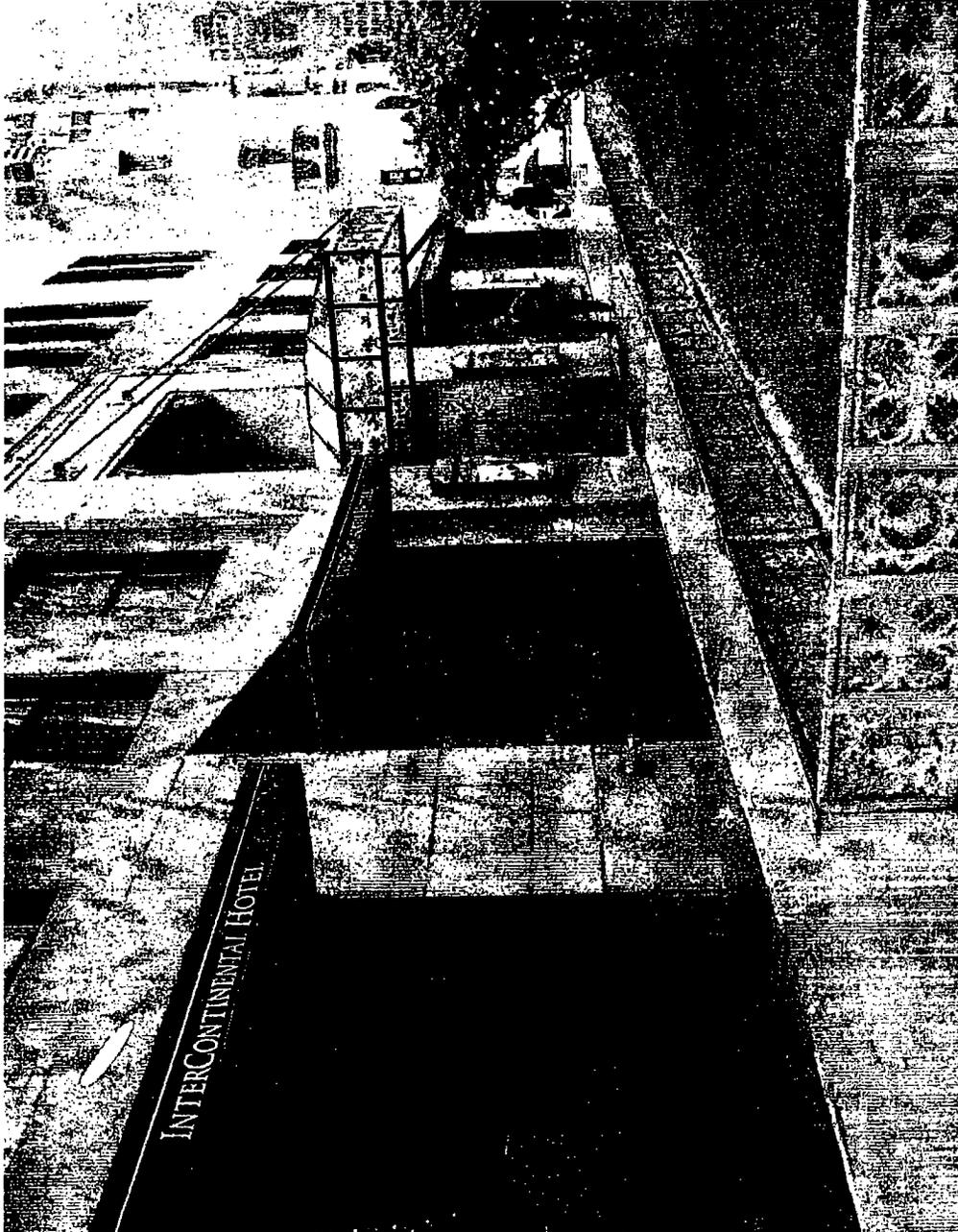
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1052938 herein granted the sum of Three Thousand Seven Hundred Two and 79/100 Dollars (\$3,702.79) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87746 of this *Journal*.]

Ordinance associated with this drawing printed
on page 87745 of this *Journal*.



Howl At The Moon.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Howl at the Moon, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) existing sign over the public right-of-way adjacent to its premises known as 26 -- 30 West Hubbard Street. Said sign shall be two and eleven-hundredths (2.11) feet in length and fifteen (15) feet in width for a total of thirty-one and sixty-five hundredths (31.65) square feet. Sign shall be fifteen (15) feet above grade along West Hubbard Street. Sign has been constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1054230 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87748 of this *Journal*.]

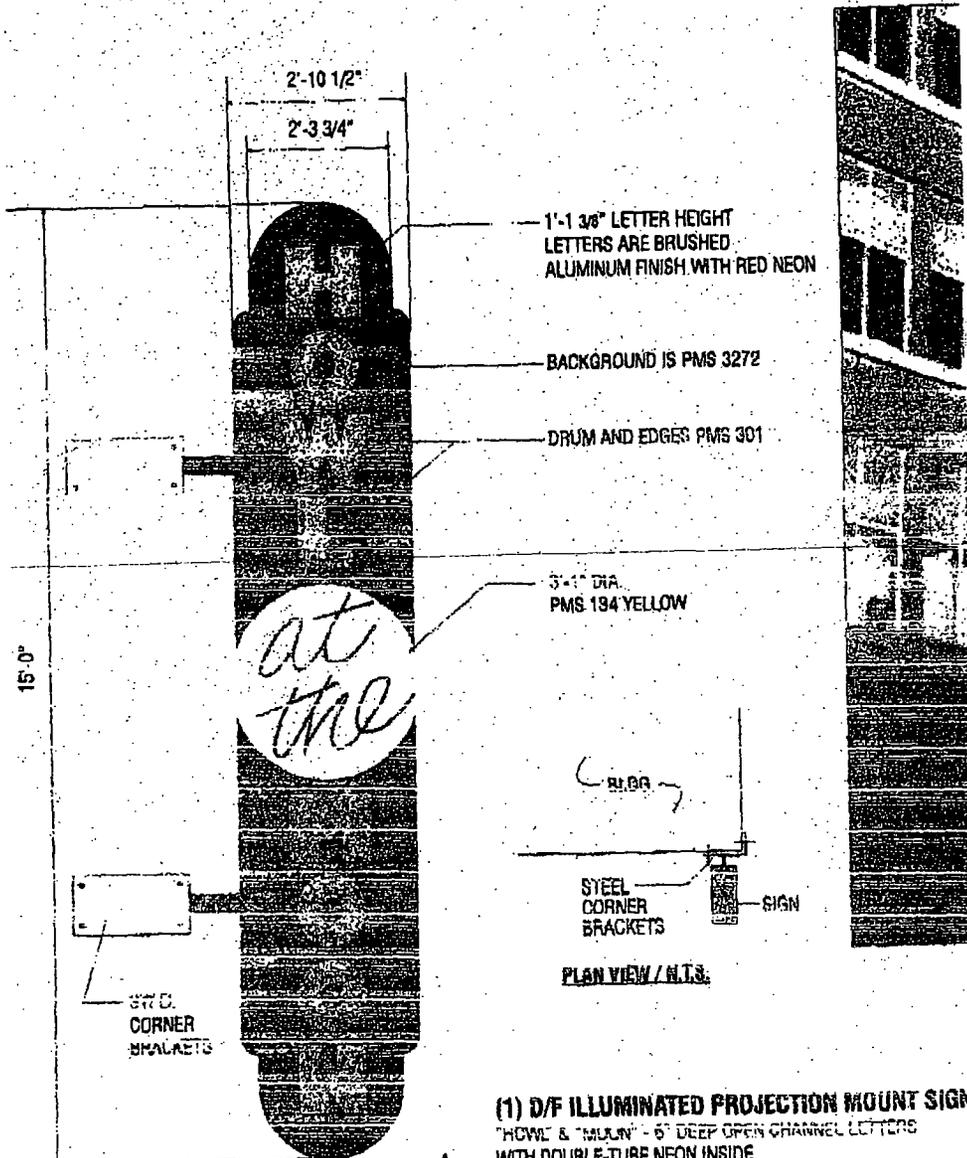
The Hunt Club.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to The Hunt Club, upon the terms and subject to the conditions of this ordinance, to maintain

(Continued on page 87749)

Ordinance associated with this drawing printed on page 87747 of this Journal.



(1) D/F ILLUMINATED PROJECTION MOUNT SIGN
 "HOWL & MOUNT" - 5" DEEP OPEN CHANNEL LETTERS
 WITH DOUBLE-TUBE NEON INSIDE
 "AT THE" - SKELETON NEON

15'

(Continued from page 87747)

and use one (1) sign projecting over the public right-of-way adjacent to its premises known as 1100 North State Street. Said sign shall be two and seven-tenths (2.7) feet in length and twelve and five-tenths (12.5) feet in width for a total of thirty-three and seventy-five hundredths (33.75) square feet and ten (10) feet above grade. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be in accordance with plans and specifications approved by the Department of Transportation.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1054686 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance
unavailable at time of printing.]

Hyde Park Bank And Trust Company.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Hyde Park Bank & Trust Company, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use four (4) planters on the public right-of-way adjacent to its premises known as 1525 East 53rd Street. Said planters shall be for beautification purposes. Each planter shall have a two (2) feet in height ornamental fence surrounding said planters. Planters shall be described as follows:

Along East 53rd Street two (2) planters shall each measure approximately forty-eight (48) feet in length and five (5) feet in width.

Along East 53rd Street two (2) planters shall each measure approximately three (3) feet in length and three (3) feet in width.

Grantee must allow six (6) feet of clear and unobstructed space for pedestrian passage at all times. Planters and ornamental fencing shall be constructed in accordance with plans and specifications approved by the Department of Transportation and Department of Planning and Development. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1043215 herein granted the sum of Two Hundred and no/100 Dollars (\$200.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87751 of this *Journal*.]

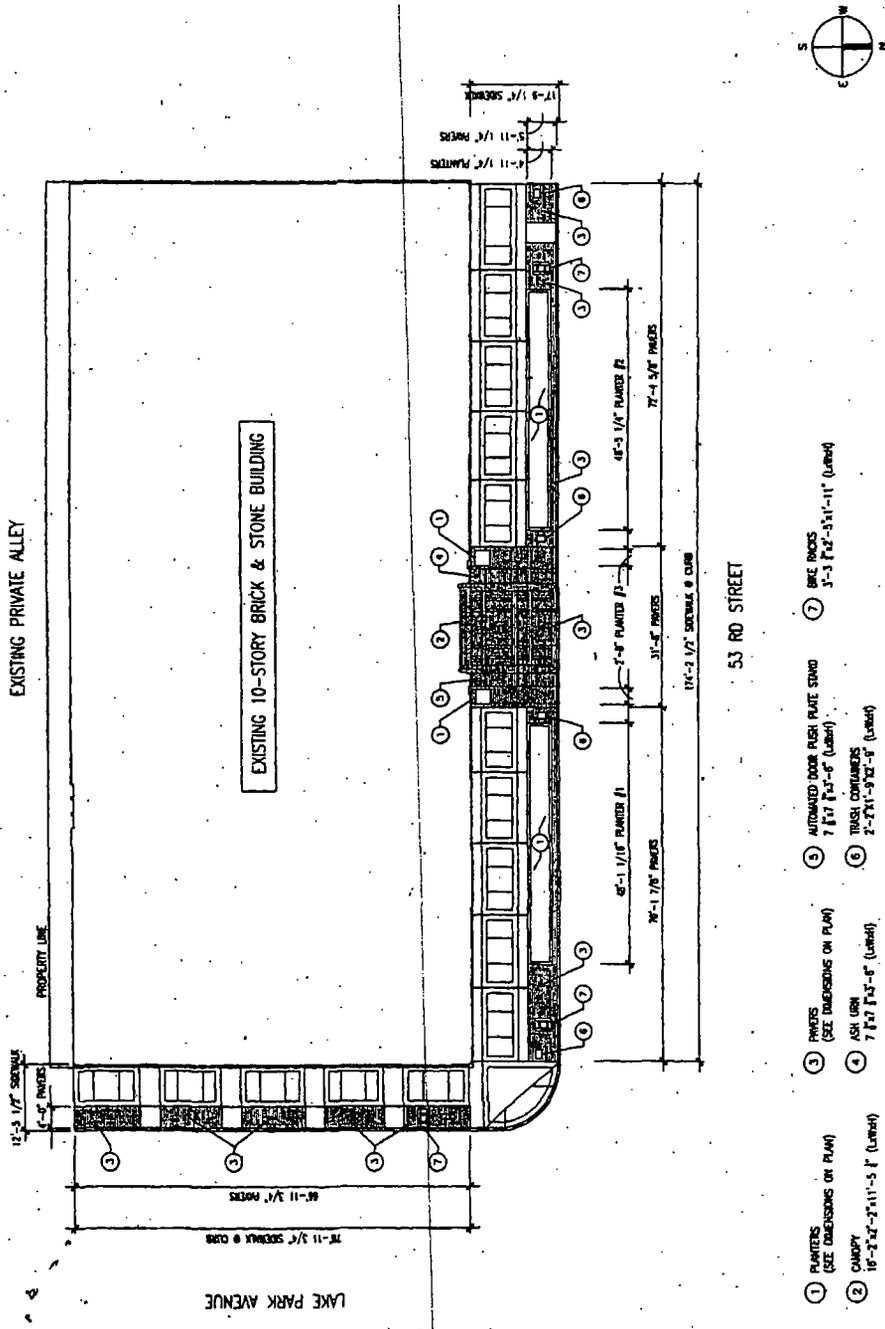
Hyun's Hapkido School.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Hyun's Hapkido School, upon the terms and subject to the conditions of this ordinance, to

(Continued on page 87752)

Ordinance associated with this drawing printed on pages 87749 and 87750 of this Journal.



- ① PLANTERS (SEE DIMENSIONS ON PLAN)
- ② CANYON 18'-3'-2"-3'-11"-5' (LUMBA)
- ③ PARKERS (SEE DIMENSIONS ON PLAN)
- ④ ASH URN 7'x7'x3'-6" (LUMBA)
- ⑤ AUTOMATED DOOR PUSH PLATE STAND 7'x7'x3'-6" (LUMBA)
- ⑥ TRASH CONTAINERS 2'-2'-11"-3'-2"-5' (LUMBA)
- ⑦ BIKE RACKS 3'-3'x2'-3'-11"-11" (LUMBA)

(Continued from page 87750)

maintain and use one (1) sign projecting over the public right-of-way adjacent to its premises known as 2743 North Western Avenue. Said sign shall be four (4) feet in length and six (6) feet in width for a total of twenty-four (24) square feet and ten (10) feet above grade. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1050285 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance
unavailable at time of printing]

I'M Temple Of Chicago, Inc.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to I'M Temple of Chicago, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and used an existing vault beneath the public right-of-way adjacent to its premises known as 176 West Washington Street. Said vault shall be forty (40) feet in length and thirteen (13) feet, seven (7) inches in width. Existing vault shall be used for fuel storage and hot water supply purposes. Vault shall be located under and along an east/west public alley. Vault has been constructed in accordance with plans and specifications approved by the Office of Emergency

Management and Communications. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1053145 herein granted the sum of Two Thousand Five Hundred Ninety-one and no/100 Dollars (\$2,591.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after June 26, 2006.

[Drawing referred to in this ordinance printed
on page 87754 of this *Journal*.]

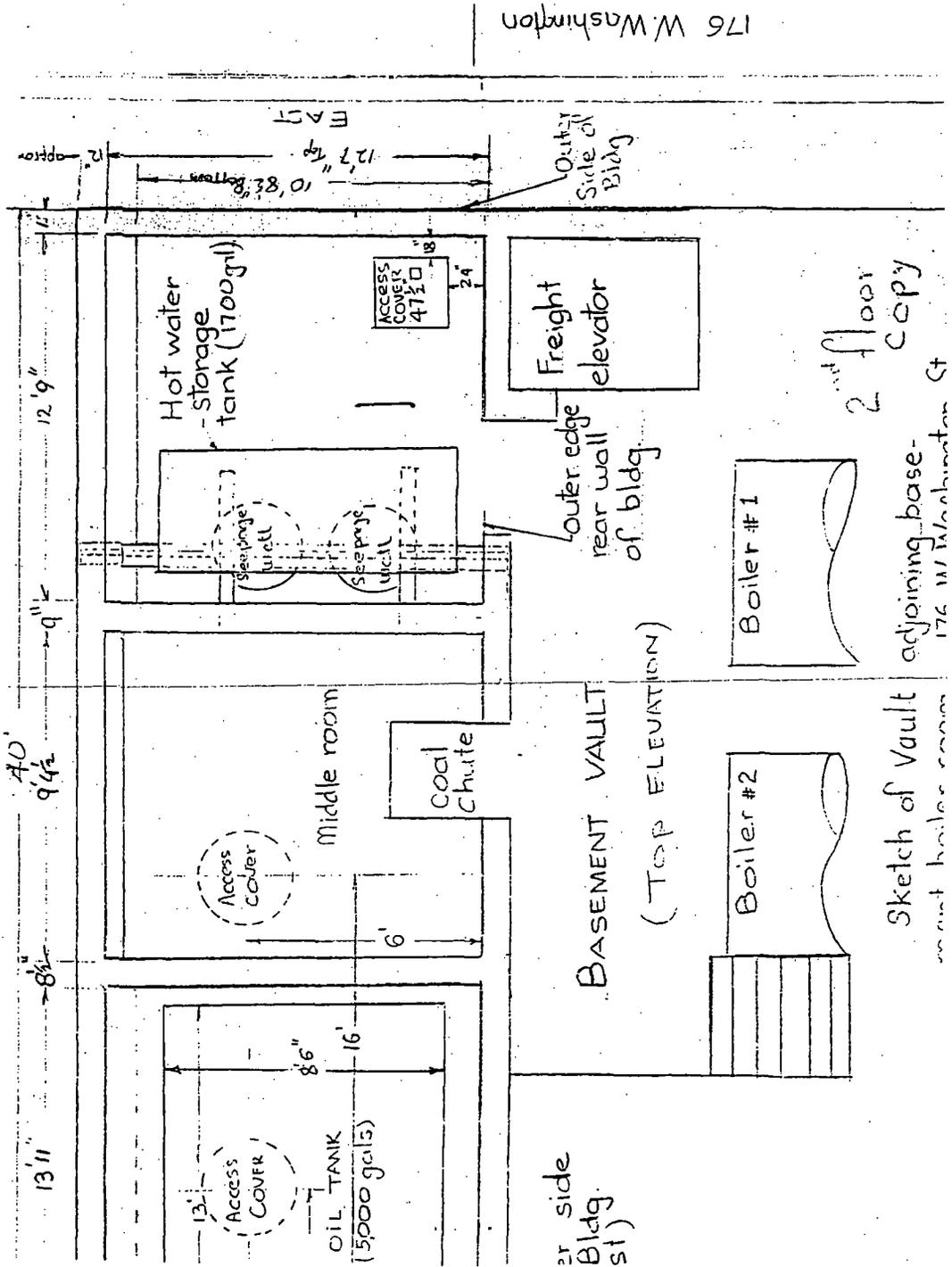
Inland Commercial Property Management, Inc.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Inland Commercial Property Management, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) structural projection over the public right-of-way attached to its premises known as 3970 North Milwaukee Avenue. Said structural projection shall measure one hundred ninety-seven (197) feet in length and three (3) feet in width for a total of five hundred ninety-one (591) square feet. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation, the Office of Emergency Management and Communications and the Department of Planning and Development.

(Continued on page 87755)

Ordinance associated with this drawing printed on pages 87752 and 87753 of this Journal.



2nd floor copy

adjoining base-
176 W. Washington St

Sketch of Vault
mount boiler room

or side
Bldg.
st)

(Continued from page 87753)

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1053274 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after October 31, 2005.

[Drawing referred to in this ordinance printed
on page 87756 of this *Journal*.]

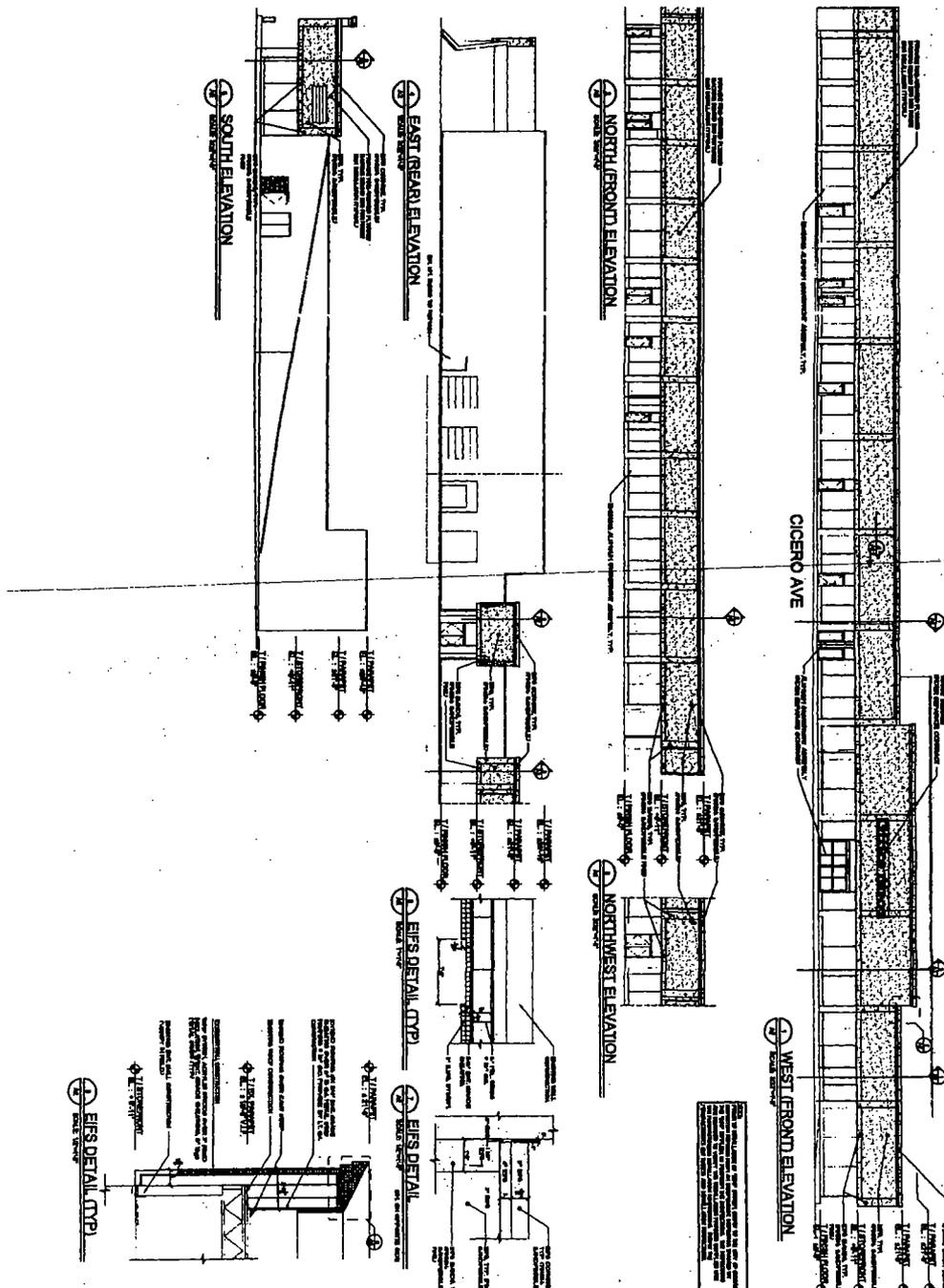
IRMCO Properties And Management Corporation.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to IRMCO Properties and Management Corporation, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) structural projection over the public right-of-way attached to its premises known as 5500 South South Shore Drive. Said structural projection shall measure twenty-five (25) feet in length and ten (10) feet in width for a total of two hundred fifty (250) square feet and shall be twelve (12) feet, six (6) inches above grade. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation, the Office of Emergency Management and Communications and the Department of Planning and Development.

(Continued on page 87757)

Ordinance associated with this drawing printed on pages 87753 and 87755 of this Journal.



(Continued from page 87755)

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1054011 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after July 27, 2006.

[Drawing referred to in this ordinance printed
on page 87758 of this *Journal*.]

J Carolina Hosiery Company.

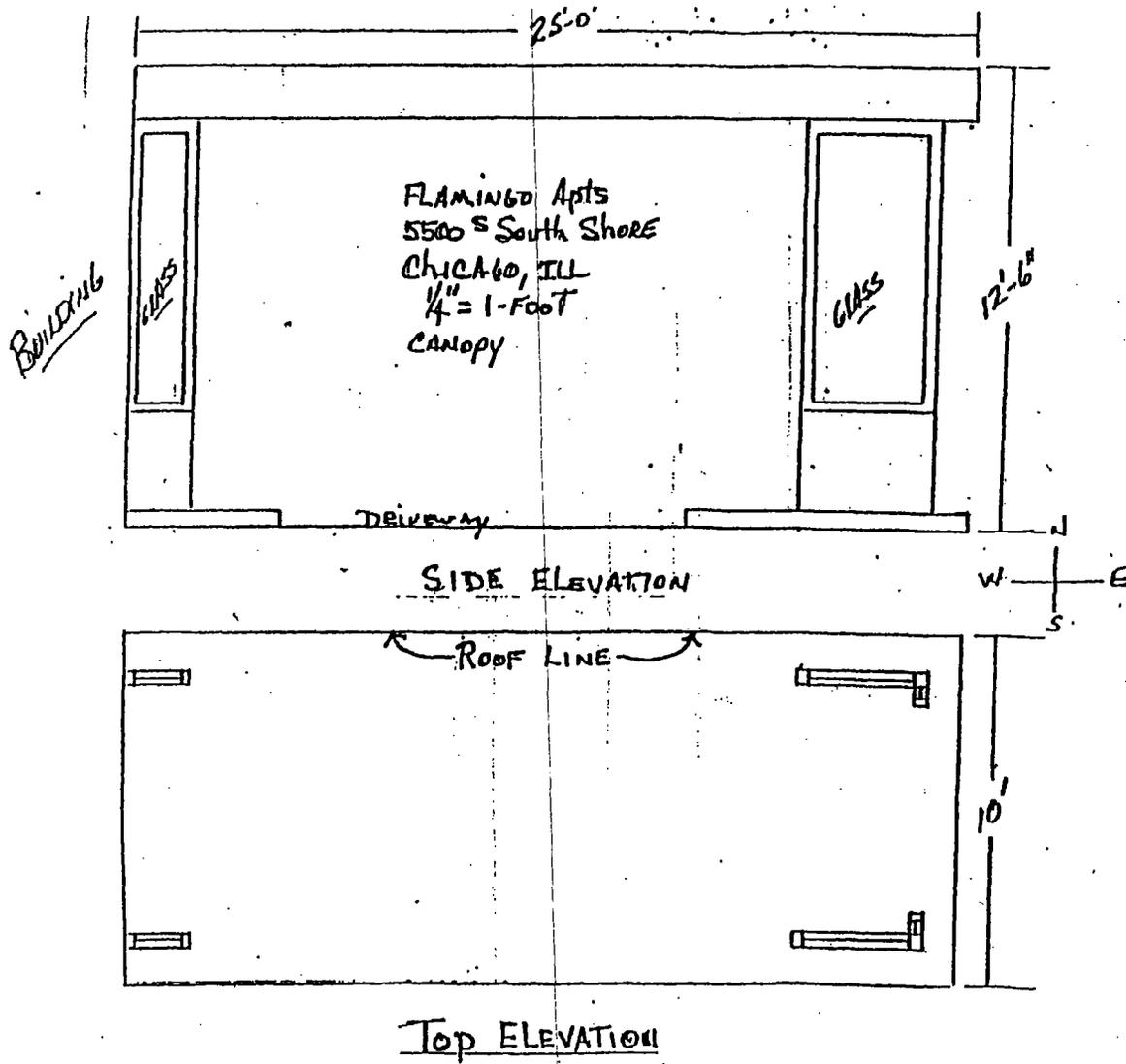
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to J Carolina Hosiery Company, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way adjacent to its premises known as 4645 South Ashland Avenue. Said sign shall measure seven (7) feet in length and three (3) feet in height for a total of twenty-one (21) square feet and shall be fifteen (15) feet above grade. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

(Continued on page 87759)

Ordinance associated with this drawing printed on pages 87755 and 87757 of this Journal.



(Continued from page 87757)

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1053043 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87760 of this *Journal*.]

J & J Fish & Chicken.

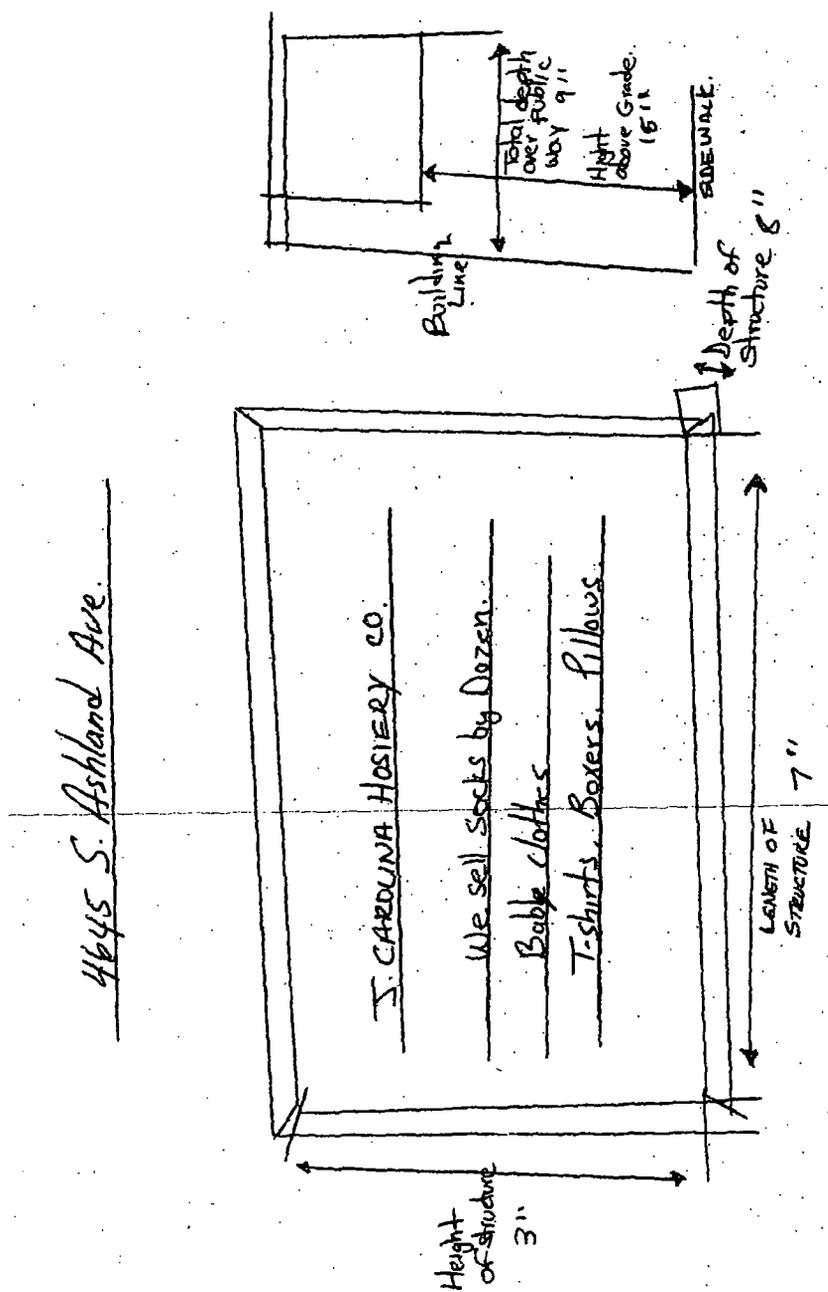
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to J & J Fish & Chicken, upon the terms and subject to the conditions of this ordinance, to maintain and use two (2) signs projecting over the public right-of-way adjacent to its premises known as 1308 West 95th Street. Said signs shall be four (4) feet in length and six (6) feet in width and sixteen (16) feet in length and six (6) feet in width for a total of one hundred twenty (120) square feet and ten (10) feet above grade. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be in accordance with plans and specifications approved by the Department of Transportation.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

(Continued on page 87761)

Ordinance associated with this drawing printed on pages 87757 and 87759 of this Journal.



(Continued from page 87759)

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1054485 herein granted the sum of Six Hundred and no/100 Dollars (\$600.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87762 of this *Journal*.]

Jack's Hot Dog.

Be It Ordained by the City Council of the City of Chicago:

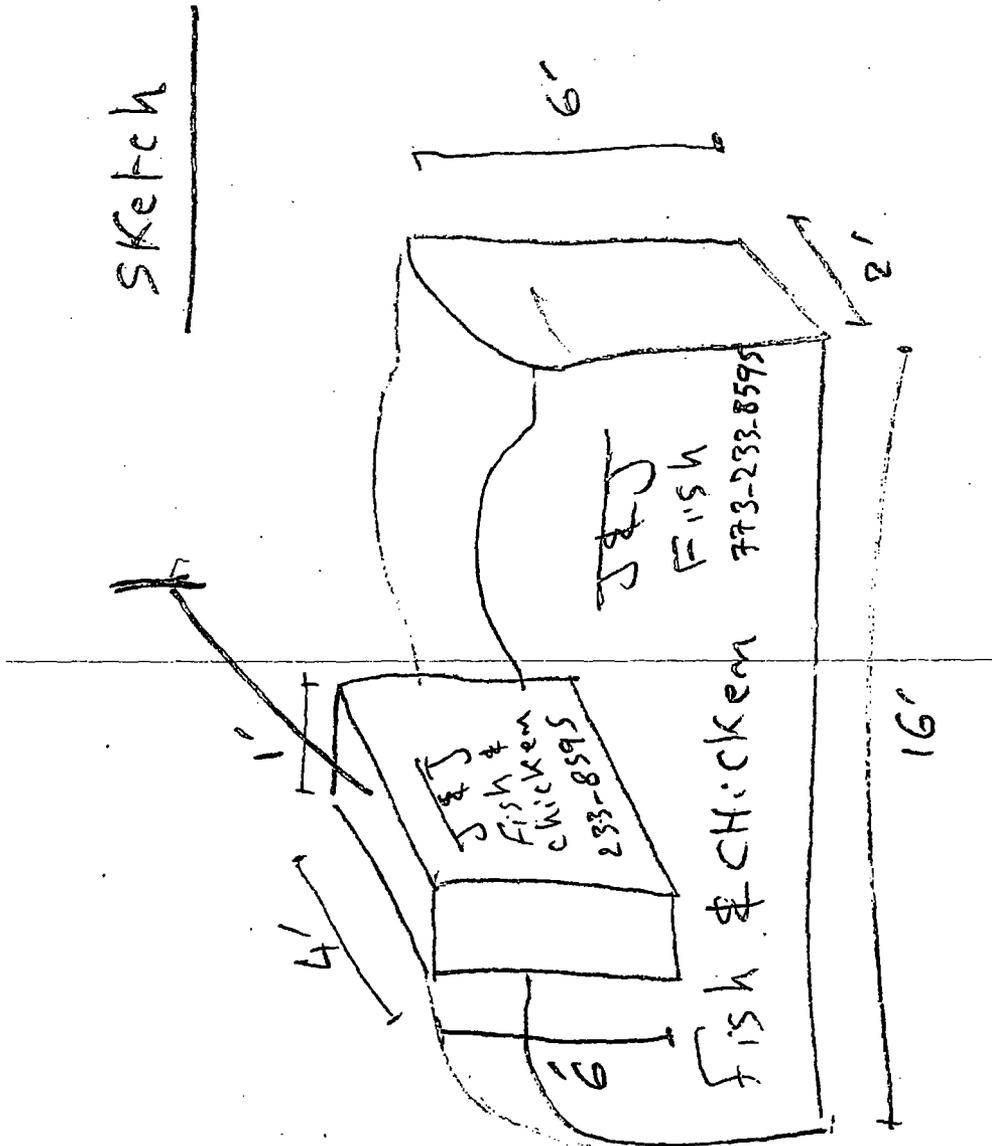
SECTION 1. Permission and authority are hereby given and granted to Jack's Hot Dog, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way adjacent to its premises known as 3577 West Armitage Avenue. Said sign shall be four (4) feet in length and six (6) feet in width for a total of twenty-four (24) square feet and ten (10) feet above grade. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1054678 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

(Continued on page 87763)

Ordinance associated with this drawing printed on pages 87759 and 87761 of this Journal.



(Continued from page 87761)

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87764 of this *Journal*.]

—
Jane's.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Jane's, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed existing concrete brick pavers in the public right-of-way adjacent to its premises known as 1653 West Cortland Street. Said concrete brick pavers shall be thirty (30) feet in length and five and six-tenths (5.6) feet in width for a total of one hundred sixty-eight (168) square feet. Brick pavers has been constructed in accordance with plans and specifications approved by the Department of Transportation. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

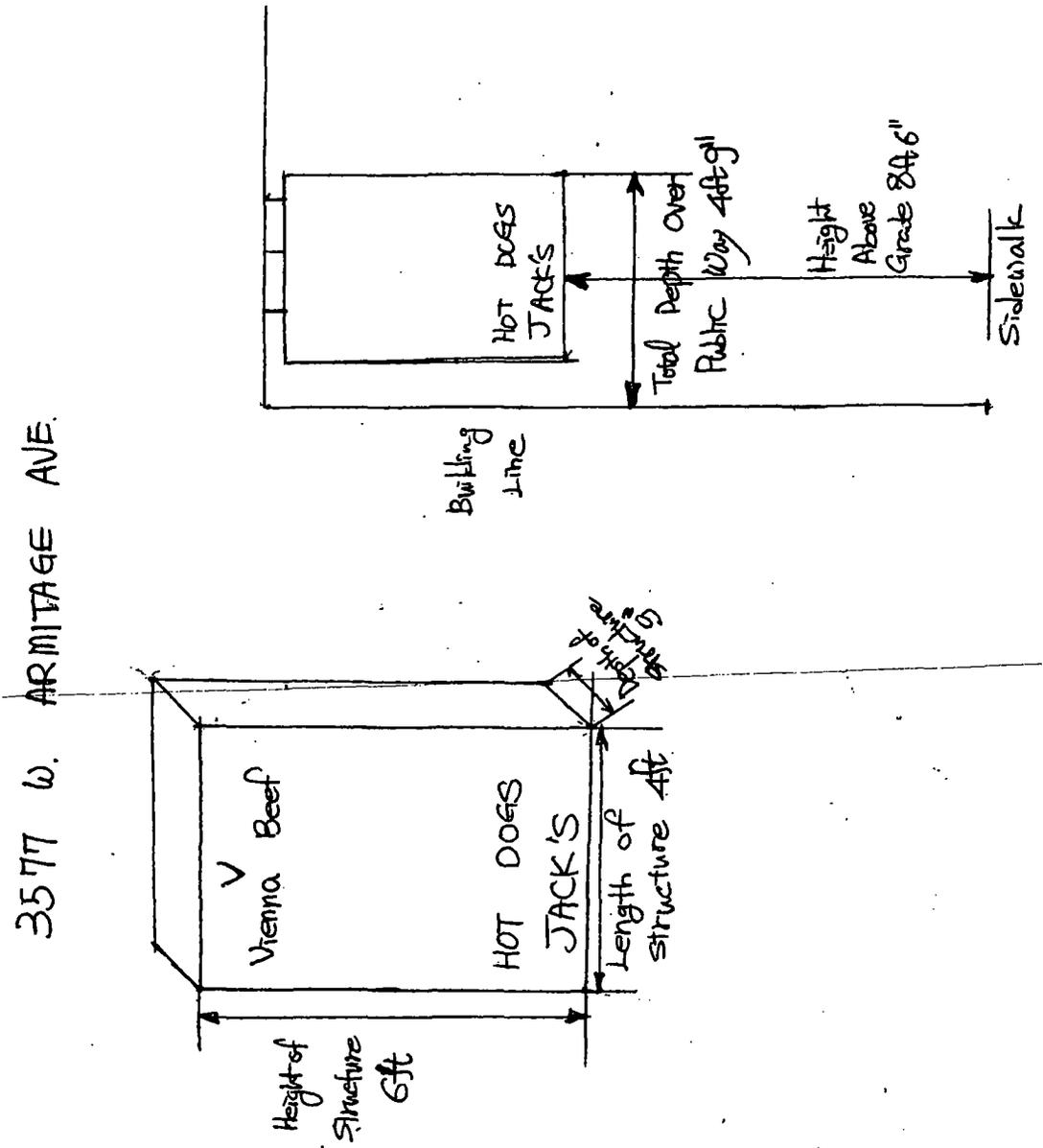
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1052311 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87765 of this *Journal*.]

Ordinance associated with this drawing printed on pages 87761 and 87763 of this Journal.

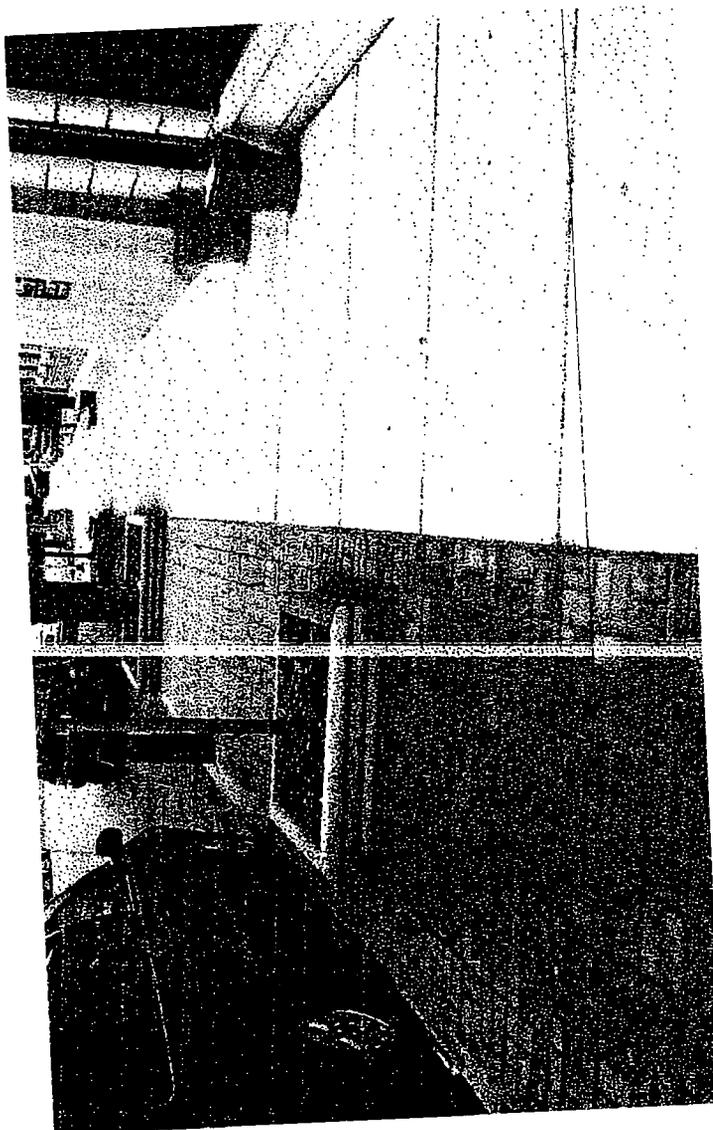


10/4/2006

REPORTS OF COMMITTEES

87765

Ordinance associated with this drawing printed
on page 87763 of this Journal.



Jerusalam Liquors.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Jerusalam Liquors, upon the terms and subject to the conditions of this ordinance, to maintain and use two (2) signs projecting over the public right-of-way adjacent to its premises known as 3133 -- 3135 West Lawrence Avenue. Said signs shall measure four (4) feet in length and six and one-tenth (6.1) feet in height and shall be nine and two-tenths (9.2) feet above grade. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1054295 herein granted the sum of Six Hundred and no/100 Dollars (\$600.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87767 of this *Journal*.]

Jesus & Petra Aranda, Inc.

Be It Ordained by the City Council of the City of Chicago:

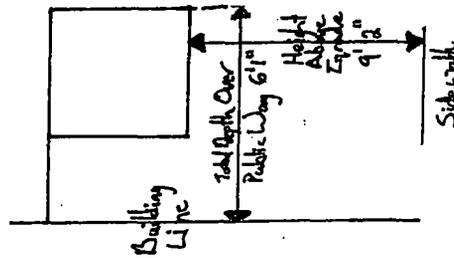
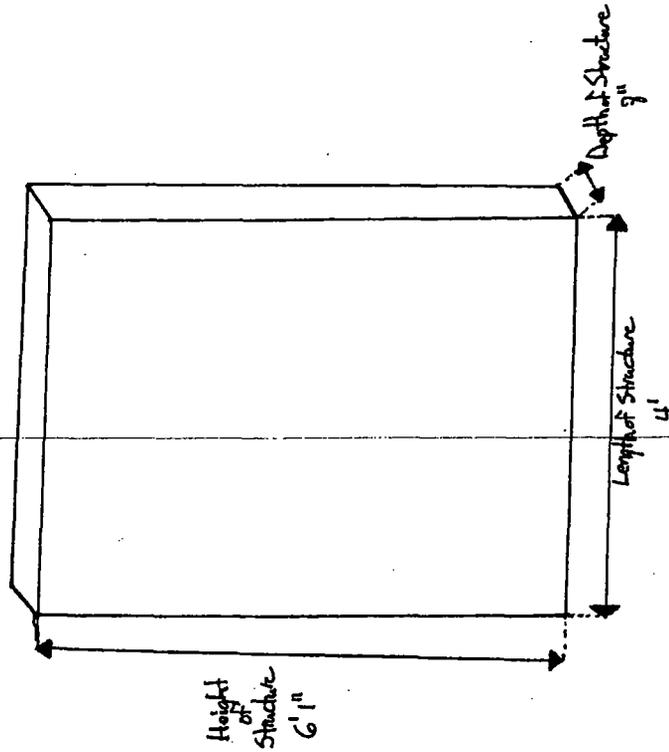
SECTION 1. Permission and authority are hereby given and granted to Jesus & Petra Aranda, Inc., upon the terms and subject to the conditions of this ordinance,

(Continued on page 87768)

Ordinance associated with this drawing printed on page 87766 of this Journal.

Jerusalem Liquors
3133-3135 West Lawrence Ave., Chicago 60625

Size Dimensions



(Continued from page 87766)

to maintain and use one (1) sign projecting over the public right-of-way adjacent to its premises known as 1645 West 47th Street. Said sign shall be four (4) feet in length and four (4) feet in width for a total of sixteen (16) square feet and ten (10) feet above grade. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1054546 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87769 of this *Journal*.]

Joe's Seafood, Prime Steak.

Be It Ordained by the City Council of the City of Chicago:

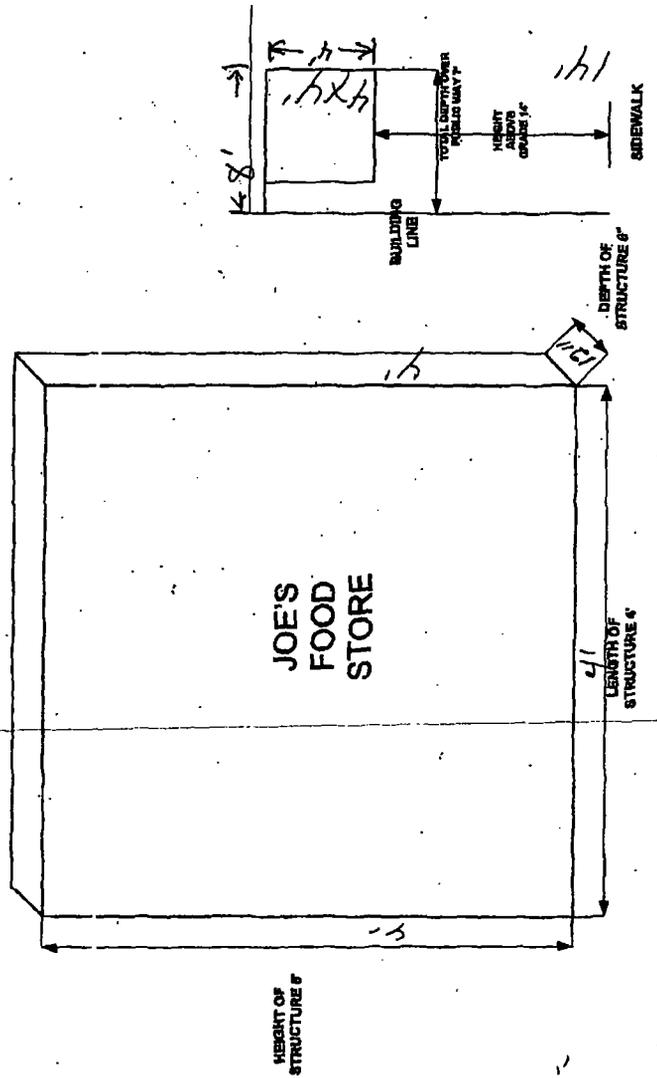
SECTION 1. Permission and authority are hereby given and granted to Joe's Seafood, Prime Steak, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) structural projection over the public right-of-way attached to its premises known as 60 East Grand Avenue. Said structural projection shall be sixty-eight (68) feet in length and six (6)

(Continued on page 87770)

Ordinance associated with this drawing printed on pages 87766 and 87768 of this Journal.

EXAMPLE OF SIGN DRAWING.

123 N. MAIN ST. 1645 W. 47TH ST.



(Continued from page 87768)

feet in width for a total of four hundred eight (408) square feet located twelve (12) feet, six (6) inches above grade at the corner of North Rush Street and East Grand Avenue. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Office of Emergency Management and Communications and the Department of Planning and Development.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1054089 herein granted the sum of One Thousand Four Hundred Sixty-two and no/100 Dollars (\$1,462.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after July 19, 2006.

[Drawing referred to in this ordinance printed
on page 87771 of this *Journal*.]

John's Place.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to John's Place, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) existing banners over the public right-of-way

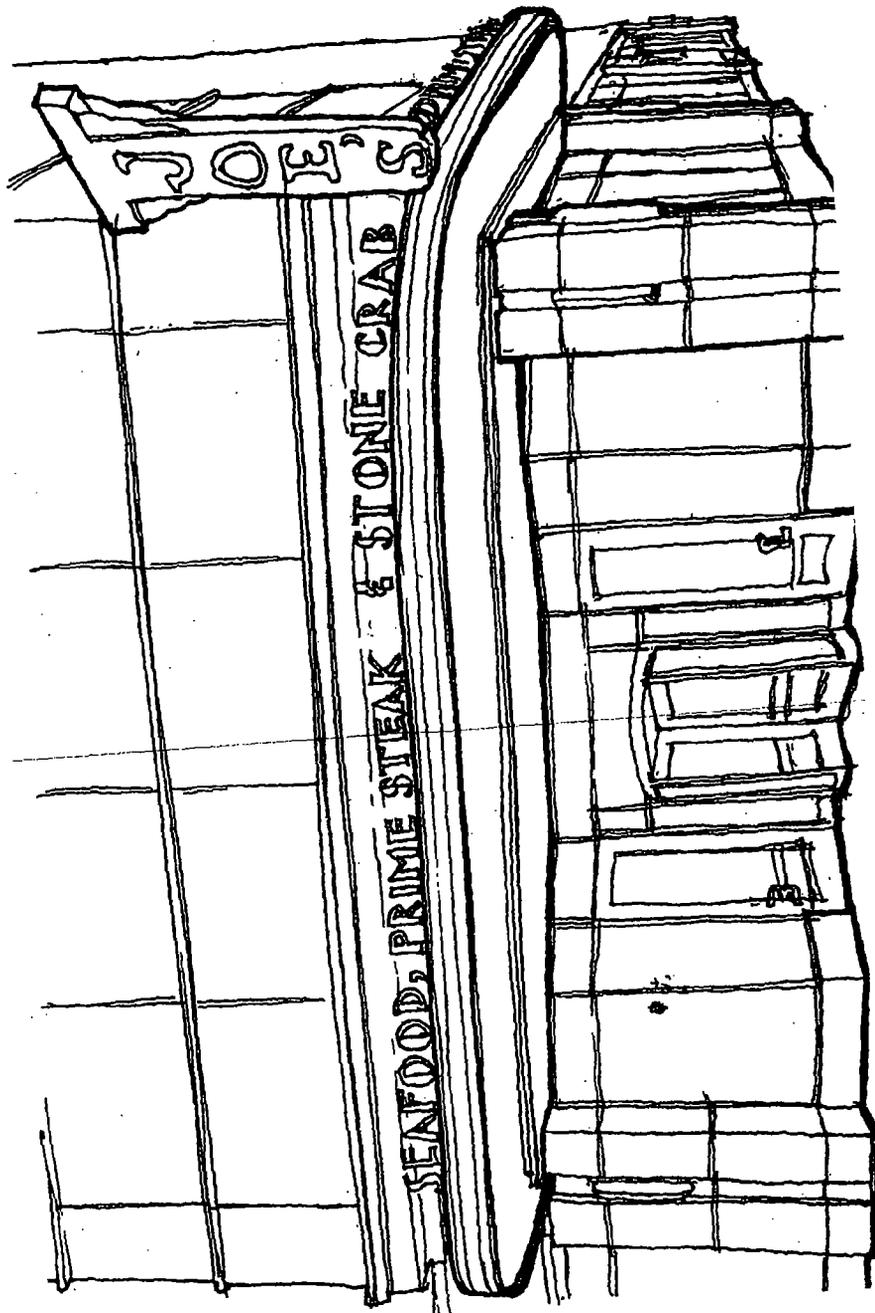
(Continued on page 87772)

10/4/2006

REPORTS OF COMMITTEES

87771

Ordinance associated with this drawing printed
on pages 87768 and 87770 of this Journal.



(Continued from page 87770)

adjacent to its premises known as 1200 -- 1202 West Webster Avenue. Said banners shall be described as follows:

Along West Webster Avenue, said banner shall measure twenty-five (25) inches in length and four (4) feet in height. Banner shall be nine (9) feet above grade level.

Along North Racine Avenue, said banner shall measure twenty-five (25) inches in length and four (4) feet in height. Banner shall be nine (9) feet above grade level.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Banners has been constructed in accordance with plans and specifications approved by the Department of Transportation.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1050938 herein granted the sum of Two Hundred and no/100 Dollars (\$200.00) per annum, in advance.

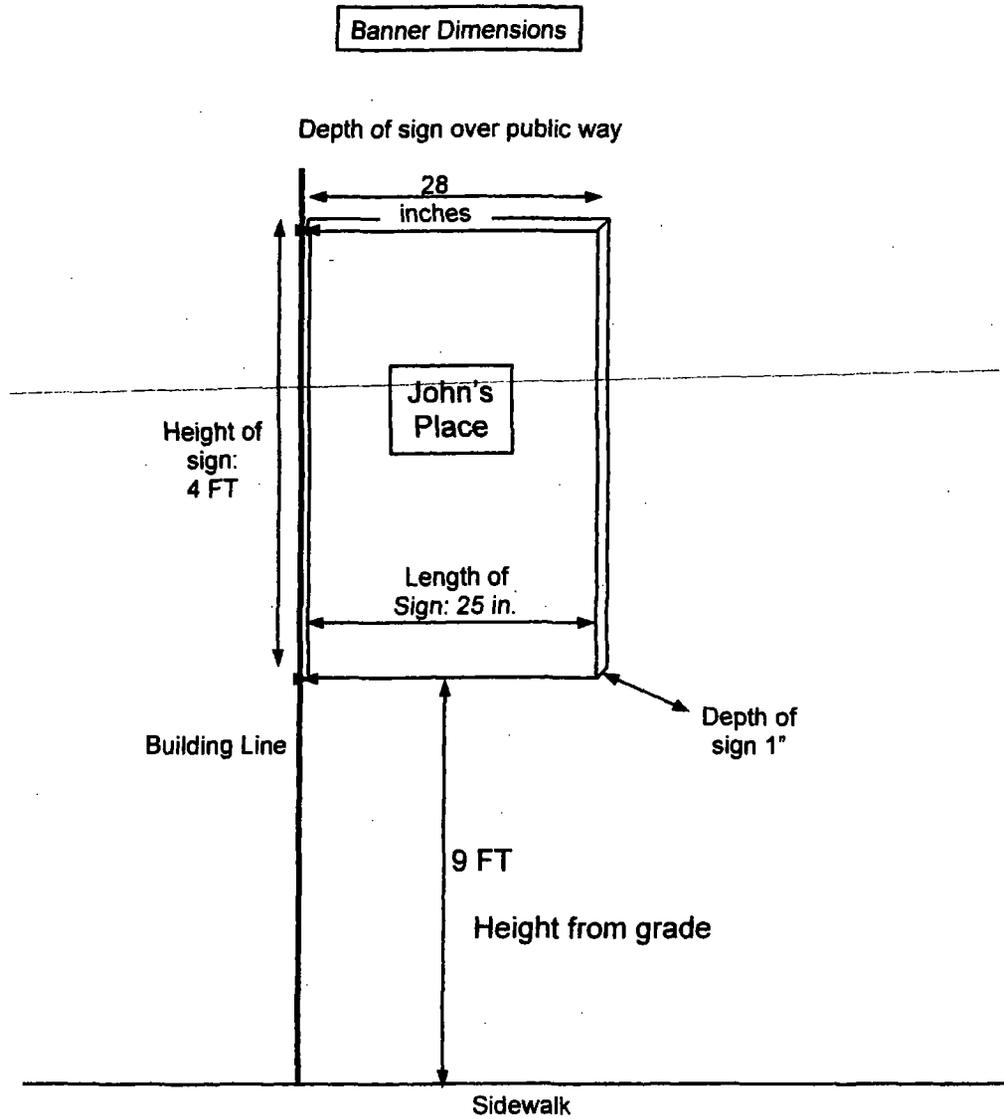
A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87773 of this *Journal*.]

Ordinance associated with this drawing printed on pages 87770 and 87772 of this *Journal*.

**John' Place
1200-1202 W. Webster**



Kamehachi Of Tokyo.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Kamehachi of Tokyo, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way adjacent to its premises known as 1400 North Wells Street. Said sign shall measure eight (8) feet in length and five (5) feet in width for a total of forty (40) square feet and shall be nine (9) feet above grade. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1050868 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87775 of this *Journal*.]

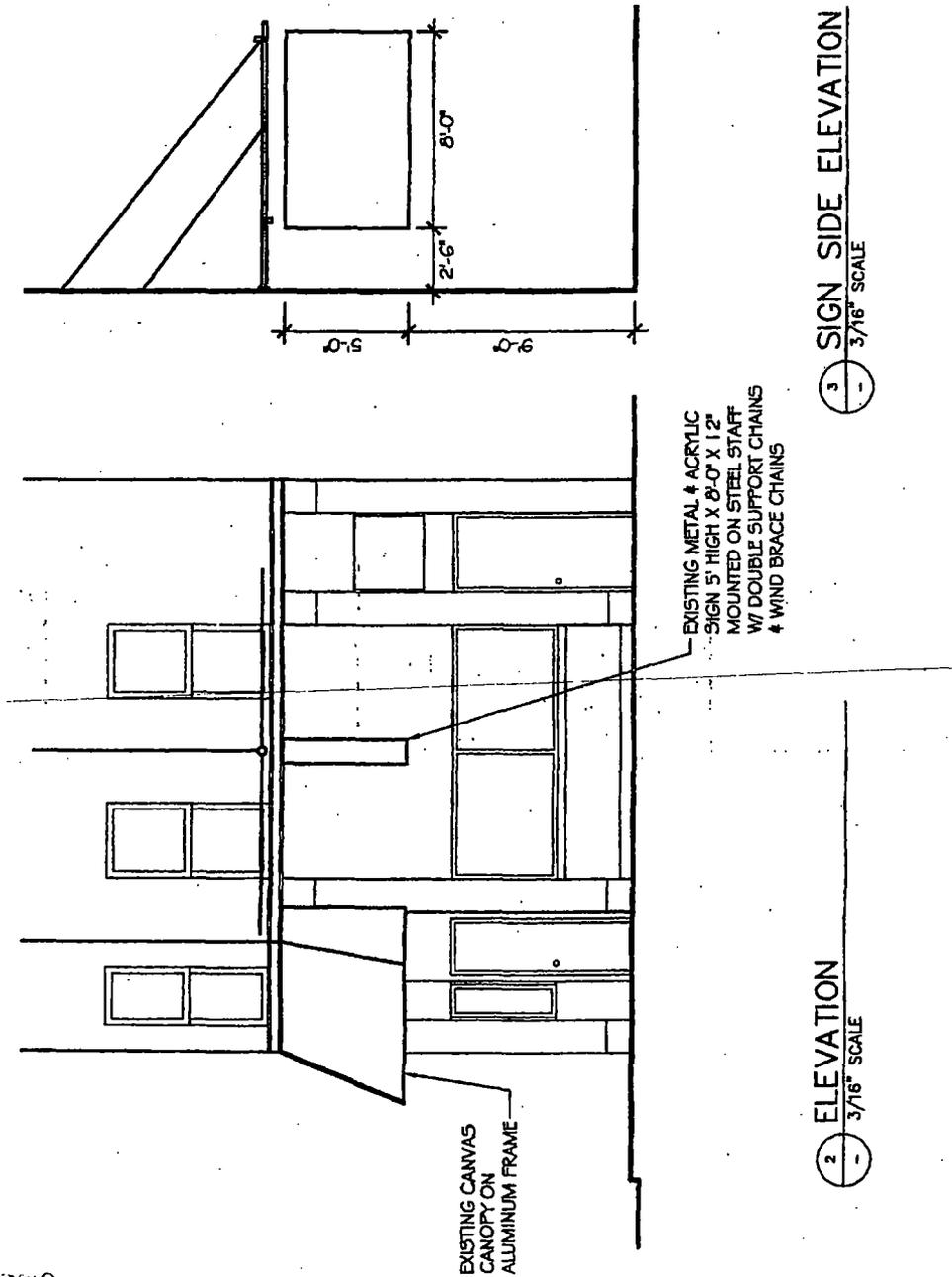
Kan Zaman Restaurant.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Kan Zaman Restaurant, upon the terms and subject to the conditions of this ordinance,

(Continued on page 87776)

Ordinance associated with this drawing printed on page 87774 of this *Journal*.



(Continued from page 87774)

to maintain and use one (1) sign projecting over the public right-of-way adjacent to its premises known as 617 North Wells Street. Said sign shall be six (6) feet in length and five (5) feet in width for a total of thirty (30) square feet and ten (10) feet above grade. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1052294 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance
unavailable at time of printing.]

Katz Law Office, Ltd.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Katz Law Office, Ltd., upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way adjacent to its premises known as 2408 West Cermak Road. Said sign shall measure five (5) feet in length and five (5) feet in height for a total of twenty-five (25) square feet and shall be twelve (12) feet above grade. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance

with plans and specifications approved by the Department of Transportation and the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1053831 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87778 of this *Journal*.]

Lake Street Lofts, L.L.C.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Lake Street Lofts, L.L.C., upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) vaults under the public right-of-way adjacent to its premises known as 912 West Lake Street. Said vaults shall measure one (1) at one hundred twenty (120) feet in length and ten (10) feet in width and one (1) at one hundred fifteen (115) feet in length and ten (10) feet in width for a total of two thousand three hundred fifty (2,350) square feet. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

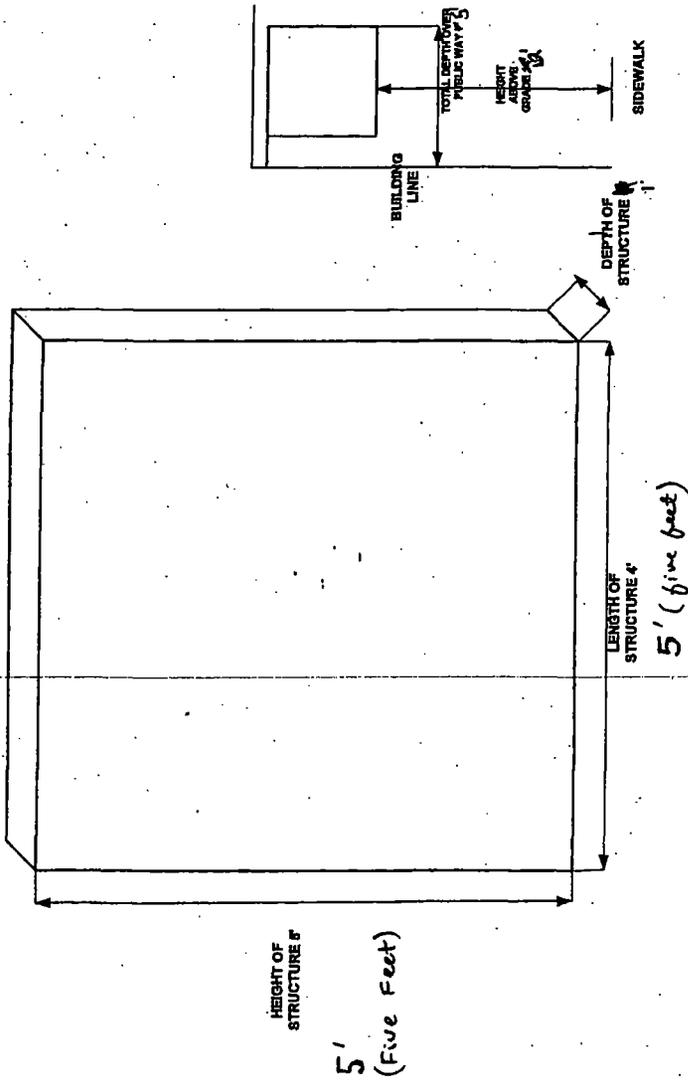
This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

(Continued on page 87779)

Ordinance associated with this drawing printed on pages 87776 and 87777 of this Journal.

EXAMPLE OF SIGN DRAWING.

2408 W. CERMAK



(Continued from page 87777)

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1054550 herein granted the sum of Five Hundred Eight and no/100 Dollars (\$508.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after June 6, 2006.

[Drawing referred to in this ordinance printed
on page 87780 of this *Journal*.]

La Pena Restaurante.

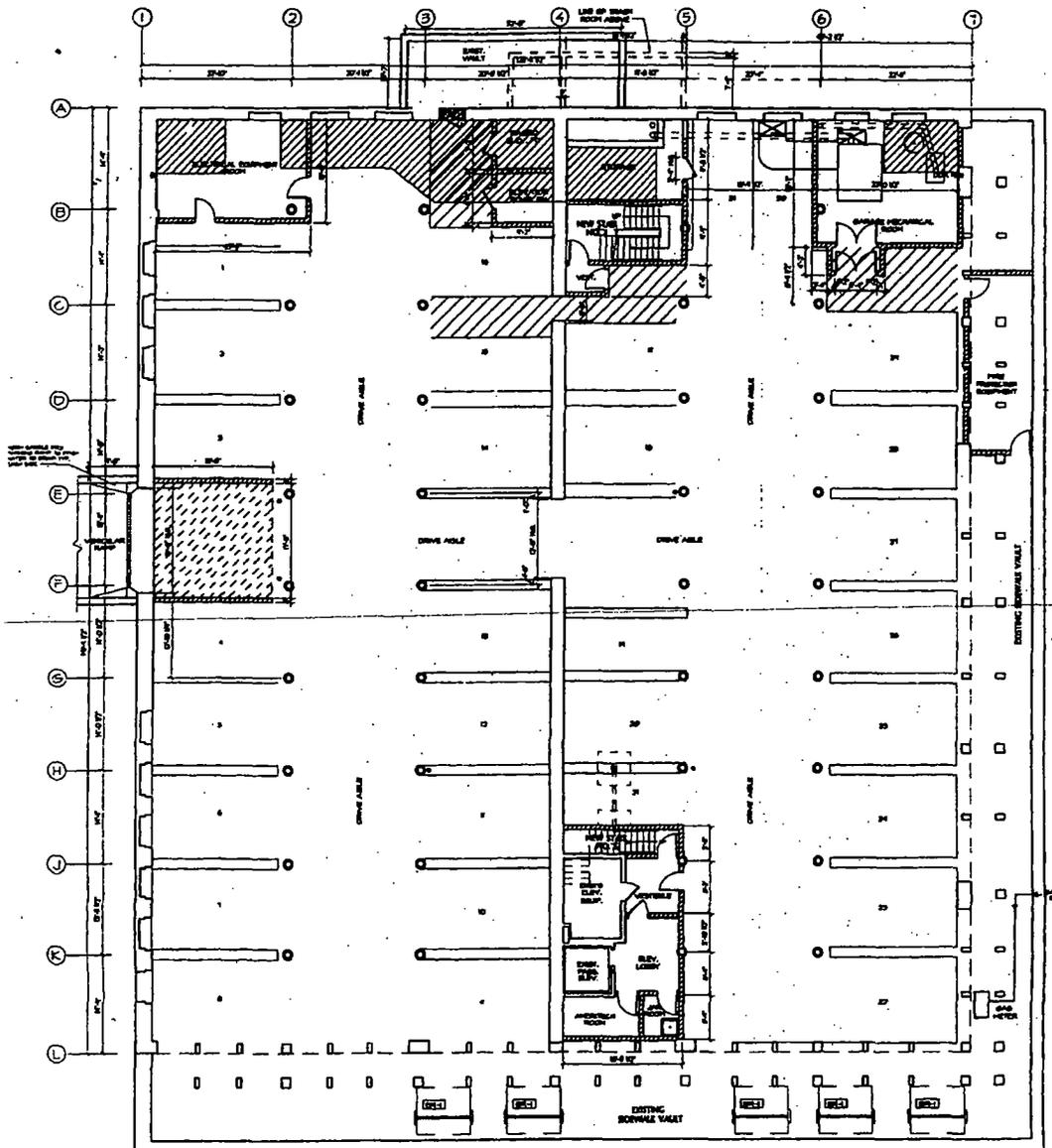
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to La Pena Restaurante, upon the terms and subject to the conditions of this ordinance, to maintain and use an existing windscreen on the public right-of-way adjacent to its premises known as 4212 -- 4214 North Milwaukee Avenue. Said windscreen shall be eight (8) feet in length and three (3) feet in width for a total of twenty-four (24) feet. Windscreen shall be located along North Milwaukee Avenue approximately seven (7) feet, six (6) inches in height. Grantee must allow at least six (6) feet of clear and unobstructed space for pedestrian passage at all times. Windscreen has been constructed in accordance with the plans and specifications approved by the Department of Transportation. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

(Continued on page 87781)

Ordinance associated with this drawing printed on pages 87777 and 87779 of this *Journal*.



LAKE STREET



SCALE: 1"=20'-0"

(Continued from page 87779)

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1050405 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87782 of this *Journal*.]

LaSalle National Bank.

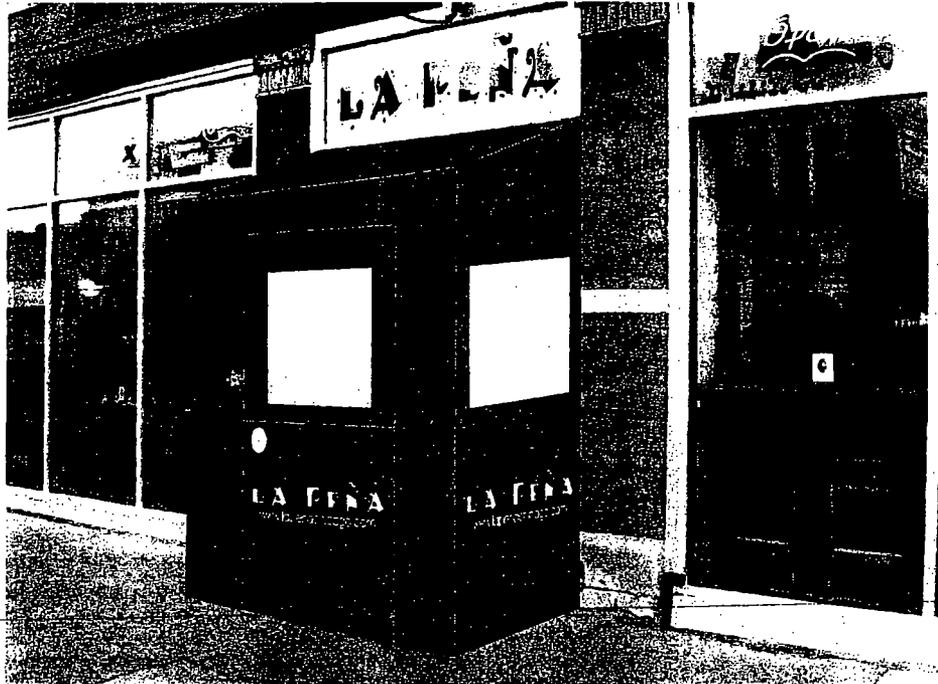
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to LaSalle National Bank, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) structural projection over the public right-of-way attached to its premises known as 3350 West Diversey Avenue. Said structural projection shall measure twenty-five and six-tenths (25.6) feet in length and five and six-tenths (5.6) feet in width and shall be fourteen (14) feet above grade. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinances. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation, the Office of Emergency Management and Communications and the Department of Planning and Development.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

(Continued on page 87783)

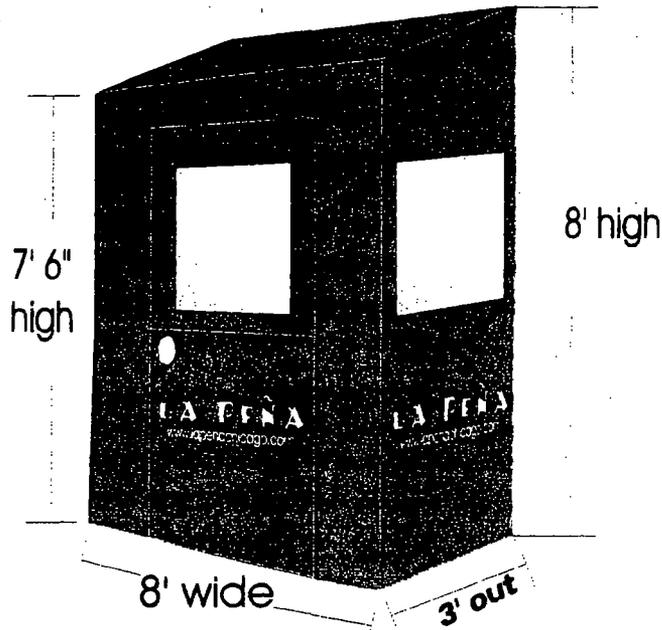
Ordinance associated with this drawing printed on pages 87779 and 87781 of this *Journal*.



DM SIGNS
773-865-6141
DOOR
AWNING

APPROVED BY:

BUSINESS OWNER
DATE:



(Continued from page 87781)

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1053754 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after October 14, 2000.

[Drawing referred to in this ordinance printed
on page 87784 of this *Journal*.]

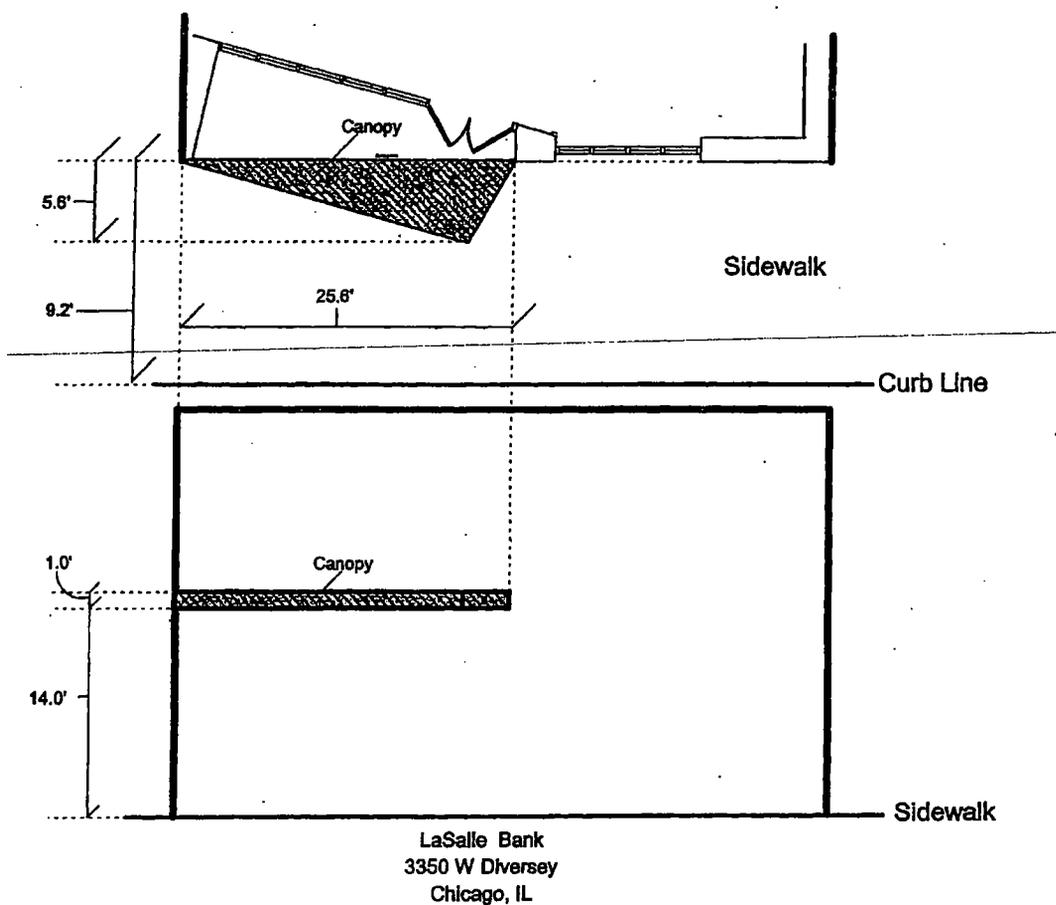
The Latin School Of Chicago.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to The Latin School of Chicago, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use two (2) sections of decorative fencing on the public right-of-way adjacent to its premises known as 45 West North Boulevard. Said fencing constructed of post and chain shall surround two (2) sections of landscaped parkway along North Dearborn Street measuring one (1) section at sixty-eight and one-tenth (68.1) feet in length and nine (9) feet in width and one (1) section at eighty-two and one-tenth (82.1) feet in length and nine and three-tenths (9.3) feet in width for a total of one thousand three hundred seventy-six and forty-three hundredths (1,376.43) square feet. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Grantee must allow the required clear and unobstructed space for pedestrian passage at all times per rules and regulations approved by the Department of Transportation. Said privilege shall be constructed

(Continued on page 87785)

Ordinance associated with this drawing printed on pages 87781 and 87783 of this *Journal*.



(Continued from page 87783)

in accordance with plans and specifications approved by the Department of Transportation, the Office of Emergency Management and Communications and the Department of Planning and Development.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1053913 herein granted the sum of Eight Hundred Forty-six and no/100 Dollars (\$846.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87786 of this *Journal*.]

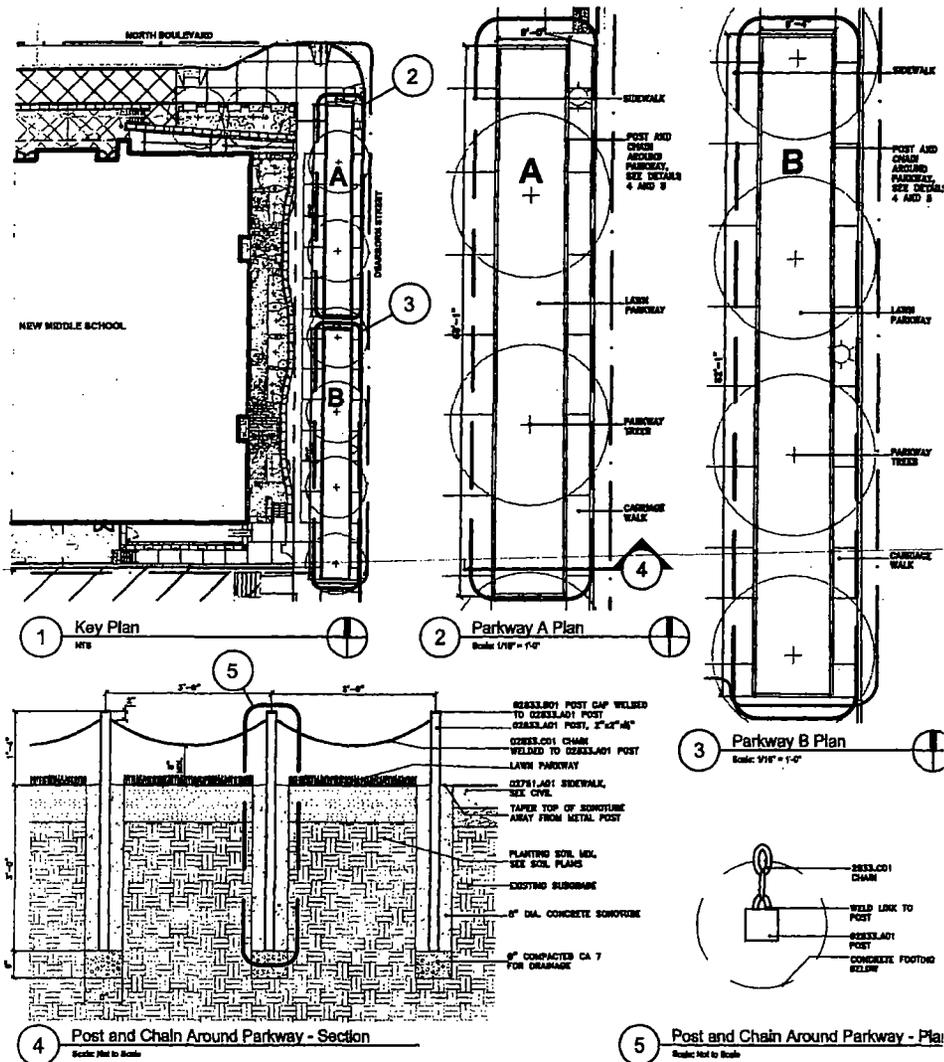
Le Peep Restaurant.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Le Peep Restaurant, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way adjacent to its premises known as 1010 West Washington Boulevard. Said sign shall be twelve (12) feet in length and five (5) feet in width for a total of sixty (60) square feet and ten (10) feet above grade. The location of said privilege shall be as shown on prints hereto attached, which by reference are hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation.

(Continued on page 87787)

Ordinance associated with this drawing printed on pages 87783 and 87785 of this Journal.



Date:	05.30.06	Drawn by:	JS	Project No.:	0212.02	Parkway Permit Application	Section
Nigel Herron Danker Kagan McKay Penney Architects Ltd. 30 W. Monroe, 7th Floor Chicago, Illinois 60603 T 312 425 1000 F 312 425 1001		Latin Middle School 45 W. North Blvd.		Parkway Post and Chain Plan and Details		LSK-001	
Peter Lindway Behausst Landscape Architecture, Inc.							

(Continued from page 87785)

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1052396 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on pages 87788 and 87789 of this *Journal*.]

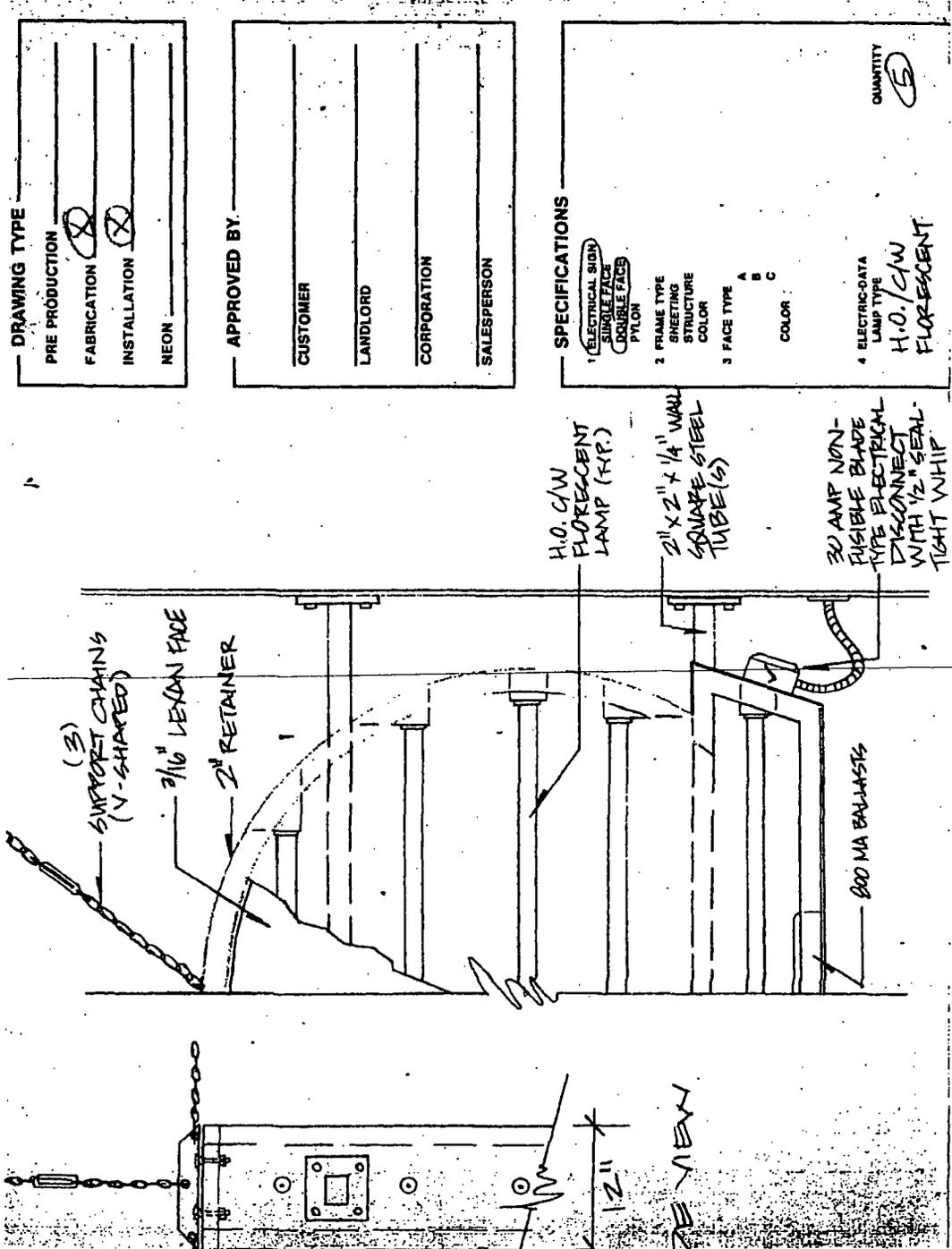
Lincoln Park Commons.
(Balconies)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Lincoln Park Commons, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, nine (9) balconies projecting over the public right-of-way attached to its premises known as 600 West Drummond Place. Said balconies shall measure one (1) at sixteen and three-tenths (16.3) feet in length and one and nine-tenths (1.9) feet in width, one (1) at sixteen and three-tenths (16.3) feet in length and one and two-tenths (1.2) feet in width and seven (7) at sixteen and three-tenths (16.3) feet in length and one and four-tenths (1.4) feet in width. Said balconies shall overhang floors three (3) through five (5) and shall be from ground level to deck, twenty and two-tenths (20.2) feet above grade. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

(Continued on page 87790)

Ordinance associated with this drawing printed on pages 87785 and 87787 of this Journal.



DRAWING TYPE

PRE PRODUCTION _____

FABRICATION _____

INSTALLATION _____

NEON _____

APPROVED BY:

CUSTOMER _____

LANDLORD _____

CORPORATION _____

SALESPERSON _____

SPECIFICATIONS

1 ELECTRICAL SIGN
SINGLE FACE
DOUBLE FACE
PYLON

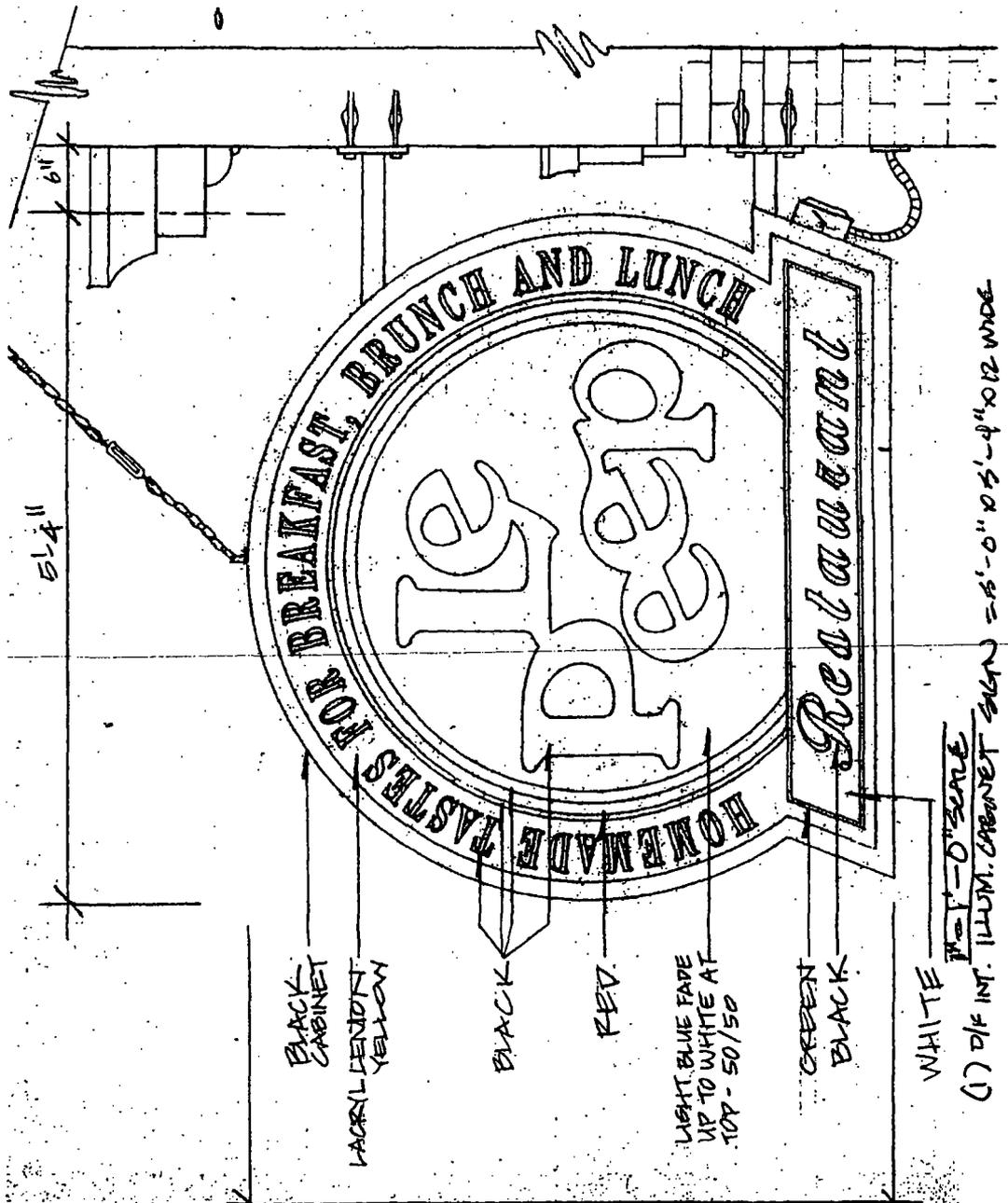
2 FRAME TYPE
SHEETING
STRUCTURE
COLOR

3 FACE TYPE
A
B
C
COLOR

4 ELECTRIC-DATA
LAMP TYPE
H.O./CWV
FLUORESCENT

QUANTITY **5**

Ordinance associated with this drawing printed on pages 87785 and 87787 of this Journal.



(Continued from page 87787)

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1054487 herein granted the sum of Six Hundred Seventy-five and no/100 Dollars (\$675.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after June 6, 2006.

[Drawing referred to in this ordinance printed
on page 87791 of this *Journal*.]

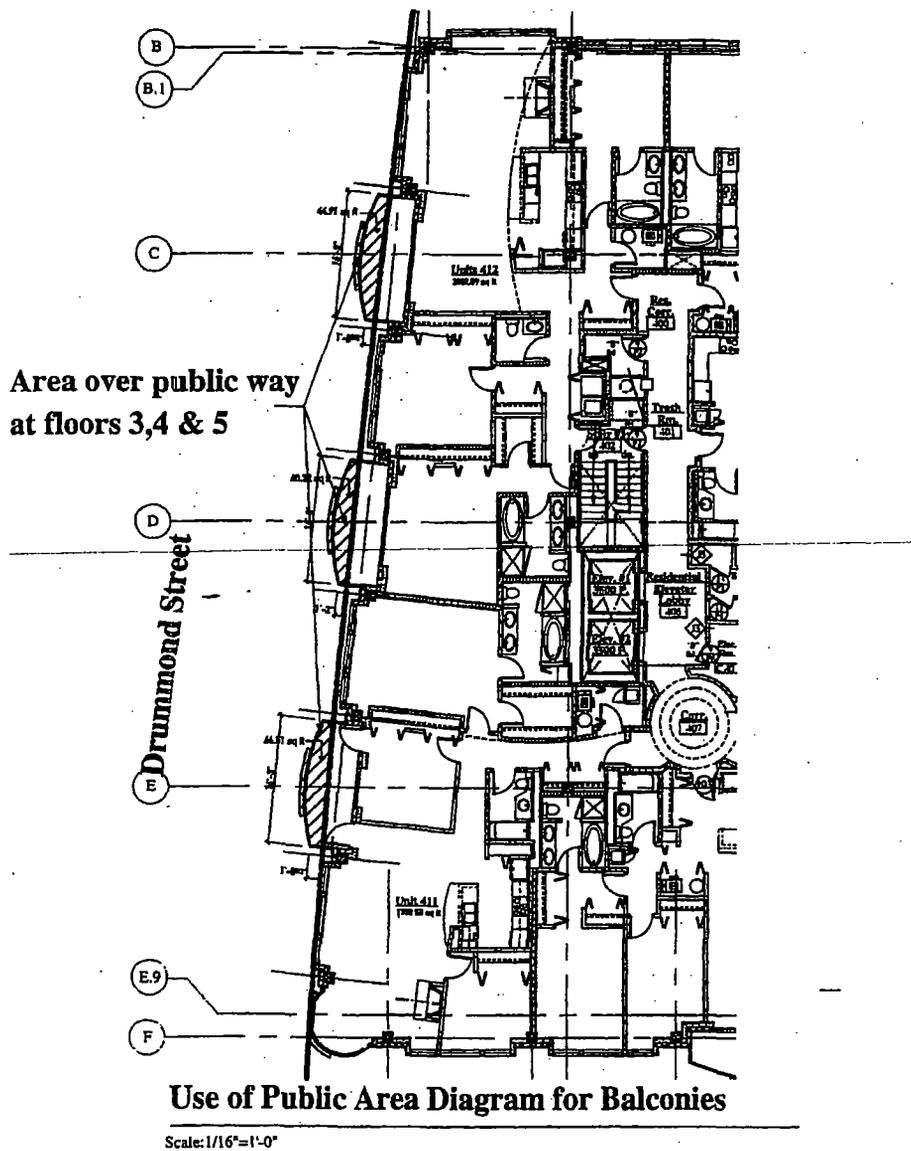
Lincoln Park Commons.
(Structural Projection)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Lincoln Park Commons, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) structural projection over the public right-of-way attached to its premises known as 600 West Drummond Place. Said structural projection shall measure nineteen and two-tenths (19.2) feet in length, five and eight-tenths (5.8) feet in depth and shall be twelve and one-tenth (12.1) feet above grade. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation, the Office of Emergency Management and Communications and the Department of Planning and Development.

(Continued on page 87792)

Ordinance associated with this drawing printed on pages 87787 and 87790 of this *Journal*.



(Continued from page 87790)

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1054488 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after June 6, 2006.

[Drawing referred to in this ordinance printed
on page 87791 of this *Journal*.]

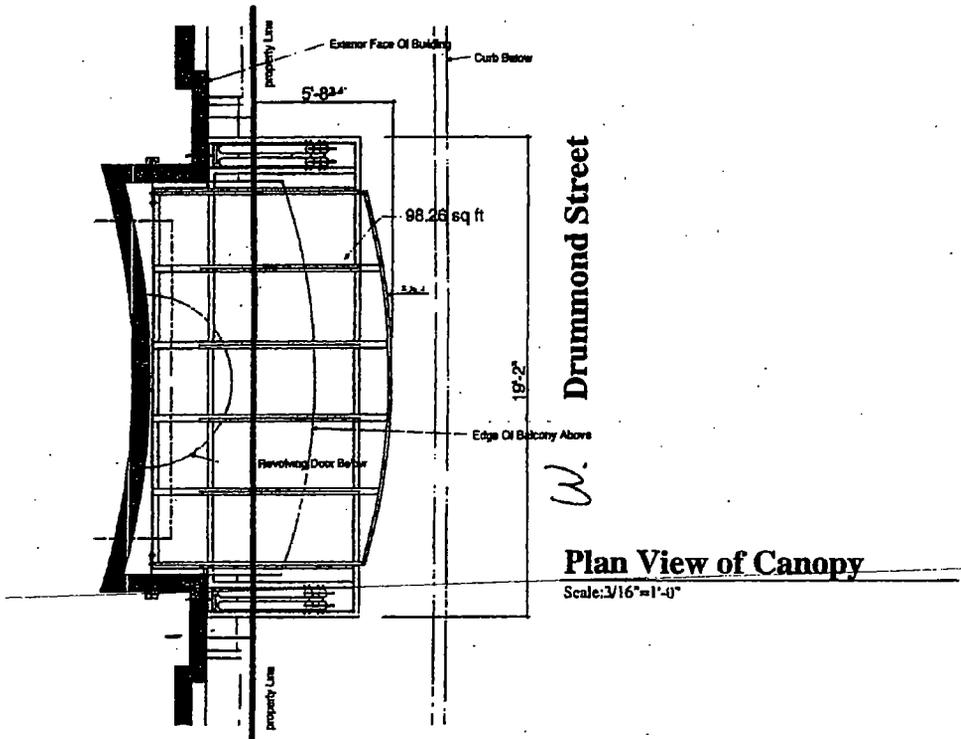
Loretto Hospital.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Loretto Hospital, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) retaining wall on the public right-of-way adjacent to its premises known as 645 South Central Avenue. Said retaining wall shall be eighty-one (81) feet, nine (9) inches in length, one (1) foot, nine (9) inches in depth and three (3) feet in height located along West Flournoy Street. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Grantee must allow the required clear and unobstructed space for pedestrian passage at all times per rules and regulations approved by the Department of Transportation. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Office of Emergency Management and Communications.

(Continued on page 87794)

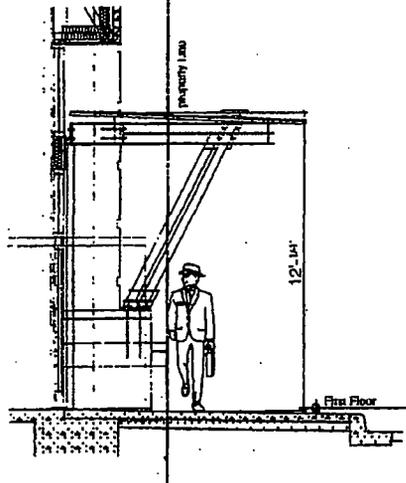
Ordinance associated with this drawing printed on pages 87790 and 87792 of this *Journal*.



W. Drummond Street

Plan View of Canopy

Scale: 3/16" = 1'-0"



Section Through Canopy

Scale: 3/16" = 1'-0"

Use of Public Way Diagram

(Continued from page 87792)

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1054773 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87795 of this *Journal*.]

Louis A. Weiss Memorial Hospital.

Be It Ordained by the City Council of the City of Chicago:

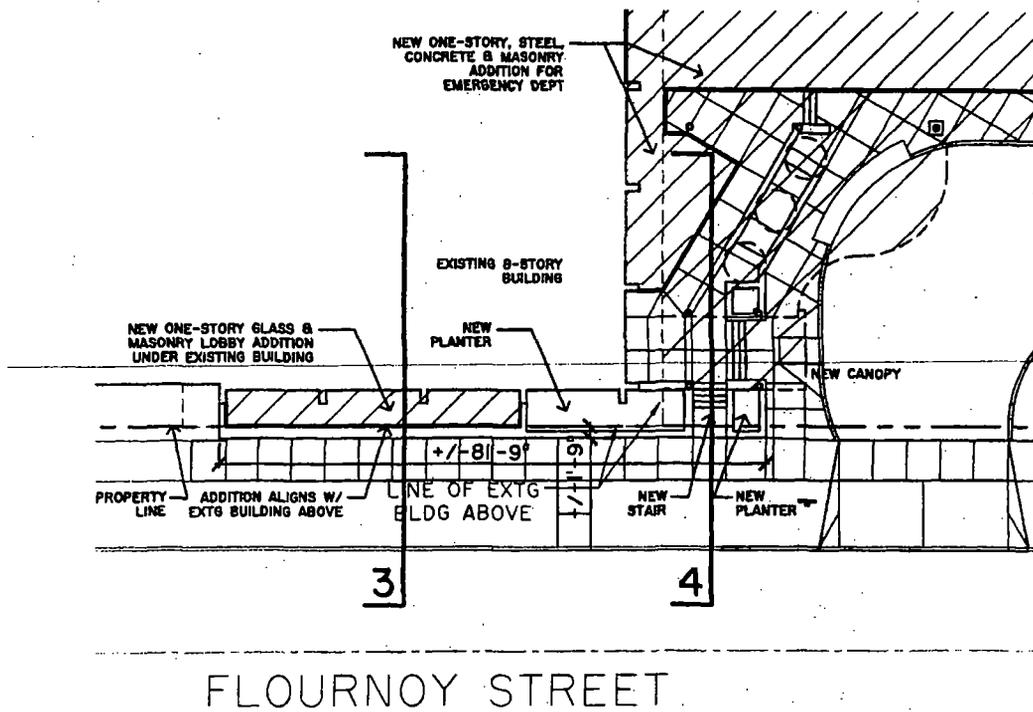
SECTION 1. Permission and authority are hereby given and granted to Louis A. Weiss Memorial Hospital, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) pedestrian sky bridge over the public right-of-way adjacent to its premises known as 4646 North Marine Drive. Said sky bridge shall measure seventy-eight (78) feet in length and twelve (12) feet in width for a total of nine hundred thirty-six (936) square feet. Said sky bridge shall be used to transport patients, physicians and hospital visitors from parking lot to hospital reception. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation, the Office of Emergency Management and Communications and the Department of Planning and Development.

(Continued on page 87796)

Ordinance associated with this drawing printed on pages 87792 and 87794 of this *Journal*.

LORETTO HOSPITAL
645 S. Central Avenue
Chicago, IL 60644

EXHIBIT B



② PARTIAL SITE PLAN

1" = 20'-0"

(Continued from page 87794)

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1054375 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after June 6, 2006.

[Drawing referred to in this ordinance printed
on page 87797 of this *Journal*.]

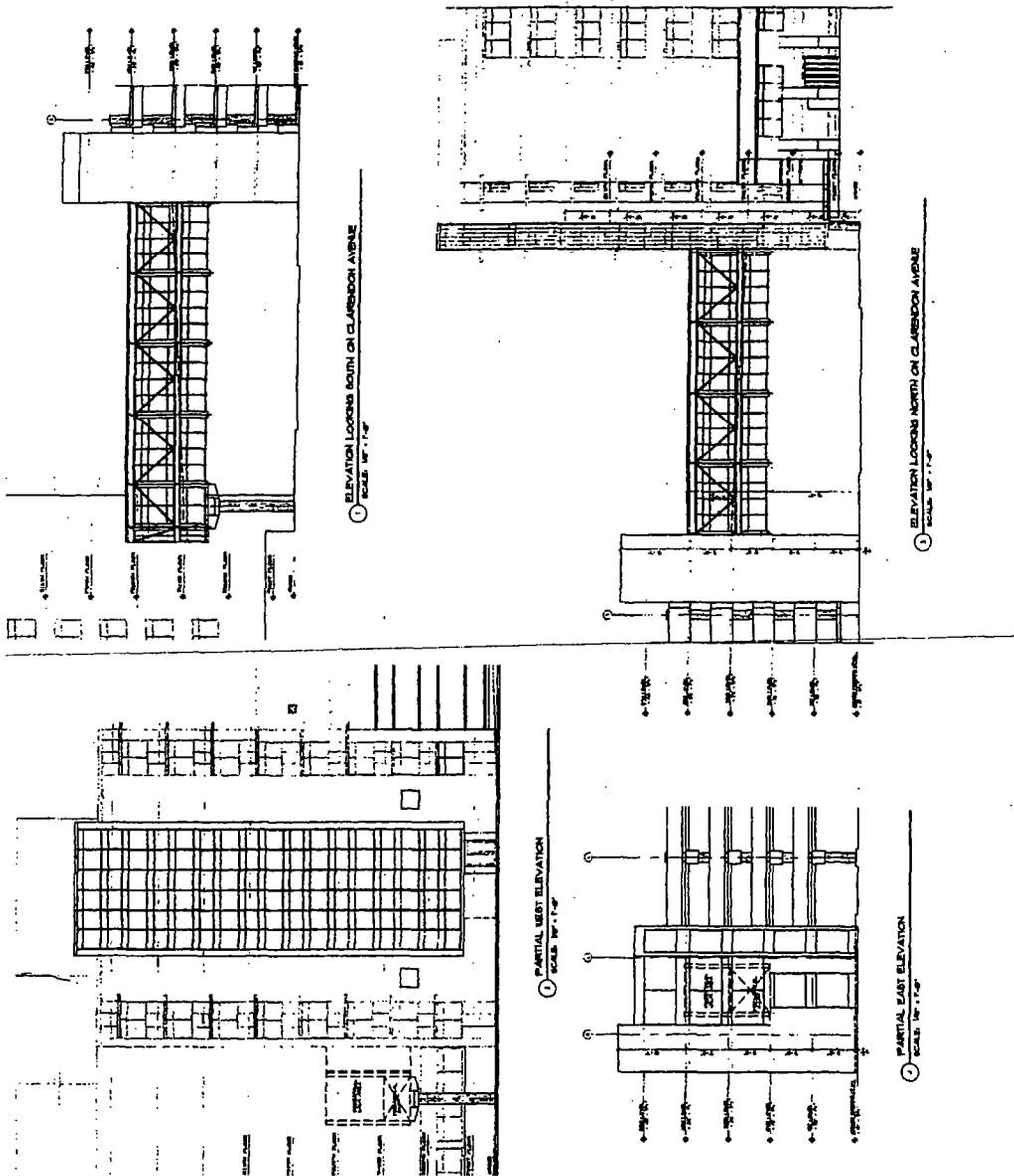
Loyola University Of Chicago.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Loyola University of Chicago, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) twenty-eight (28) inch steel conductors containing a sixteen (16) inch cast iron casing with a ten (10) inch insulated steam line and a fourteen (14) inch cast iron casing with two (2) two (2) inch steel fuel oil lines, two and one-half (2½) inch steel condensate return lines and one and one-half (1½) inch steel compressed air line with a copper pneumatic control tube adjacent to the premises known as 820 North Rush Street. Conduits have has been constructed in accordance with plans and specifications approved by the Department of Transportation. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

(Continued on page 87798)

Ordinance associated with this drawing printed on pages 87794 and 87796 of this *Journal*.



(Continued from page 87796)

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1054793 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after July 10, 2006.

[Drawing referred to in this ordinance printed
on page 87799 of this *Journal*.]

LR Development Company.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to LR Development Company, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, an existing tieback system under the public right-of-way adjacent to its premises known as 270 East Pearson Street. Said tieback system shall consist of twenty-four (24) tiebacks and shall be described as follows:

Four (4) tiebacks shall measure sixty (60) feet length and six (6) inches in width.

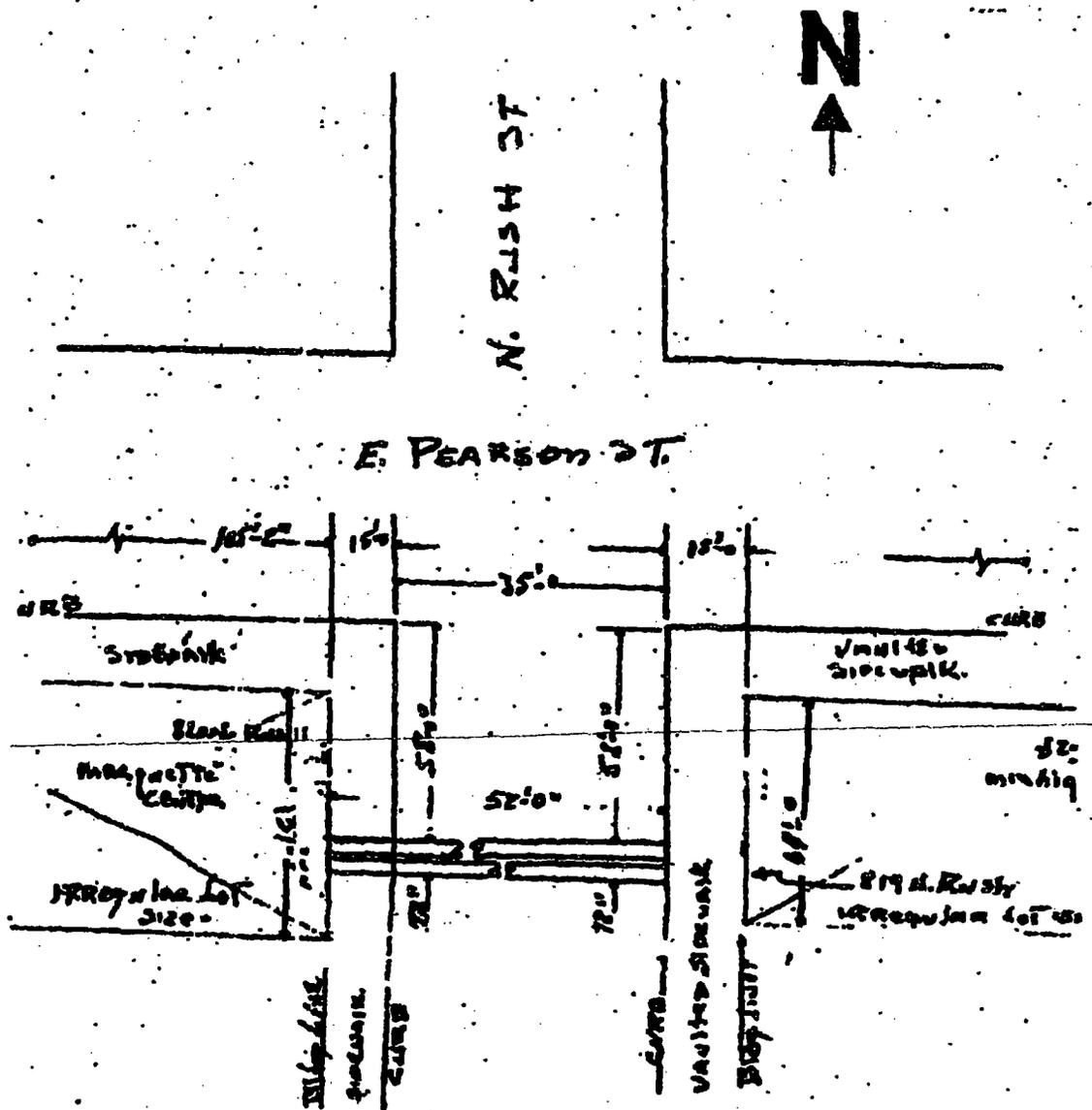
Five (5) tiebacks at fifty-one (51) feet in length and six (6) inches in width.

Six (6) tiebacks at fifty (50) feet in length and six (6) inches in width.

Nine (9) tiebacks at forty (40) feet in length and six (6) inches in width.

(Continued on page 87800)

Ordinance associated with this drawing printed on pages 87796 and 87798 of this Journal.



(Continued from page 87798)

Said tieback system is used for the support of the building foundation. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1053208 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after March 7, 2006.

[Drawing referred to in this ordinance printed
on page 87801 of this *Journal*.]

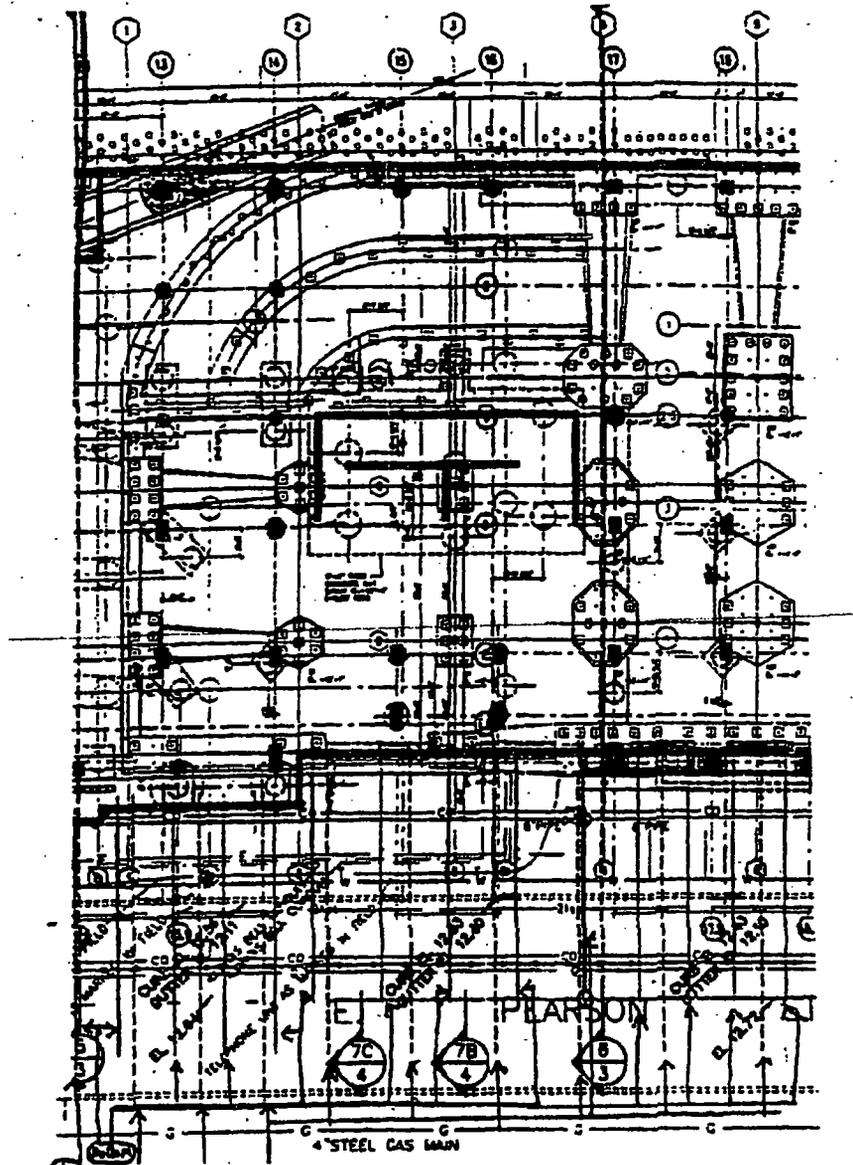
Lucio Shoe Repair Shop.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Lucio Shoe Repair Shop, upon the terms and subject to the conditions of this ordinance, to maintain and use two (2) banners projecting over the public right-of-way attached to its premises known as 3136 West 25th Street. Said banners each shall measure three (3) feet in length and five (5) feet in height for a total of fifteen (15)

(Continued on page 87802)

Ordinance associated with this drawing printed on pages 87798 and 87800 of this *Journal*.



(Continued from page 87800)

square feet and shall be eight (8) feet, two (2) inches above grade. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation, the Office of Emergency Management and Communications and the Department of Planning and Development.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1053818 herein granted the sum of Two Hundred and no/100 Dollars (\$200.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87803 of this *Journal*.]

Lui Chicago Hastings, L.L.C.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Lui Chicago Hastings, L.L.C., upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use a curb cut in the public right-of-way adjacent to its premises known as 1340 South Damen Avenue. Said curb cut shall be thirty-three (33) feet, ten (10) inches in length and eight (8) feet in width. Curb cut shall be used for a passenger loading area. Curb cut shall be

(Continued on page 87804)

(Continued from page 87802)

constructed in accordance with plans and specifications approved by the Department of Transportation. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1053806 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87805 of this *Journal*.]

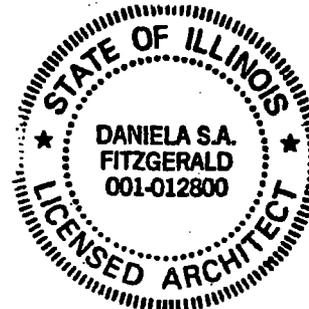
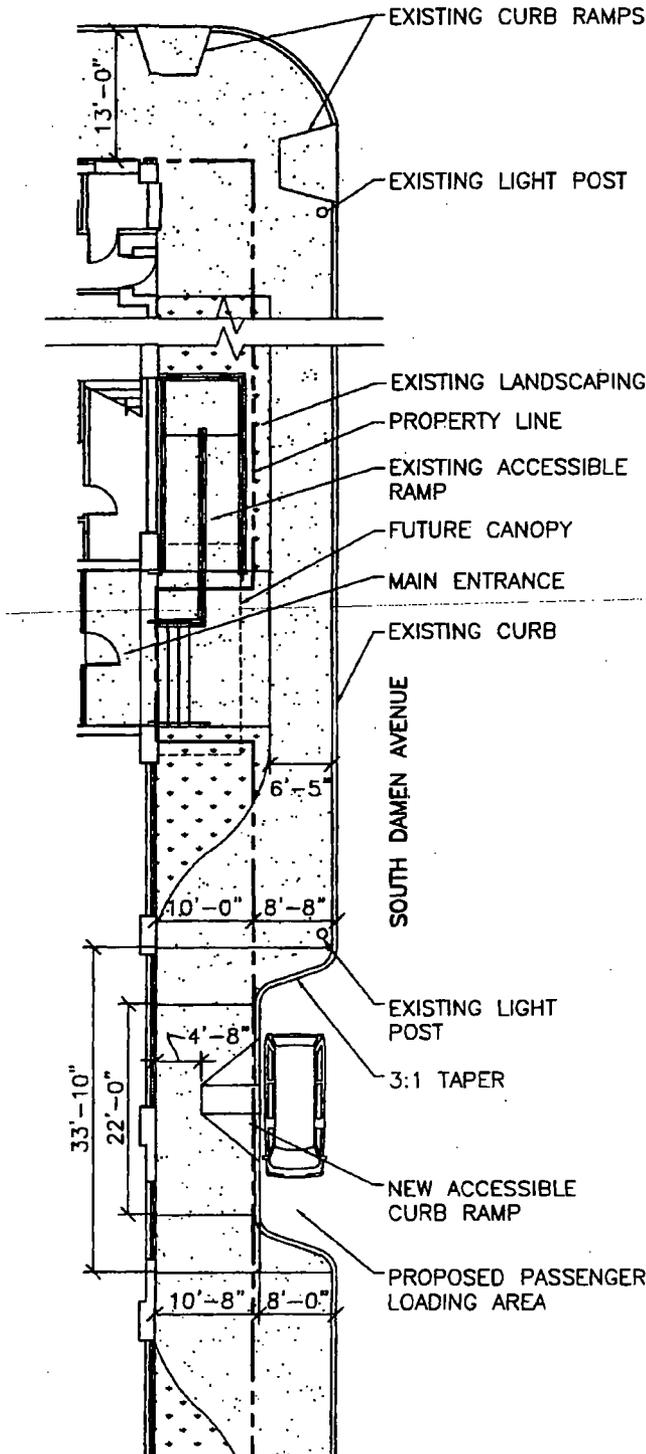
Lula Cafe.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Lula Cafe, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) windscreen on the public right-of-way attached to its premises known as 2541 North Kedzie Boulevard. Said windscreen shall be five and three-tenths (5.3) feet in length, one and five-tenths (1.5) feet in width and seven and eight-tenths (7.8) feet in height. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Office of Emergency Management and Communications.

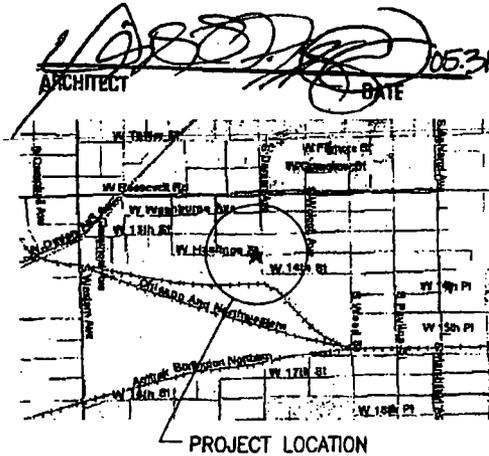
(Continued on page 87806)

Ordinance associated with this drawing printed on pages 87802 and 87804 of this Journal.

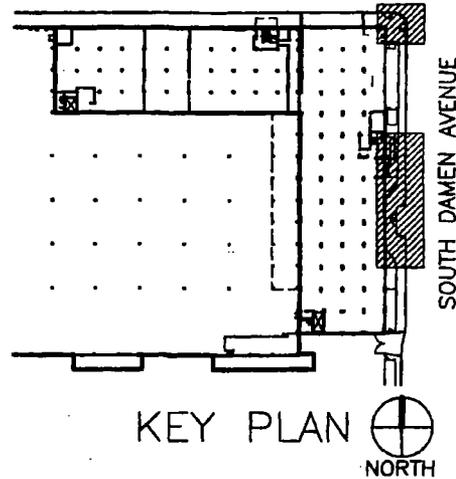


EXP. DATE 11-30-06

I HEREBY CERTIFY THAT THESE DRAWINGS WERE PREPARED UNDER MY DIRECT SUPERVISION AND DO, TO THE BEST OF MY KNOWLEDGE, COMPLY WITH ALL LAWS AND ORDINANCES OF CHICAGO, IL



WEST HASTINGS STREET



KEY PLAN NORTH

(Continued from page 87804)

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1054567 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87807 of this *Journal*.]

Luxury Motors.

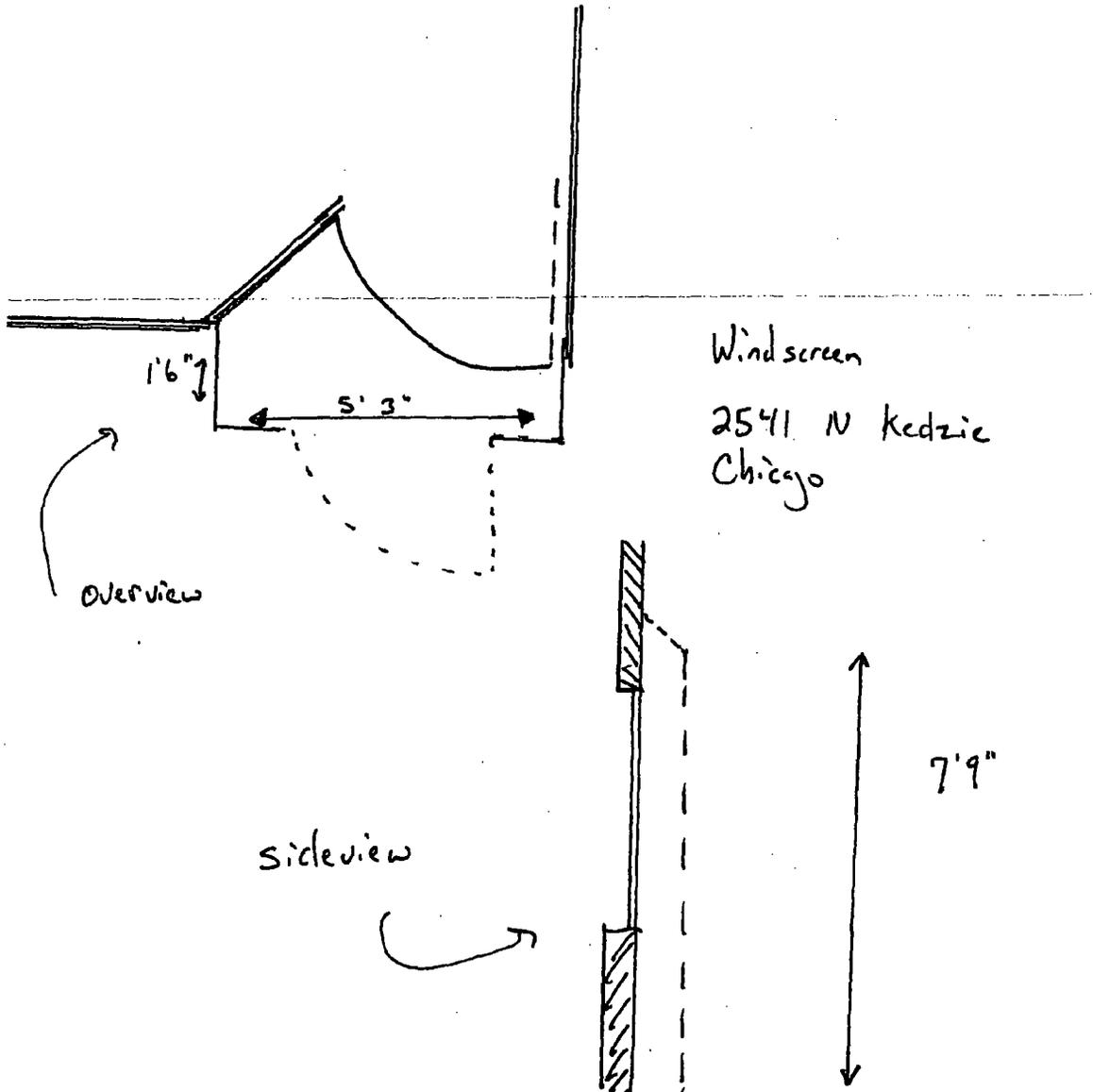
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Luxury Motors, upon the terms and subject to the conditions of this ordinance, to maintain and use nine (9) planters on the public right-of-way for beautification purposes adjacent to its premises known as 530 West Chicago Avenue. Said planters shall be thirty-nine and one-tenth (39.1) feet in length and six and one-tenth (6.1) feet in width, forty and one-tenth (40.1) feet in length and six and one-tenth (6.1) feet in width, thirty-two and five-tenths (32.5) feet in length and five (5) feet in width, thirty-five (35) feet in length and five (5) feet in width for a total of one thousand one hundred thirteen and twelve-hundredths (1,113.12) square feet. The location of said privilege shall be as shown on prints hereto attached, which by reference are hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation, the Department of Planning and Development and the Office of Emergency Management and Communications.

(Continued on page 87808)

Ordinance associated with this drawing printed
on pages 87804 and 87806 of this *Journal*.

Lula Cafe
65265



(Continued from page 87806)

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1051990 herein granted the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawings referred to in this ordinance printed on pages 87809 and 87810 of this *Journal*.]

M & M Pawn Brokers Inc.

Be It Ordained by the City Council of the City of Chicago:

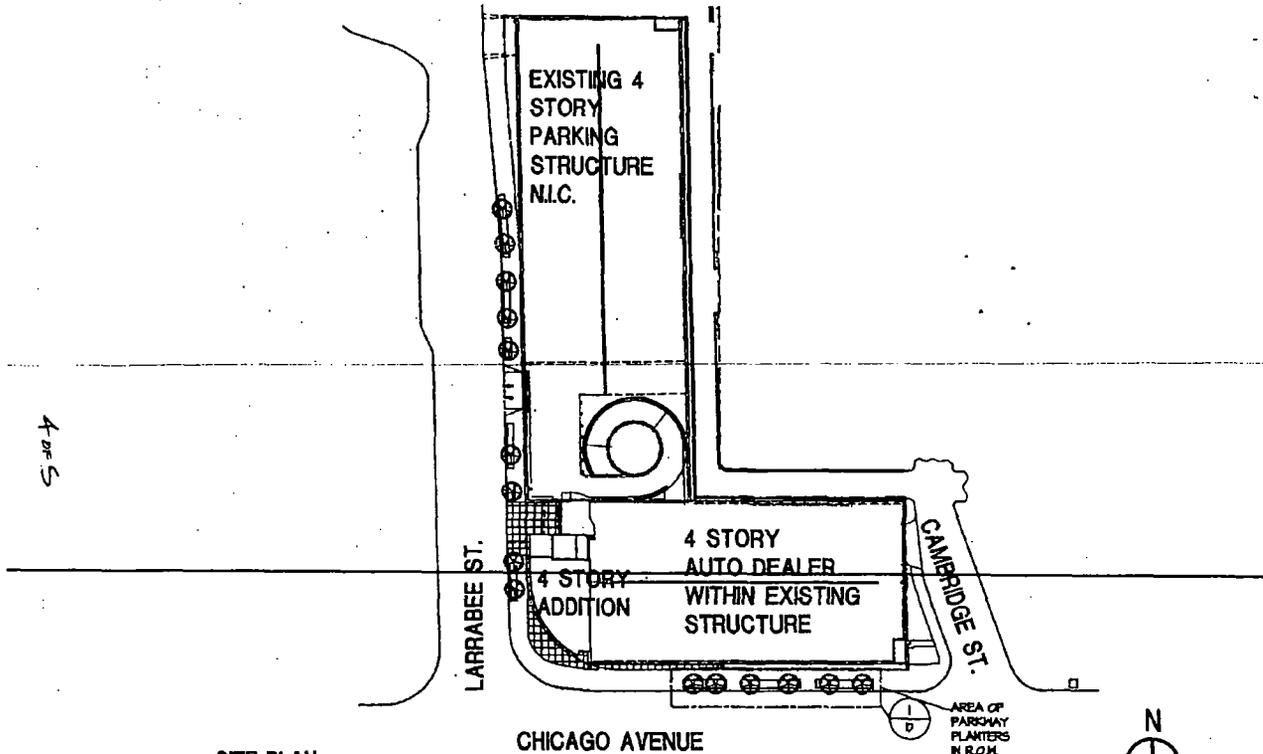
SECTION 1. Permission and authority are hereby given and granted to M & M Pawn Brokers Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) existing sign over the public right-of-way adjacent to its premises known as 3446 West 26th Street. Said sign shall be eight and eight-tenths (8.8) feet in length and four and eight-tenths (4.8) feet in width for a total of forty-two and twenty-four hundredths (42.24) square feet. Sign shall be sixteen (16) feet above grade along West 26th Street. Sign has been constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1054359 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

(Continued on page 87811)

Ordinance associated with this drawing printed on pages 87806 and 87808 of this *Journal*.



Start

1 SITE PLAN

A LUXURY MOTORS
CENTRUM PROPERTIES

530 WEST CHICAGO AVENUE

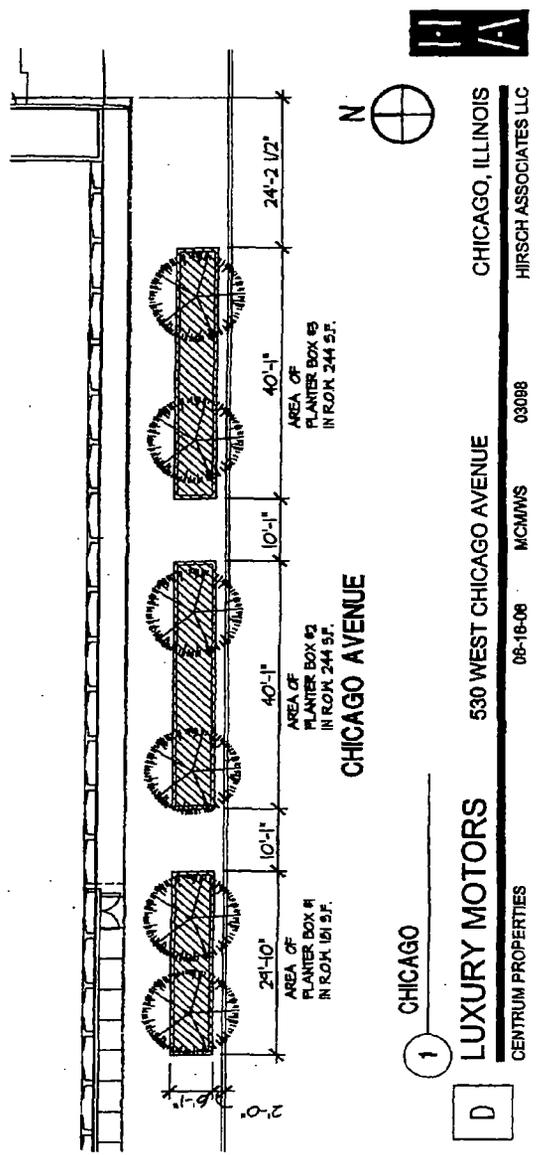
06-16-06 MCM/MS 03098

CHICAGO, ILLINOIS

HIRSCH ASSOCIATES LLC



Ordinance associated with this drawing printed on pages 87806 and 87808 of this *Journal*.



SofS

CHICAGO

LUXURY MOTORS

CENTRUM PROPERTIES

530 WEST CHICAGO AVENUE

CHICAGO, ILLINOIS

06-18-06 MCHMWS 03088

HIRSCH ASSOCIATES LLC

(Continued from page 87808)

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87812 of this *Journal*.]

Magnum Insurance.
(8928 South Commercial Avenue)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Magnum Insurance, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way adjacent to its premises known as 8928 South Commercial Avenue. Said sign shall measure seven (7) feet in length and three (3) feet in height for a total of twenty-one (21) square feet and shall be ten (10) feet above grade. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

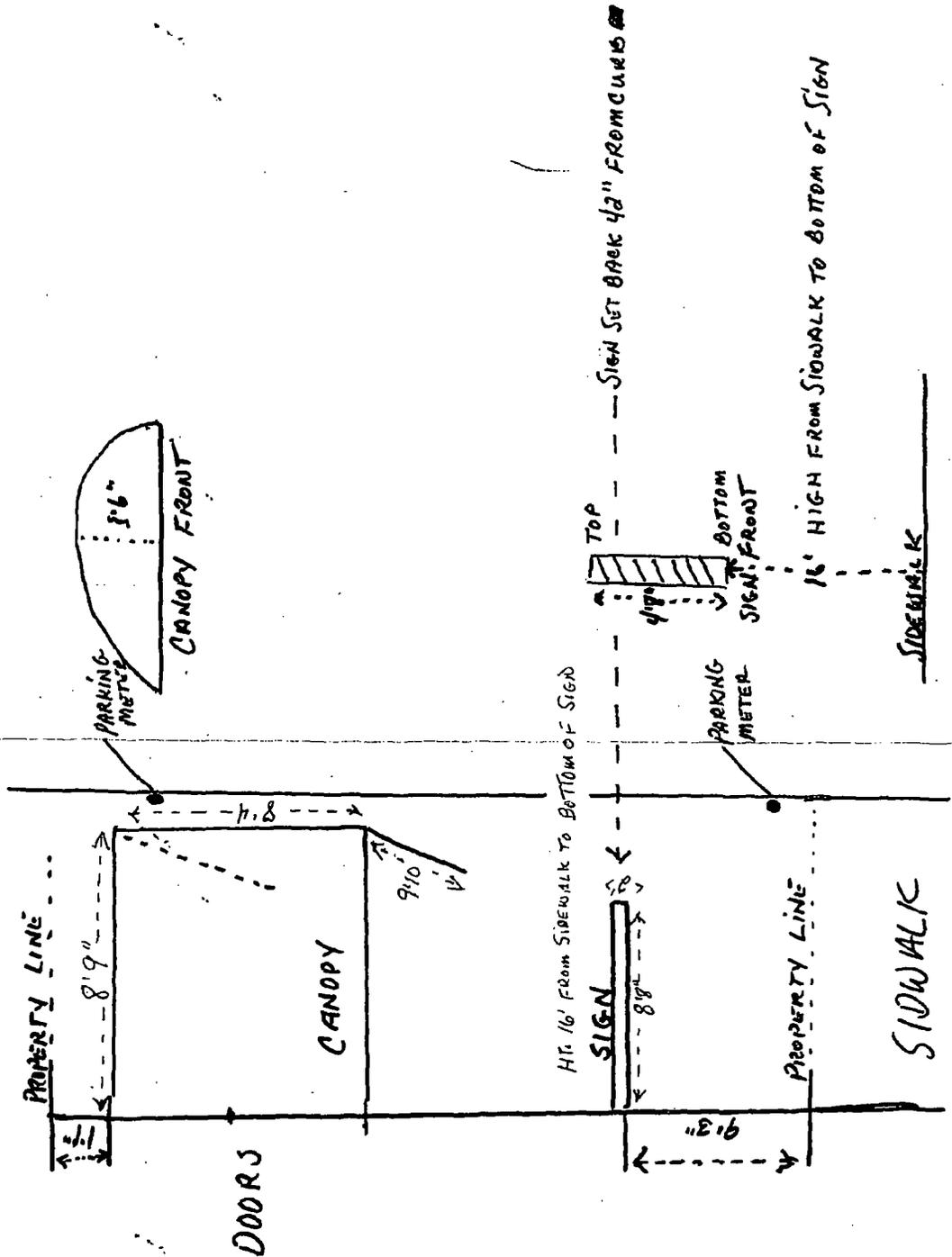
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1054425 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

(Continued on page 87813)

Ordinance associated with this drawing printed on pages 87808 and 87811 of this Journal.

M & M FARM BROKER
3440 W. 26TH ST
CHICAGO, ILL 60623



(Continued from page 87811)

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87814 of this *Journal*.]

Magnum Insurance Co.
(3900 West North Avenue)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Magnum Insurance Co, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way adjacent to its premises known as 3900 West North Avenue. Said sign shall measure ten (10) feet in length and five (5) feet in height for a total of fifty (5) square feet and shall be ten (10) feet above grade. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

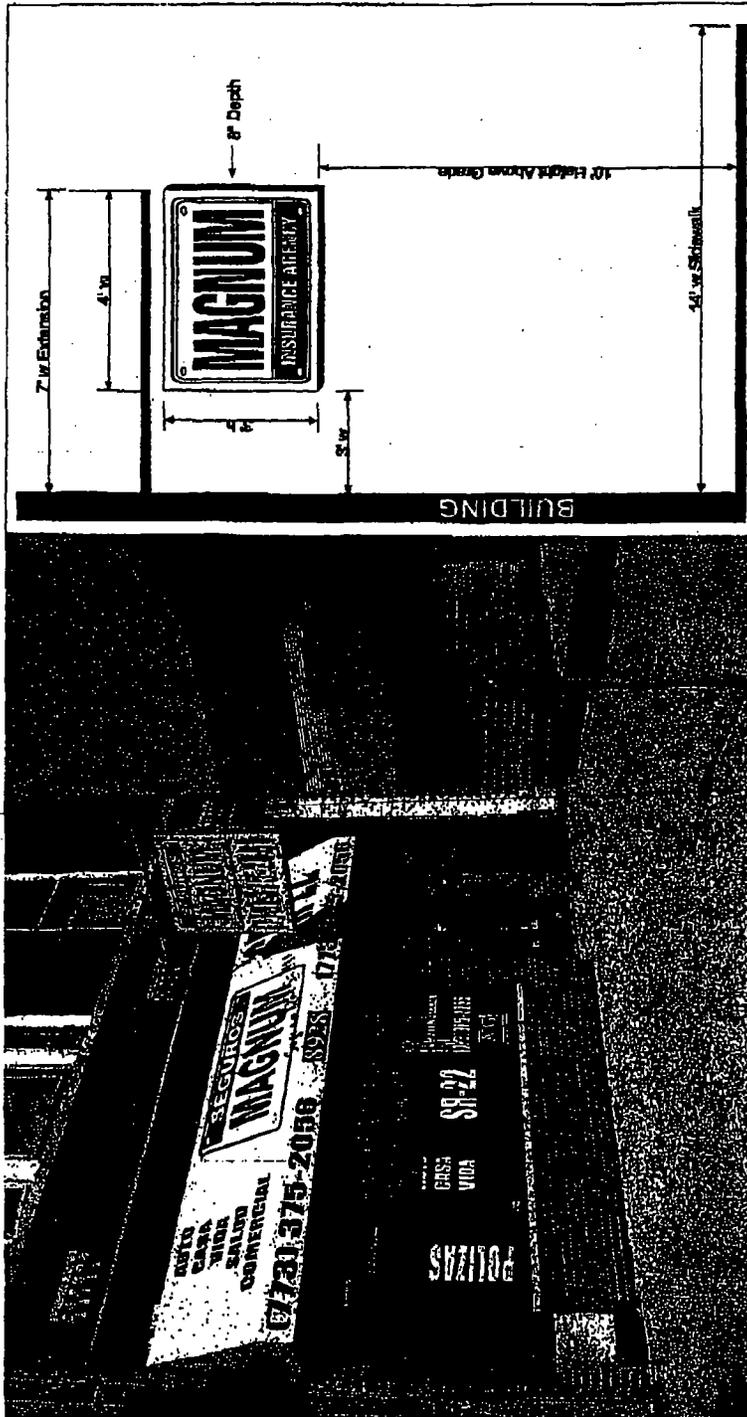
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1054424 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

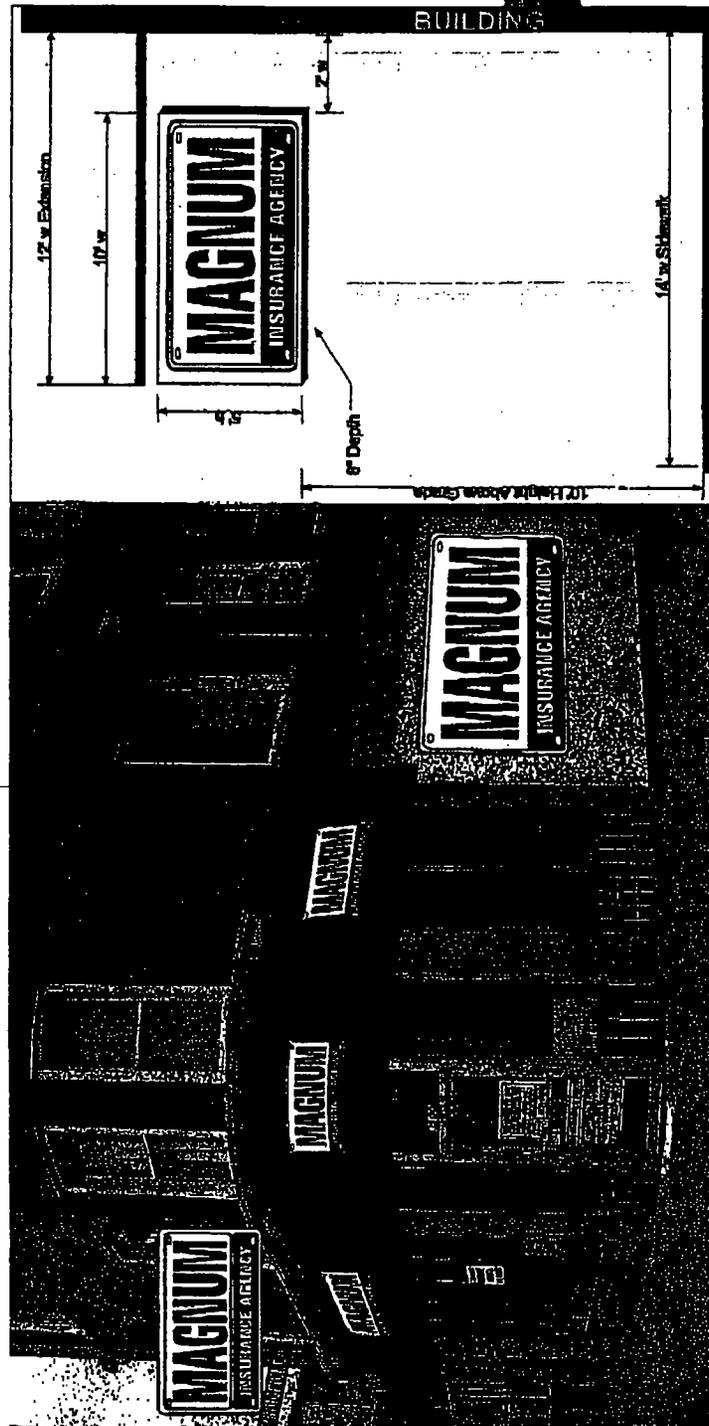
Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87815 of this *Journal*.]

Ordinance associated with this drawing printed on pages 87811 and 87813 of this *Journal*.



Ordinance associated with this drawing printed on page 87813 of this *Journal*.



Continued in Volume III
on page 87816

(Published by the Authority of the City Council of the City of Chicago)

COPY



**JOURNAL of the PROCEEDINGS
of the
CITY COUNCIL
of the
CITY of CHICAGO, ILLINOIS**

Regular Meeting -- Wednesday, October 4, 2006

at 10:00 A.M.

(Council Chambers -- City Hall -- Chicago, Illinois)

OFFICIAL RECORD.

VOLUME III

RICHARD M. DALEY
Mayor

Continued from Volume II
on page 87815

Qusai And Denise Mahmud.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Qusai and Denise Mahmud, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) fence on the public right-of-way adjacent to its premises known as 1710 South Laflin Street. Said fence shall be eighty-eight (88) feet in length and six (6) feet in height, running along the sidewalk adjacent to the building which is separated from the sidewalk by a vaulted area with staircase. Fence shall protect pedestrians from the open vaulted space with staircase installed between the building and the sidewalk. Said staircase inside the vaulted space consists of approximately five (5) stairs forty-eight (48) inches wide installed for property access from the vaulted sidewalk area. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Grantee must allow the required clear and unobstructed space for pedestrian passage at all times per rules and regulations approved by the Department of Transportation. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1053448 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after June 27, 2006.

[Drawing referred to in this ordinance printed
on page 87817 of this *Journal*.]

Ordinance associated with this drawing printed on page 87816 of this Journal.

MM SURVEYING CO., INC. PLAT OF SURVEY

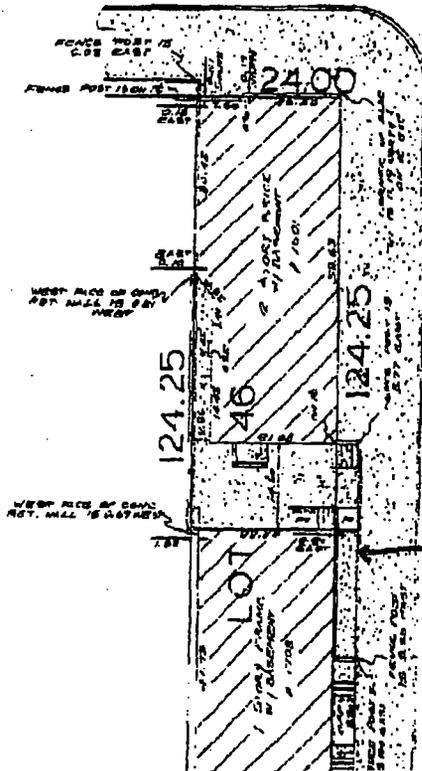
5212 W. HIGGINS AVE
CHICAGO, IL 60630

PHONE: 773/252-5900
FAX: 773/202-6424



LOT 46 IN BLOCK 4 IN JOHNSTON AND LEE'S SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

W. 17th ST.



LAFLIN ST.

Fence to be replaced by owner.

The Main Event II.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to The Main Event II, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 3473 North Clark Street. Said sign shall measure four (4) feet in length and two (2) feet in width for a total of eight (8) square feet and shall be fourteen (14) feet above grade. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1054919 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87819 of this *Journal*.]

Mario's Butcher Shop Food Center.

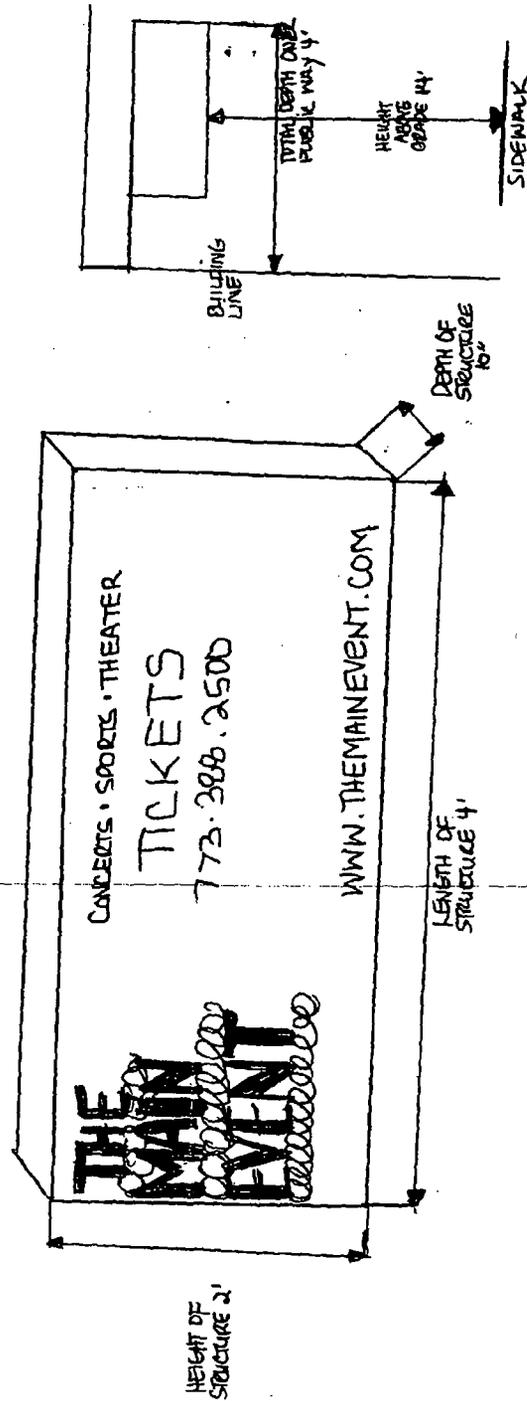
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Mario's Butcher Shop Food Center, upon the terms and subject to the conditions of this

(Continued on page 87820)

Ordinance associated with this drawing printed on page 87818 of this Journal.

3473 N CLARK ST.
(SIGN DIMENSIONS)



(TYPE OF MATERIAL - METAL + PLASTIC BOX)

(Continued from page 87818)

ordinance, to maintain and use two (2) existing security cameras projecting over the public right-of-way adjacent to its premises known as 5817 West Madison Street. Said security camera shall measure fourteen (14) inches in width, twelve (12) inches in depth and eight (8) inches in height. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation, the Office of Emergency Management and Communications and the Department of Planning and Development.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1053040 herein granted the sum of Two Hundred and no/100 Dollars (\$200.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87821 of this *Journal*.]

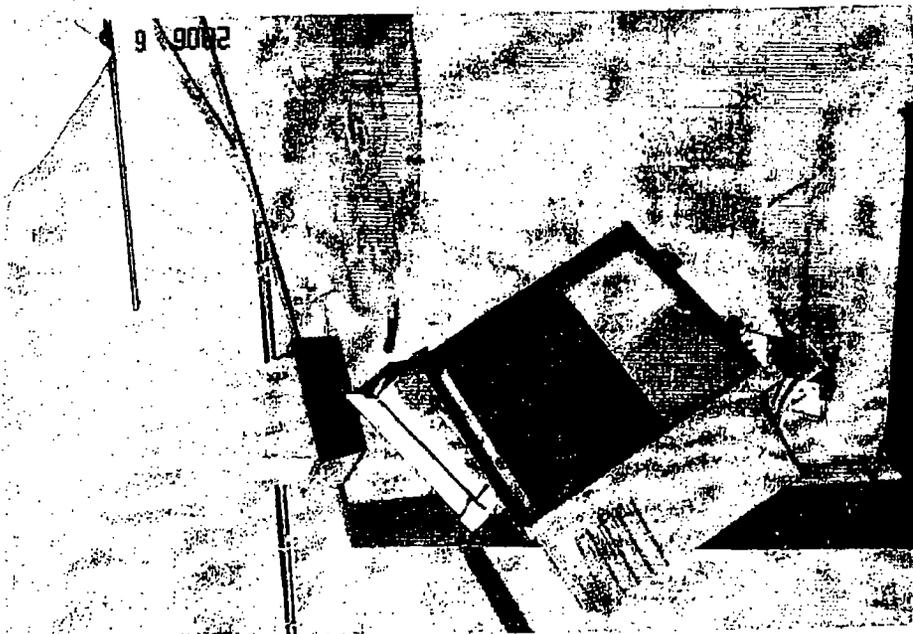
Mariscos Luis.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Mariscos Luis, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way adjacent to its premises known as 3124 West 25th Street. Said sign shall measure four (4) feet in length and

(Continued on page 87822)

Ordinance associated with this drawing printed
on pages 87818 and 87820 of this *Journal*.



(Continued from page 87820)

four (4) feet in height for a total of sixteen (16) square feet and shall be ten (10) feet above grade. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1053841 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87823 of this *Journal*.]

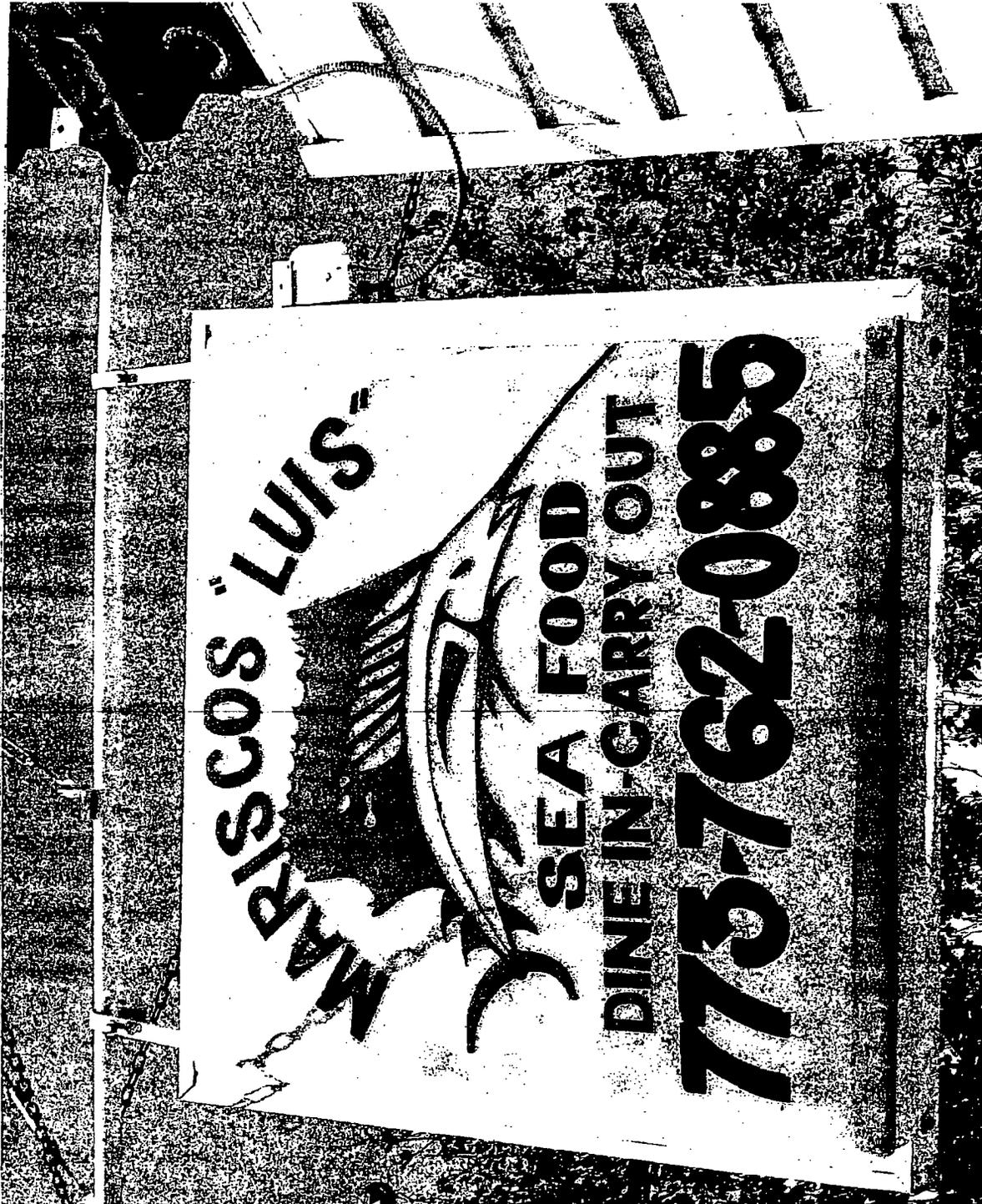
Mas Restaurant.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Mas Restaurant, upon the terms and subject to the conditions of this ordinance, to maintain and use two (2) banners projecting over the public right-of-way adjacent to its premises known as 1670 West Division Street. Said banners shall be two and five-tenths (2.5) feet in length and eight and five-tenths (8.5) feet in width for a total of twenty-one and twenty-five hundredths (21.25) square feet and ten (10) feet above

(Continued on page 87824)

Ordinance associated with this drawing printed
on pages 87820 and 87822 of this *Journal*.



(Continued from page 87822)

grade. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be in accordance with plans and specifications approved by the Department of Transportation.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1050734 herein granted the sum of Two Hundred and no/100 Dollars (\$200.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87825 of this *Journal*.]

Mi Cafetal.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Mi Cafetal, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way adjacent to its premises known as 1519 West 18th Street. Said sign shall be six (6) feet in length and four (4) feet in width for a total of twenty-four (24) square feet and fourteen (14) feet above grade. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

(Continued on page 87826)

Ordinance associated with this drawing printed on pages 87822 and 87824 of this *Journal*.

The example to the left is of the banner that hangs vertically above the sidewalk on Division St. There are 2 such banners, one on each side of the building. These signs are made of black canvas, are 1 inch wide, hang 182 inches above the sidewalk and 18 inches inside the corner of the building. Below is a mock up (not to scale) showing the location of both banners in relation to the building itself.

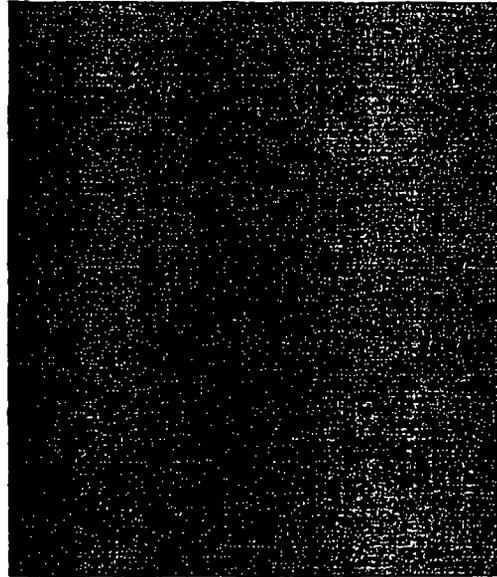
Height - 102 inches

Length - 30 inches

Depth - 1 inch

Height above grade - 182 inches

Depth over public way - 36 inches



Banner
25 feet
Division St.
Banner

Paulina St.

Mas LLC Account # 21068

1670 W Division St.

Chicago, IL 60622

(Continued from page 87824)

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1055055 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87827 of this *Journal*.]

Midas International Corporation.

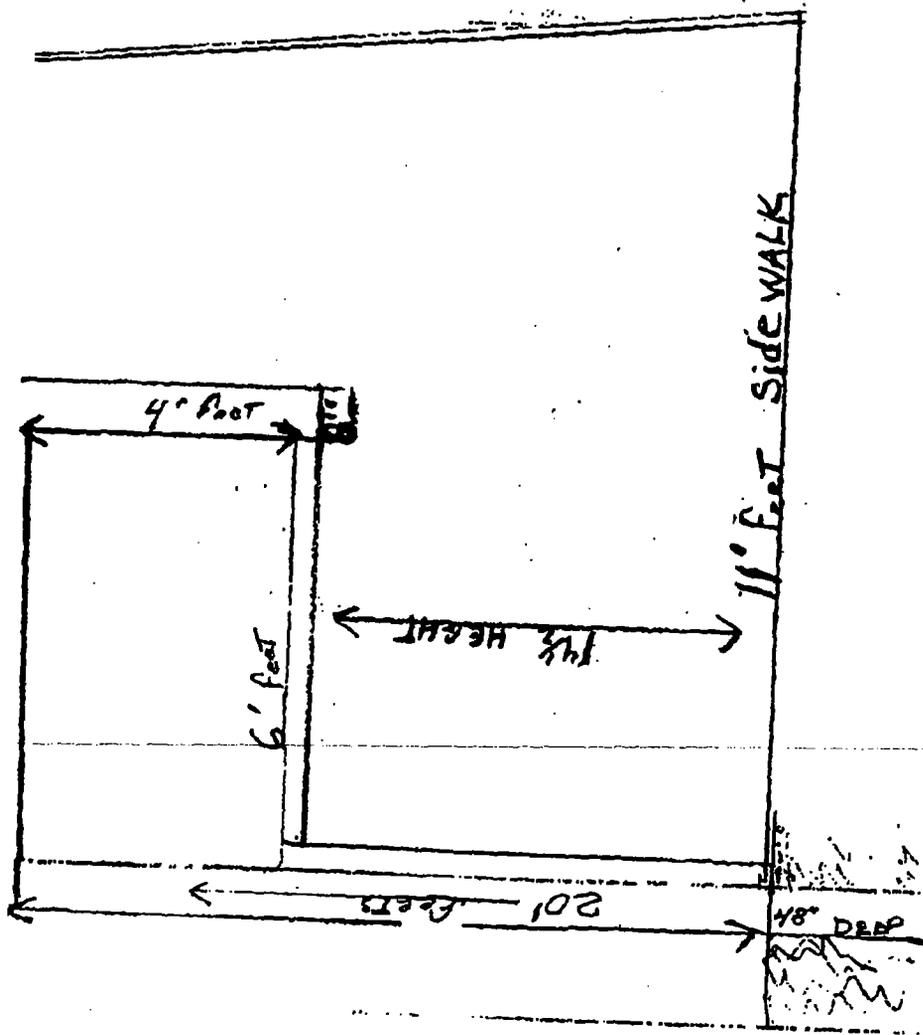
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Midas International Corporation, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way adjacent to its premises known as 6301 North Lincoln Avenue. Said sign shall be eight and nine-tenths (8.9) feet in length and twelve (12) feet in height and shall be nine and two-tenths (9.2) feet above grade. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

(Continued on page 87828)

Ordinance associated with this drawing printed on pages 87824 and 87826 of this *Journal*.



(Continued from page 87826)

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1054523 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87829 of this *Journal*.]

Mike's Furniture.

Be It Ordained by the City Council of the City of Chicago:

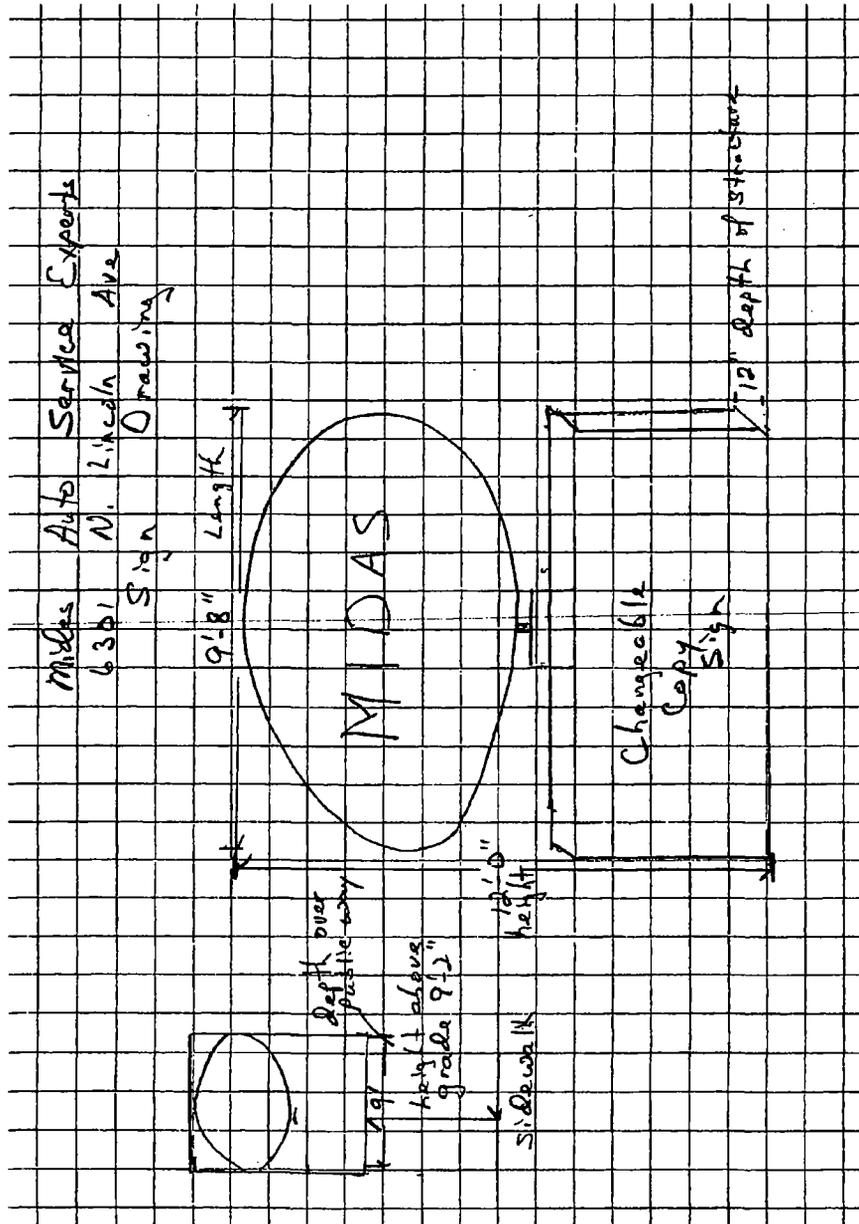
SECTION 1. Permission and authority are hereby given and granted to Mike's Furniture, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting above the public right-of-way adjacent to its premises known as 1259 North Ashland Avenue. Said sign shall be six (6) feet in length and five (5) feet in width for a total of thirty (30) square feet and ten (10) feet above grade. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1054616 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

(Continued on page 87830)

Ordinance associated with this drawing printed on pages 87826 and 87828 of this Journal.



(Continued from page 87828)

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87831 of this *Journal*.]

Milaknis Animal Hospital Ltd.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Milaknis Animal Hospital Ltd., upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) planter on the public right-of-way adjacent to its premises known as 5638 North Western Avenue. Said planter shall be twenty-five (25) feet in length and eight and five-tenths (8.5) feet in width for a total of two hundred twelve and five-tenths (212.5) square feet. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation, the Department of Planning and Development and the Office of Emergency Management and Communications.

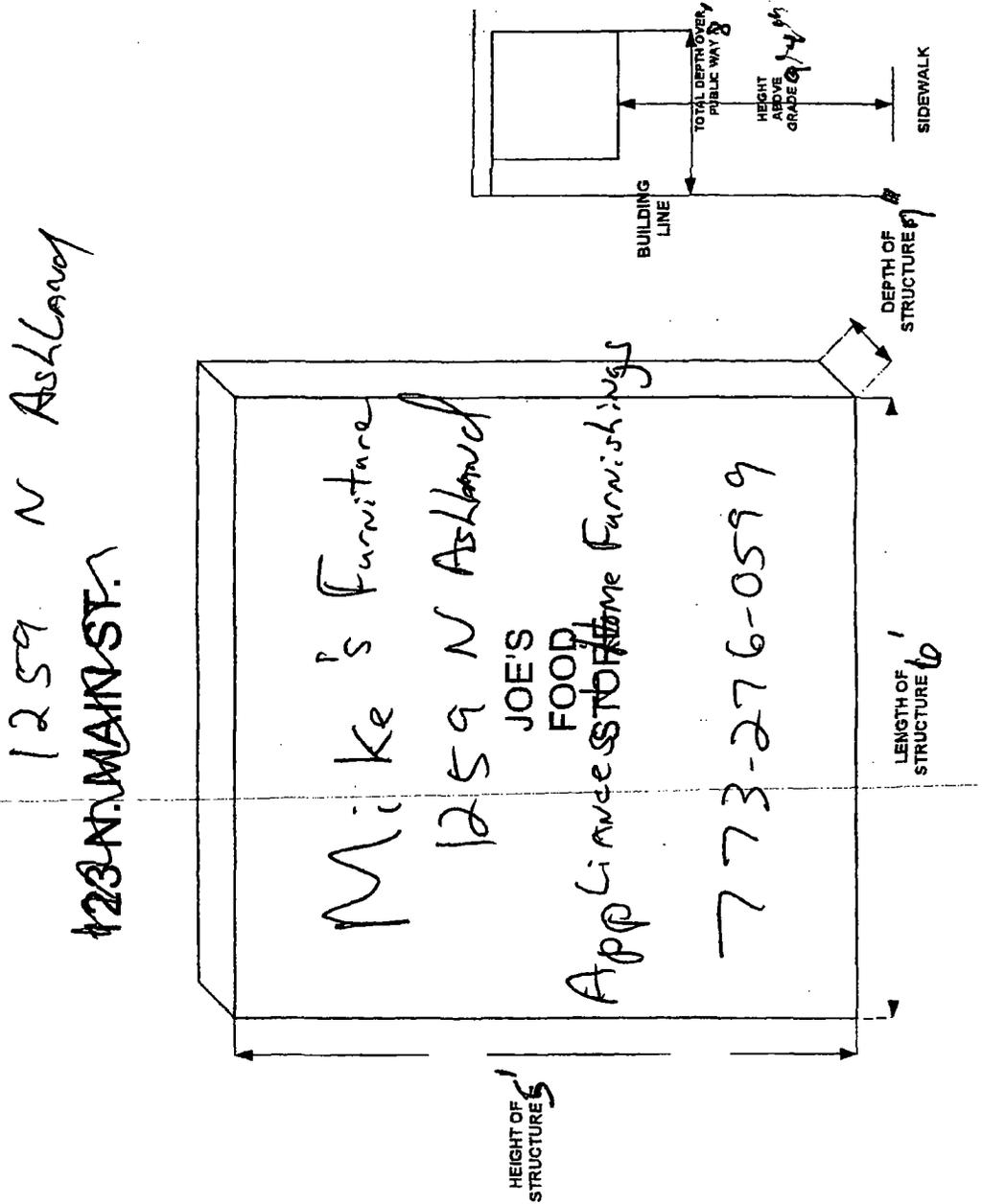
This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1053055 herein granted the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance.

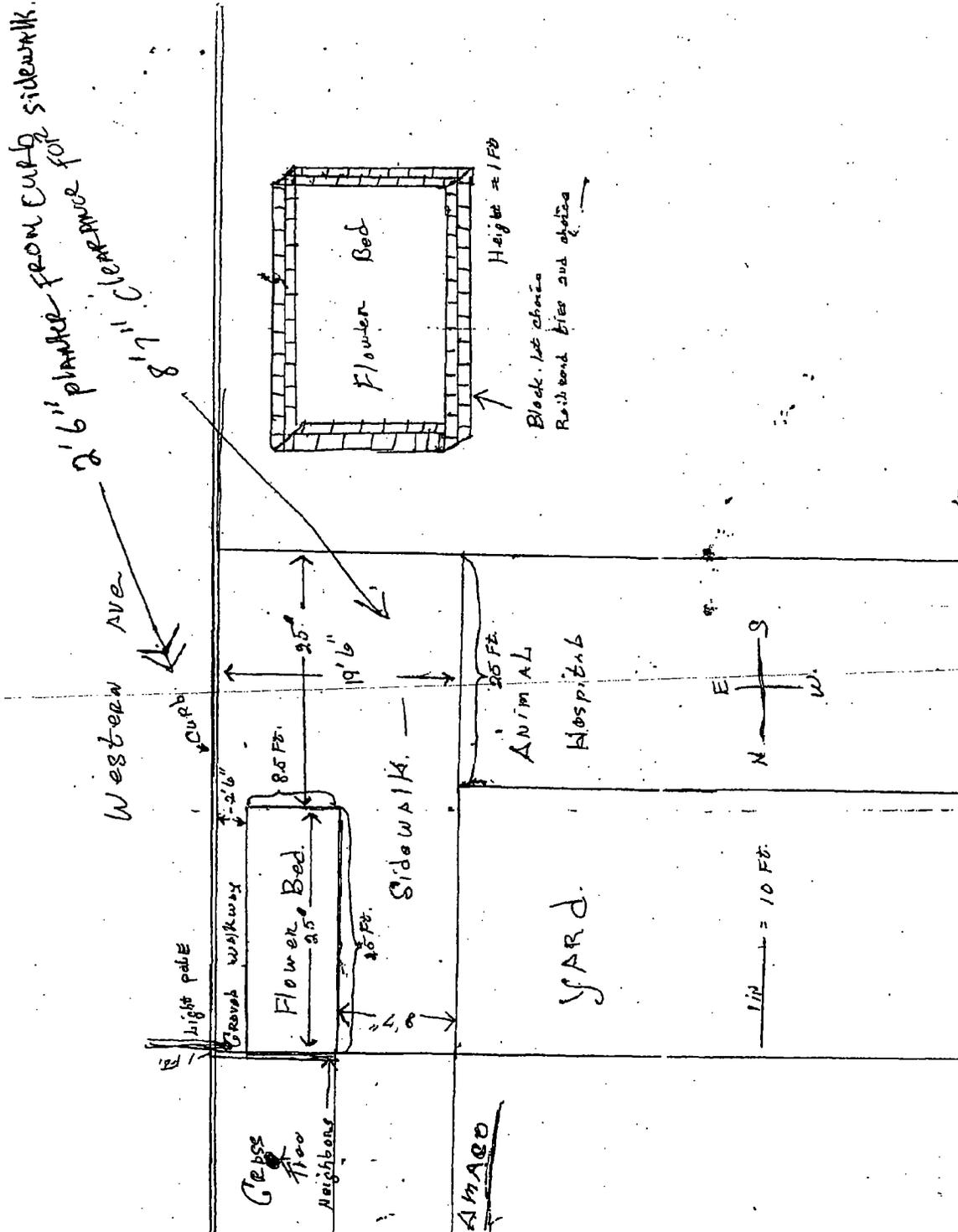
Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87832 of this *Journal*.]

Ordinance associated with this drawing printed on pages 87828 and 87830 of this Journal.



Ordinance associated with this drawing printed on page 87830 of this Journal.



Mirai Sushi.
(Banners)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Mirai Sushi, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use three (3) banners projecting over the public right-of-way adjacent to its premises known as 2020 West Division Street. Said banner shall be two (2) feet in length and five (5) feet in width for a total of ten (10) square feet and ten (10) feet above grade. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1050939 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87834 of this *Journal*.

Mirai Sushi.
(Windscreen)

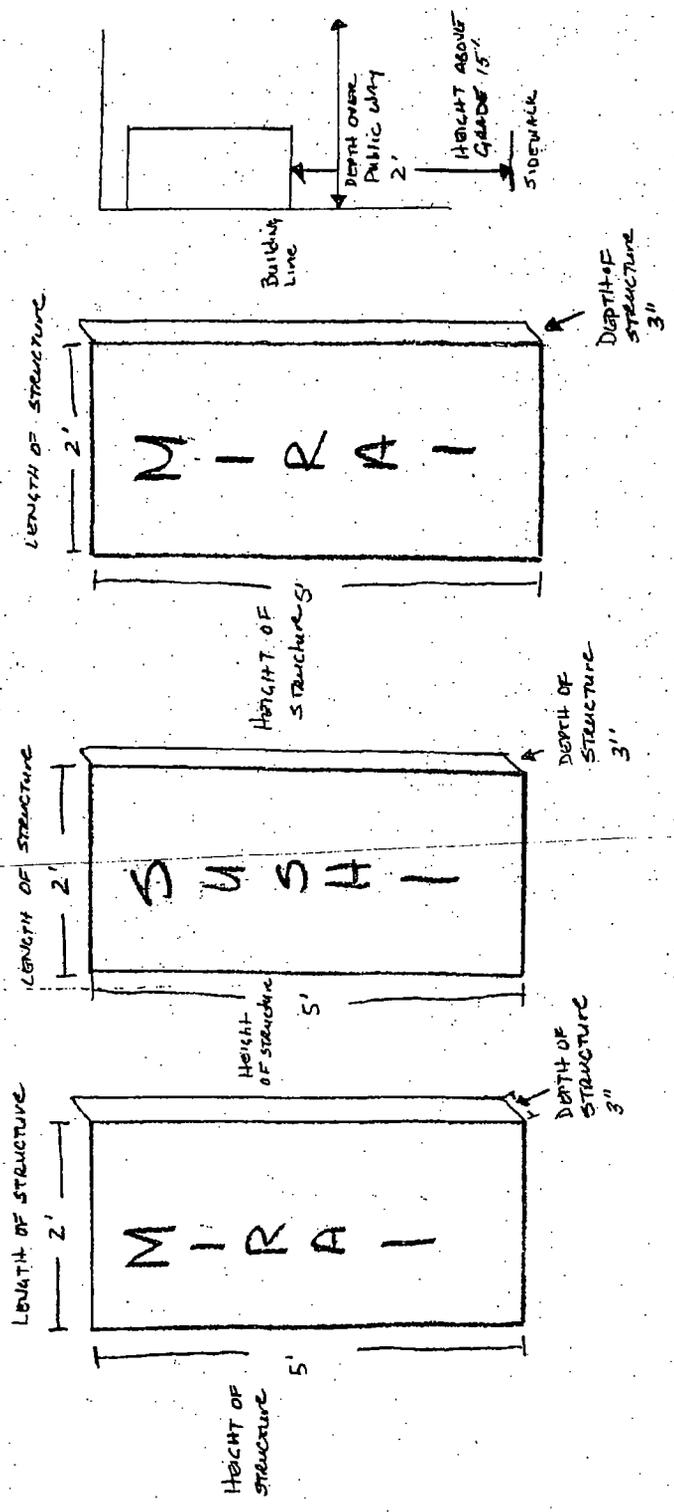
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Mirai Sushi, upon the terms and subject to the conditions of this ordinance, to maintain

(Continued on page 87835)

Ordinance associated with this drawing printed on page 87833 of this Journal.

2020 W DIVISION ST.



(Continued from page 87833)

and use, as now constructed, one (1) windscreen on the public right-of-way adjacent to its premises known as 2020 West Division Street. Said windscreen shall measure eleven (11) feet, two (2) inches in length, five (5) feet, eleven (11) inches in width and ten (10) feet, nine (9) inches in height. Windscreen will be used during the cold weather months from November to April. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1053945 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after June 27, 2006.

[Drawing referred to in this ordinance printed
on page 87836 of this *Journal*.]

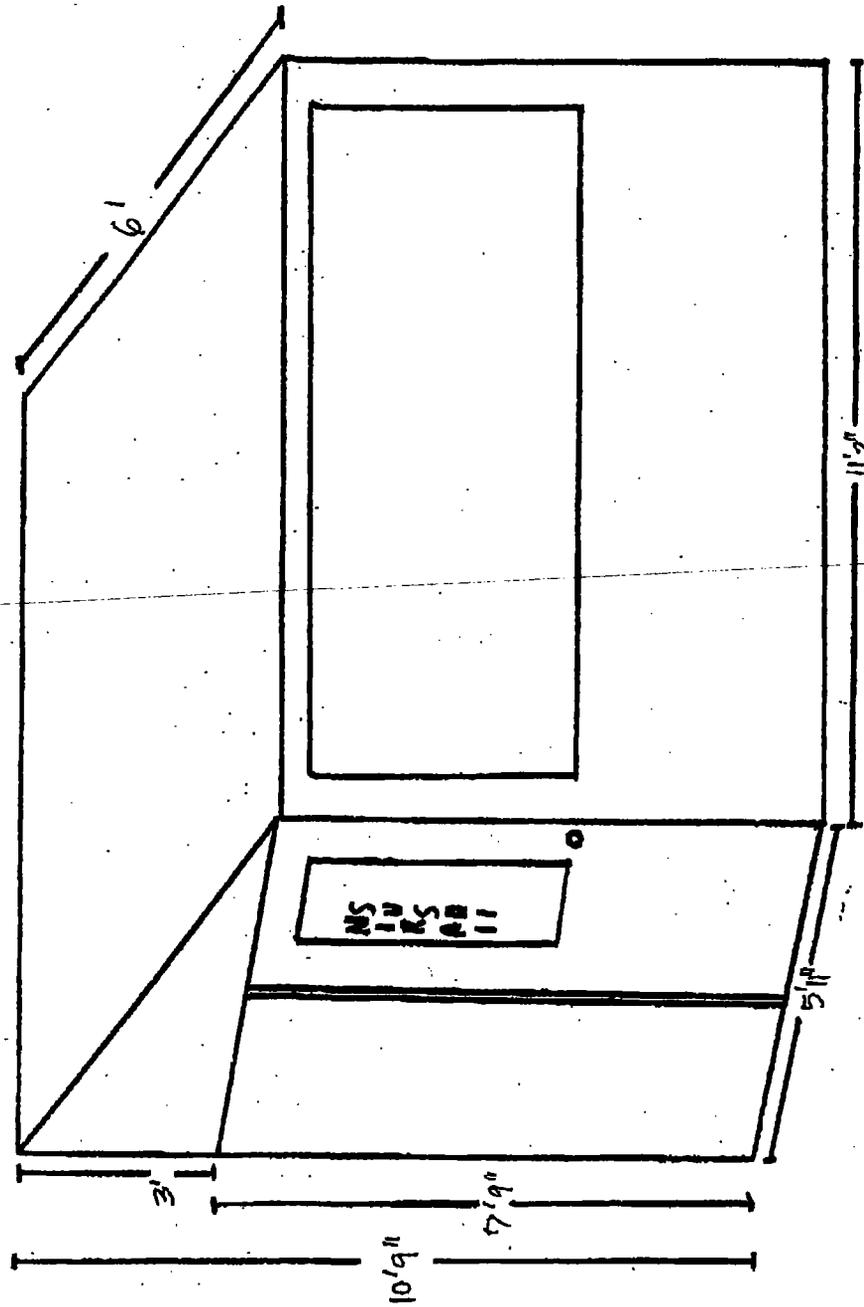
MK-The Restaurant.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to MK-The Restaurant, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) grease interceptor beneath the public

(Continued on page 87837)

Ordinance associated with this drawing printed on pages 87833 and 87835 of this *Journal*.



DRAM OF CHICAGO, INC D/B/A MIRAI SUSHI
2020 W. DIVISION ST. CHICAGO, IL 60622

(Continued from page 87835)

right-of-way adjacent to its premises known as 868 North Franklin Street. Said grease interceptor shall be five (5) feet in length and ten (10) feet in width for a total of fifty (50) square feet. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications, the Department of Water Management and the Office of Underground Coordination.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1053180 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after May 2, 2006.

[Drawing referred to in this ordinance printed
on page 87838 of this *Journal*.]

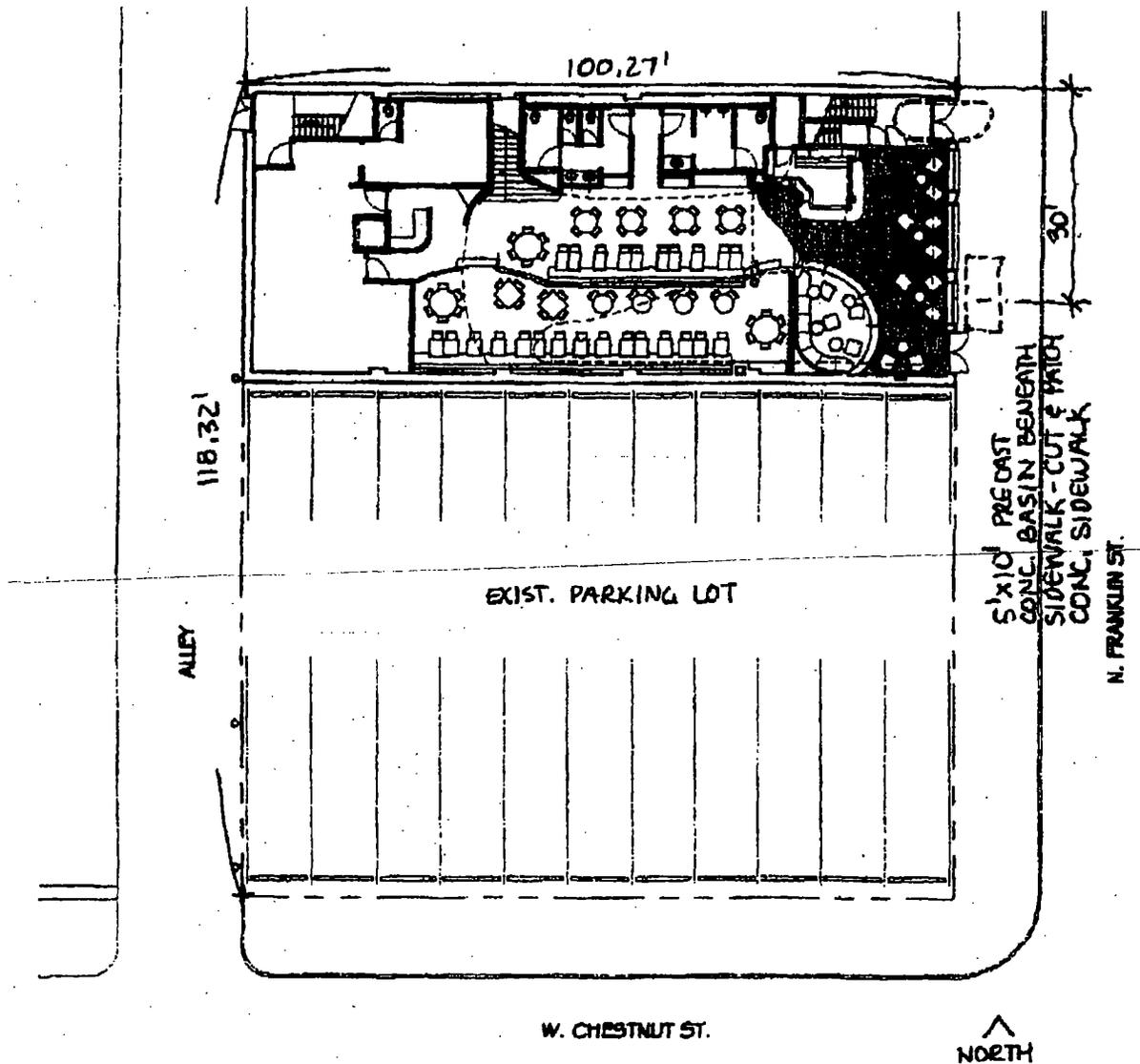
—
Manulife Financial Corporation.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Manulife Financial Corporation, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, an existing planter on the public right-of-way for beautification purposes adjacent to its premises known as

(Continued on page 87839)

Ordinance associated with this drawing printed on pages 87835 and 87837 of this Journal.



SCALE: 1" = 20'-0"

3/5/01

868 N. FRANKLIN
MK. THE RESTAURANT
NEW "CHICAGO GREASE
INTERCEPTOR" PLAN

(Continued from page 87837)

191 North Wacker Drive. Said planter shall measure approximately twenty-six (26) feet in length, five (5) feet, eleven (11) inches in width on the north end and eleven (11) feet, eight (8) inches in width on the south end. Planter shall be located along North Wacker Drive. Grantee must allow at least nine (9) feet of clear and unobstructed space for pedestrian passage at all times. Planter has been constructed in accordance with plans and specifications approved by the Department of Transportation and the Department of Planning and Development. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1053048 herein granted the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87840 of this *Journal*.]

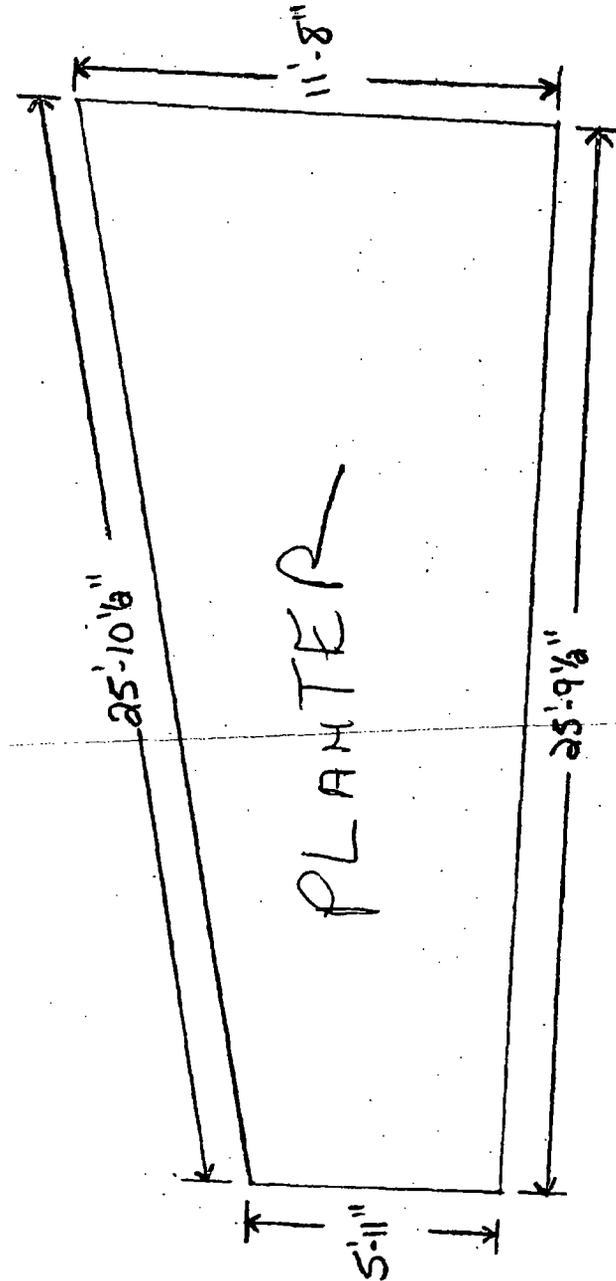
Maria's Furniture.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Maria's Furniture, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign on the public right-of-way adjacent to its premises known as 5122 West Grand Avenue. Said sign shall be six (6) feet in length and two and two-tenths (2.2) feet in width for a total of thirteen and two-tenths (13.2) square feet and ten (10) feet above grade. The location of said privilege shall be as shown on prints hereto attached, which by reference are hereby incorporated and made a part of this ordinance. Said privilege shall be in accordance with plans and specifications approved by the Department of Transportation.

(Continued on page 87841)

Ordinance associated with this drawing printed on pages 87837 and 87839 of this Journal.



(Continued from page 87839)

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1054689 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawings referred to in this ordinance printed on pages 87842 through 87843 of this *Journal*.]

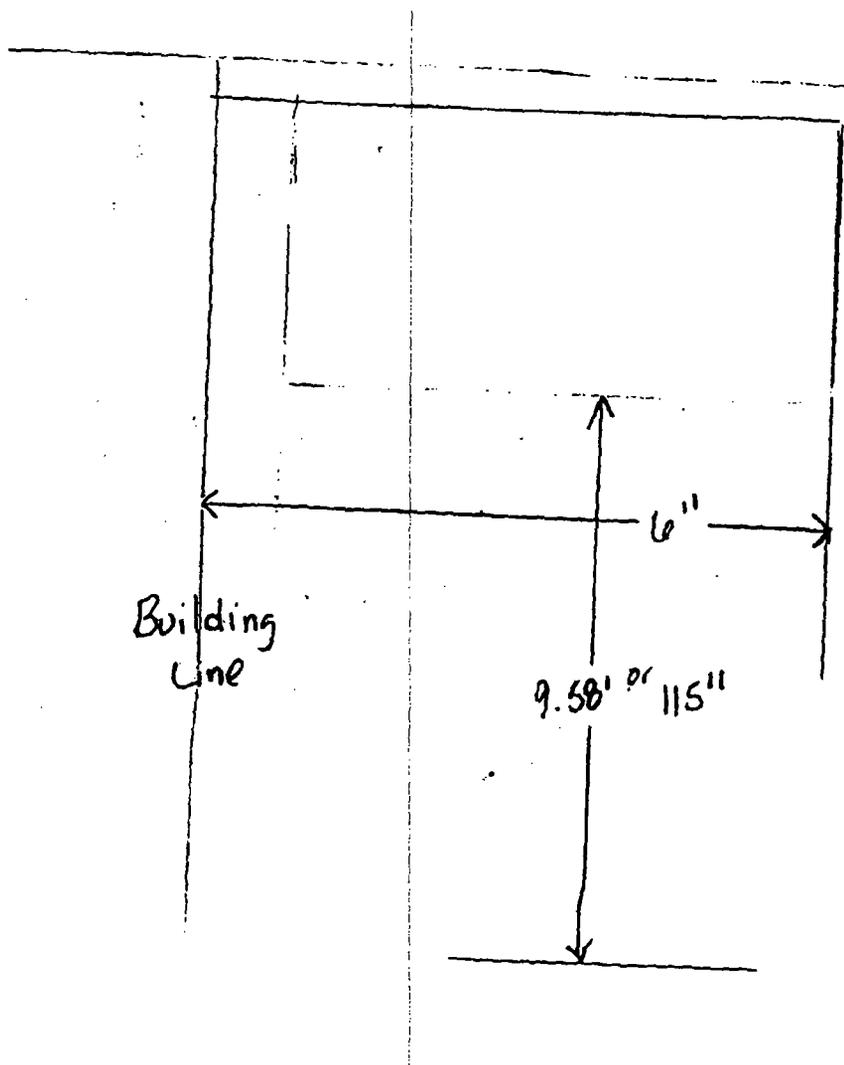
The Market Place Foodstore.

Be It Ordained by the City Council of the City of Chicago:

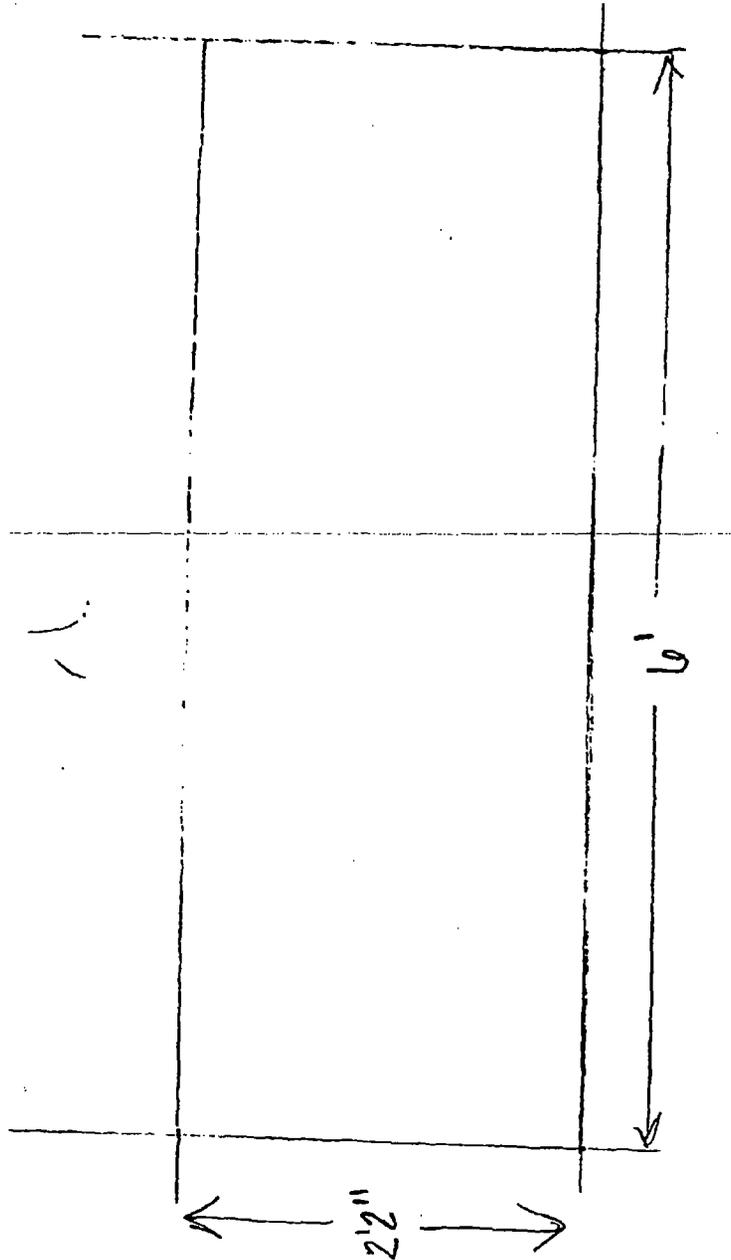
SECTION 1. Permission and authority are hereby given and granted to The Market Place Foodstore, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) kiosk on the public right-of-way adjacent to its premises known as 521 West Diversey Parkway. Said kiosk shall be four (4) feet in height and four (4) feet in width for a total of sixteen (16) square feet. Said kiosk is located two (2) feet south of West Diversey Parkway and forty-five (45) feet east of North Hampden Court. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Grantee must allow the required clearance for pedestrian passage at all times per rules and regulations approved by the Department of Transportation. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Office of Emergency Management and Communications.

(Continued on page 87844)

Ordinance associated with this drawing printed on pages 87839 and 87841 of this *Journal*.



Ordinance associated with this drawing printed on pages 87839 and 87841 of this *Journal*.



(Continued from page 87841)

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1053431 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after July 29, 2006.

[Drawing referred to in this ordinance printed
on page 87845 of this *Journal*.]

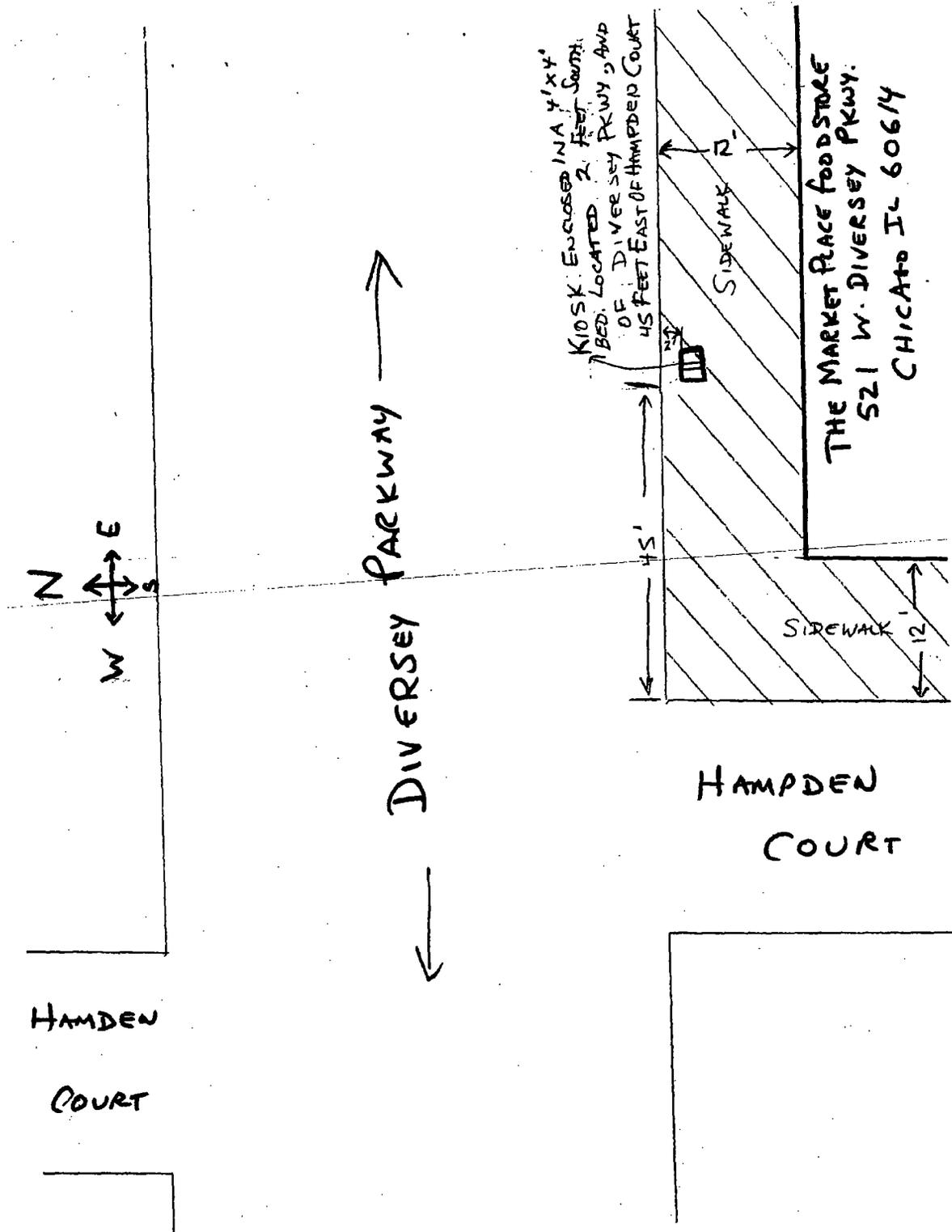
—
The Matchbox.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to The Matchbox, upon the terms and subject to the conditions of this ordinance, to maintain and use two (2) windscreens on the public right-of-way adjacent to its premises known as 770 North Milwaukee Avenue. Said windscreens shall be used during the cold season only and shall measure one (1) at three (3) feet, six (6) inches in width, three (3) feet in depth and seven (7) feet in height located along North Ogden Avenue and one (1) at three (3) feet, six (6) inches in width, two (2) feet, six (6) inches in depth and seven (7) feet in height located along North Milwaukee Avenue. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Grantee must allow the required clear and unobstructed space for pedestrian passage at all times per rules and regulations approved by the Department of Transportation. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Office of Emergency Management and Communications.

(Continued on page 87846)

Ordinance associated with this drawing printed on pages 87841 and 87844 of this Journal.



(Continued from page 87844)

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1055121 herein granted the sum of Eight Hundred and no/100 Dollars (\$800.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87847 of this *Journal*.]

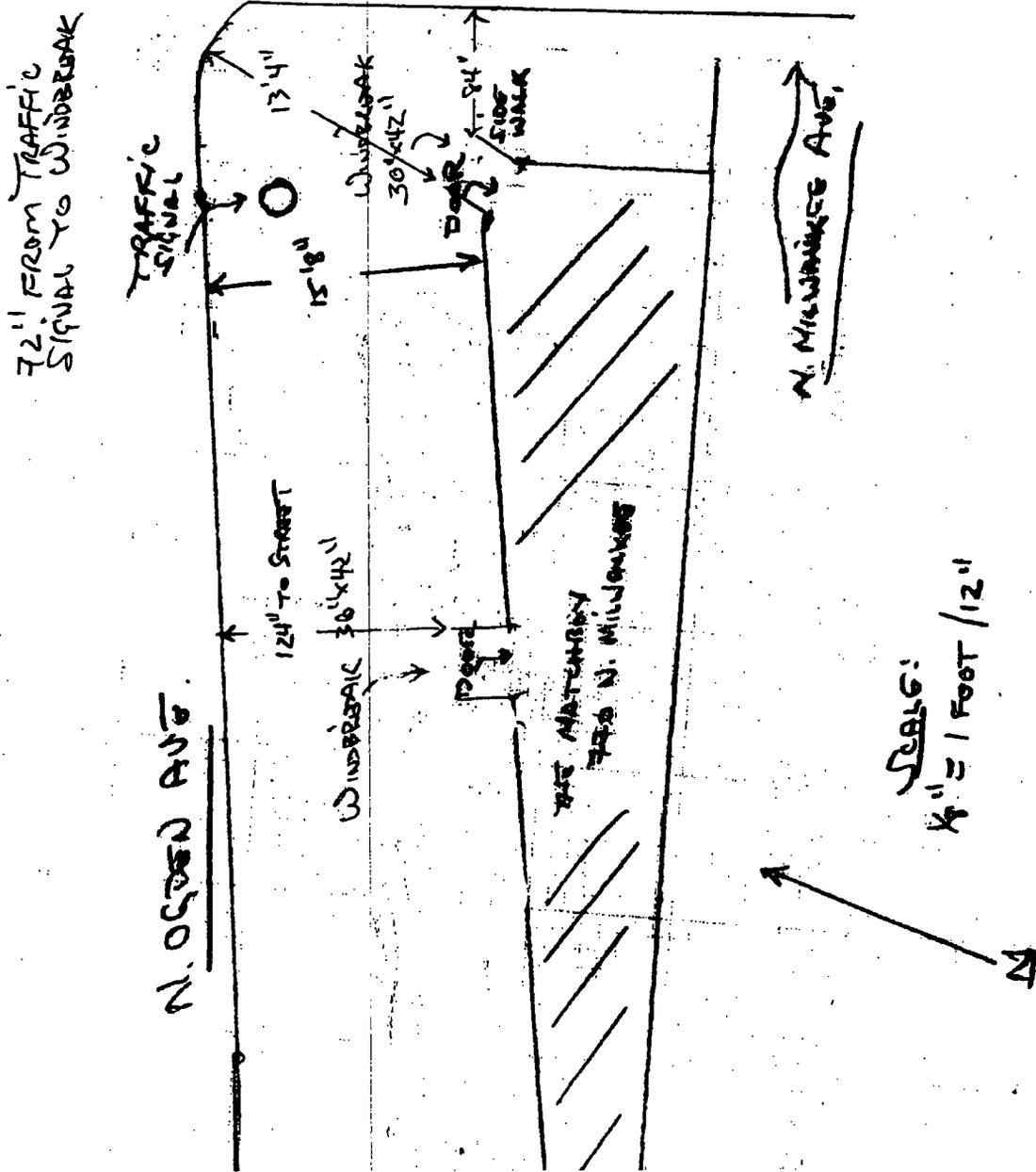
Metropolis Rotisserie.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Metropolis Rotisserie, upon the terms and subject to the conditions of this ordinance, to maintain and use two (2) banners over the public right-of-way attached to its premises known as 924 West Armitage Avenue. Said banners each shall measure three and five-tenths (3.5) feet in length, six (6) feet in height and shall be nine and five-tenths (9.5) feet above grade. Location of said banners shall be one (1) along West Armitage Avenue and one (1) along North Bissel Street. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation, the Office of Emergency Management and Communications and the Department of Planning and Development.

(Continued on page 87848)

Ordinance associated with this drawing printed on pages 87844 and 87846 of this Journal.



(Continued from page 87846)

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1054763 herein granted the sum of Two Hundred and no/100 Dollars (\$200.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87849 of this *Journal*.]

Mobile Hi-Fi Inc.

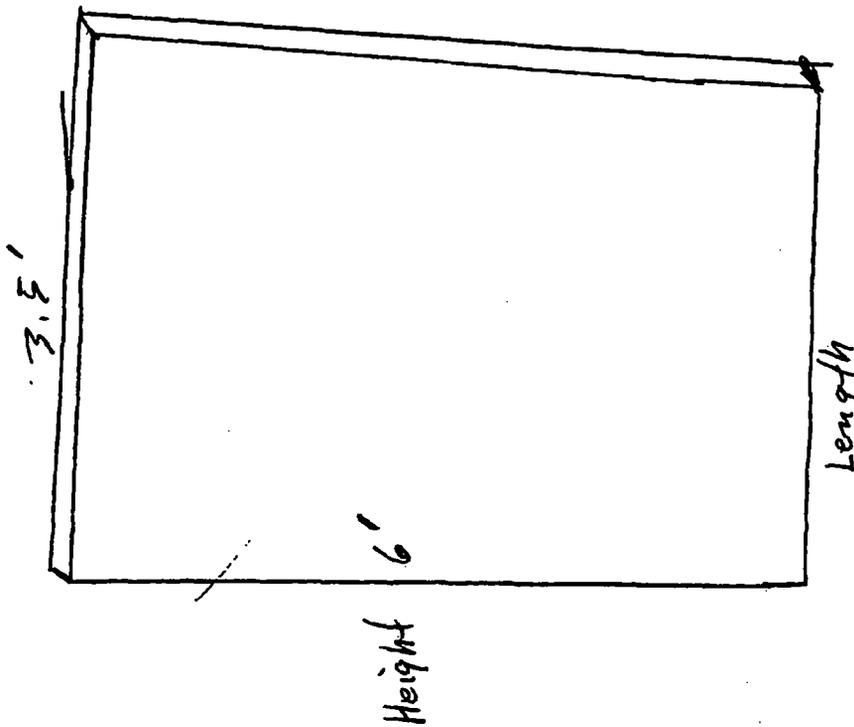
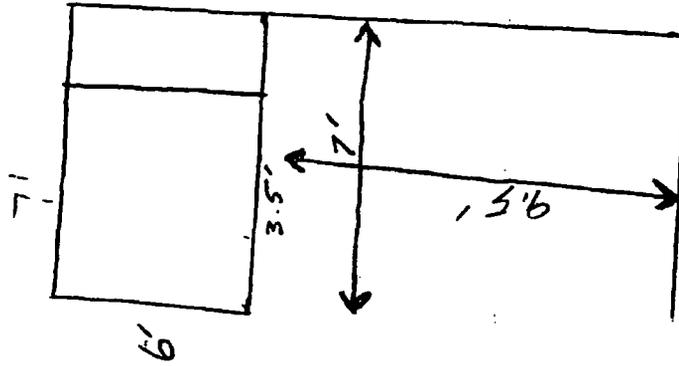
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Mobile Hi-Fi Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way adjacent to its premises known as 6300 North Lincoln Avenue. Said sign shall measure eighteen (18) feet in length and eight (8) feet in height for a total of one hundred forty-four (144) square feet and shall be thirteen (13) feet above grade. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

(Continued on page 87850)

Ordinance associated with this drawing printed on pages 87846 and 87848 of this *Journal*.



924 W Armitage
Sign

(Continued from page 87848)

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1053916 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87851 of this *Journal*.]

Nail Pro.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Nail Pro, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) sign projecting over the public right-of-way adjacent to its premises known as 188 West Madison Street. Said sign shall be four and one-tenth (4.1) feet in length and two (2) feet in width for a total of eight and two-tenths (8.2) square feet and ten (10) feet above grade. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed according to plans and specifications approved by the Department of Transportation.

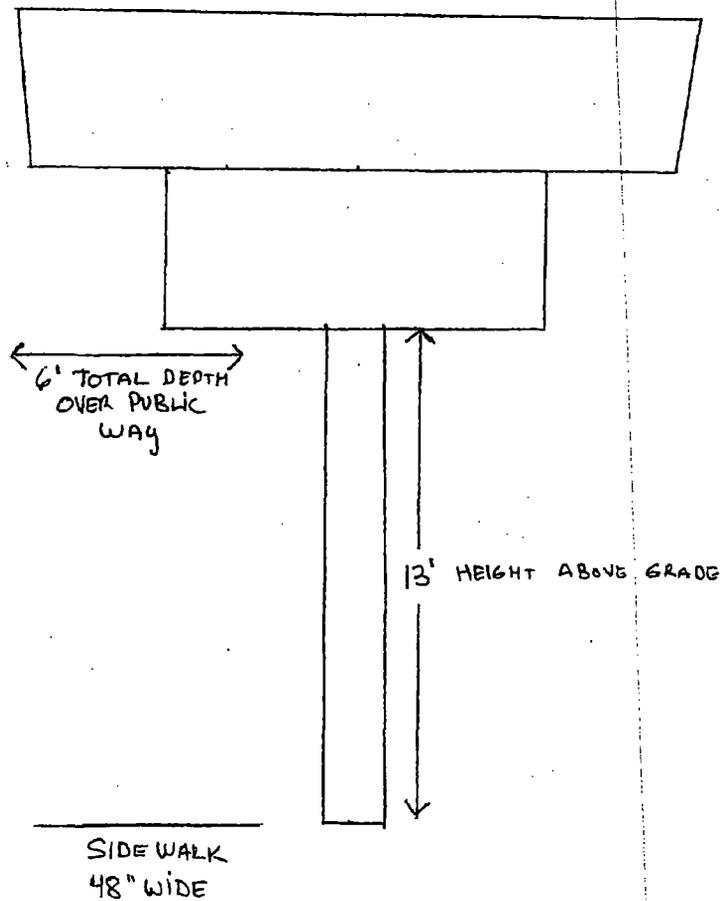
This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1054684 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

(Continued on page 87852)

Ordinance associated with this drawing printed
on pages 87848 and 87850 of this *Journal*.

FREE STANDING POLE SIGN
6300 N. LINCOLN AVE



(Continued from page 87850)

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance
unavailable at time of printing.]

Naples Pizzeria.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Naples Pizzeria, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way adjacent to its premises known as 4300 South Western Avenue. Said sign shall be eight and five-tenths (8.5) feet in length and four and four-tenths (4.4) feet in width for a total of thirty-seven and four-tenths (37.4) square feet and ten (10) feet above grade. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1055165 herein granted the sum of Three and no/100 Dollars (\$300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87853 of this *Journal*.]

Ordinance associated with this drawing printed
on page 87852 of this *Journal*.



Nicks Pit Stop.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Nicks Pit Stop, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) sign projecting over the public right-of-way adjacent to its premises known as 2011 North Damen Avenue. Said sign shall measure three (3) feet in length and three (3) feet in height for a total of nine (9) square feet and shall be twelve (12) feet above grade. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1053889 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87855 of this *Journal*.]

Northern Trust Co.

Be It Ordained by the City Council of the City of Chicago:

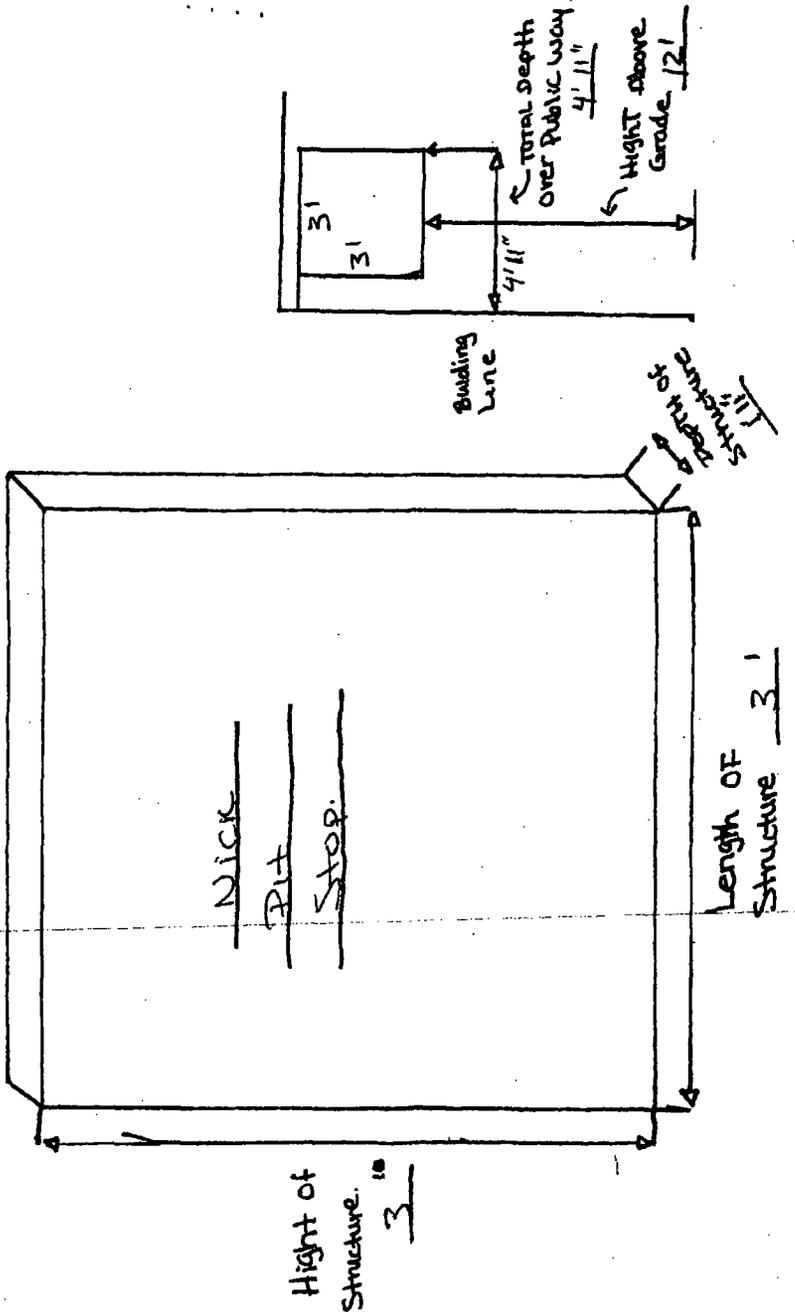
SECTION 1. Permission and authority are hereby given and granted to Northern Trust Co., upon the terms and subject to the conditions of this ordinance, to

(Continued on page 87856)

Ordinance associated with this drawing printed on page 87854 of this Journal.

Sign Drawing

2011 N. Damen, Chicago, IL 60647



(Continued on page 87854)

maintain and use, as now constructed, nine (9) bollards on the public right-of-way adjacent to its premises known as 801 South Clinton Street. Said bollards shall be two (2) feet in length and two (2) feet in width for a total of four (4) square feet. Said bollards shall be constructed in accordance with plans and specifications approved by the Department of Transportation. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1052523 herein granted the sum of Six Hundred Seventy-five and no/100 Dollars (\$675.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after June 14, 2006.

[Drawing referred to in this ordinance
unavailable at time of printing.]

North Park Condominium Association.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to North Park Condominium Association, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, fifteen (15) existing planters on the public right-of-way adjacent to its premises known as 1701 North North Park Avenue. Said planters shall be described as follows:

Along North North Park Avenue shall be eight (8) planters. Each planter shall measure eight (8) feet in length and five (5) feet in width. Planters shall have a height of twelve (12) inches.

Along West Eugenie Street shall be three (3) planters. Each planter shall be eight (8) feet in length and five (5) feet in width. Planters shall have a height of twelve (12) inches.

Along West St. Paul Avenue shall be four (4) planters. Each planter shall measure eight (8) feet in length and five (5) feet in width. Planters shall have a height of twelve (12) inches.

Grantee must allow at least six (6) feet of clear and unobstructed space for pedestrian passage at all times. Planters have been constructed in accordance with plans and specifications approved by the Department of Transportation and the Department of Planning and Development. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1052350 herein granted the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance.

Authority herein given and granted for a period of five (5) years from and after March 28, 2006.

[Drawing referred to in this ordinance printed
on page 87858 of this *Journal*.]

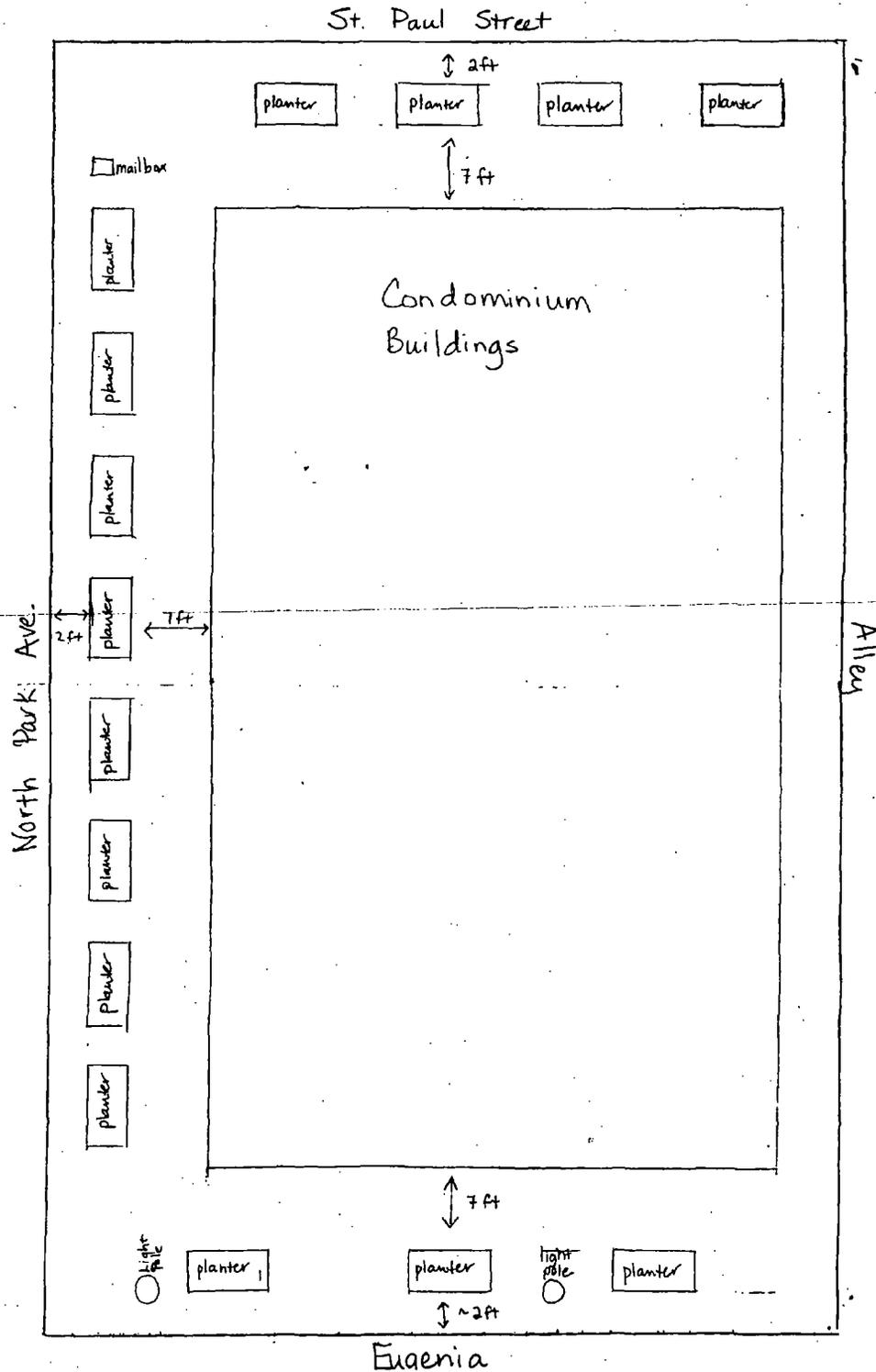
O'Flaherty Builders, Inc.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to O'Flaherty Builders, Inc., upon the terms and subject to the conditions of this

(Continued on page 87859)

Ordinance associated with this drawing printed on pages 87856 and 87857 of this *Journal*.



(Continued from page 87857)

ordinance, to construct, install, maintain and use nine (9) balconies projecting over the public right-of-way attached to its premises known as 4616 -- 4620 North Kenmore Avenue. Said balconies shall measure three (3) at five (5) feet, four (4) inches in depth and eight (8) feet in width located along North Kenmore Avenue, four (4) at five (5) feet, four (4) inches in depth and eight (8) feet in width located along North Winthrop Avenue and two (2) at five (5) feet, four (4) inches in depth and eight (8) feet in width located along public alley. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation, the Office of Emergency Management and Communications and the Department of Planning and Development.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1052929 herein granted the sum of Six Hundred Seventy-five and no/100 Dollars (\$675.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87860 of this *Journal*.]

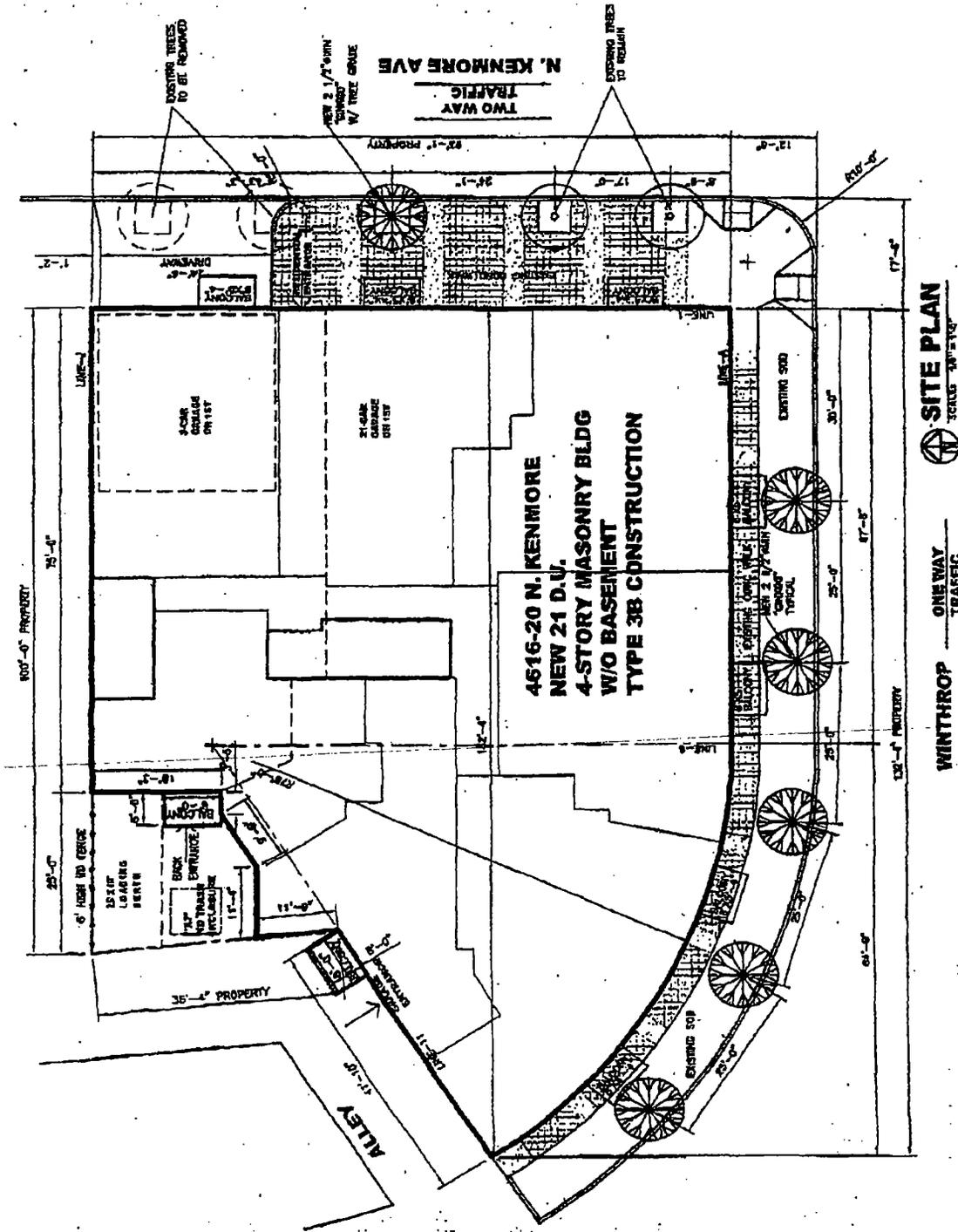
One North Dearborn Properties, L.L.C.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to One North Dearborn Properties, L.L.C., upon the terms and subject to the conditions of

(Continued on page 87861)

Ordinance associated with this drawing printed on pages 87857 and 87859 of this Journal.



SITE PLAN
SCALE: 1/8" = 1'-0"

WINTHROP ONEWAY TRAFFIC

(Continued from page 87859)

this ordinance, to maintain and use, as now constructed, vaults under the public right-of-way adjacent to its premises known as 1 North Dearborn Street. Said vaulted space is located on the State Street side of the property at 4 North State Street. Vaults are three (3) levels beneath grade:

Level Number 1 is used for retail space and is one hundred four (104) feet in length and twenty-two (22) feet in width for a total of two thousand two hundred eighty-eight (2,288) square feet.

Level Number 2 is used for storage and is one hundred four (104) feet in length and twenty-two (22) feet in width for a total of two thousand two hundred eighty-eight (2,288) square feet.

Level Number 3 is used for utilities and is eighty (80) feet in length and twenty-two (22) feet in width for a total of one thousand seven hundred sixty (1,760) square feet.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

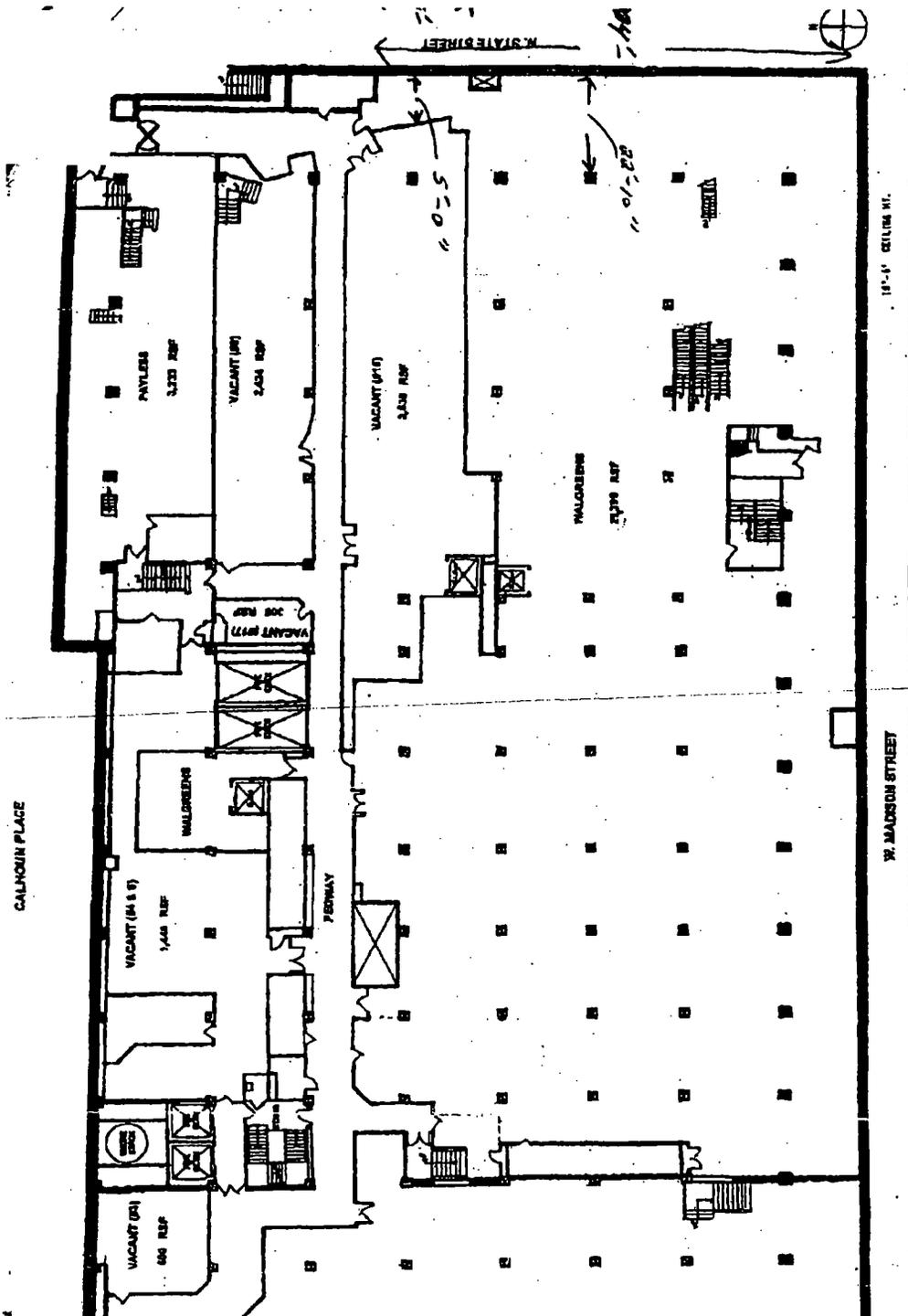
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1054837 herein granted the sum of Seven Thousand Six Hundred Eighty-eight and no/100 Dollars (\$7,688.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after July 10, 2006.

[Drawing referred to in this ordinance printed
on page 87862 of this *Journal*.]

Ordinance associated with this drawing printed on pages 87859 and 87861 of this *Journal*.



One North Dearborn Trust.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to One North Dearborn Trust, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, an existing structural projection over the public right-of-way adjacent to its premises known as 1 North Dearborn Street. Said decorative structural projection shall measure approximately seventy-one (71) feet in length and six (6) feet in width. Decorative structural projection shall be projected out over the public way along North Dearborn Street fourteen (14) feet above grade. Structural projection has been constructed in accordance with plans and specifications approved by the Department of Transportation. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1052797 herein granted the sum of Two Thousand Three Hundred Ten and no/100 Dollars (\$2,310.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after March 7, 2006.

[Drawing referred to in this ordinance printed
on page 87864 of this *Journal*.]

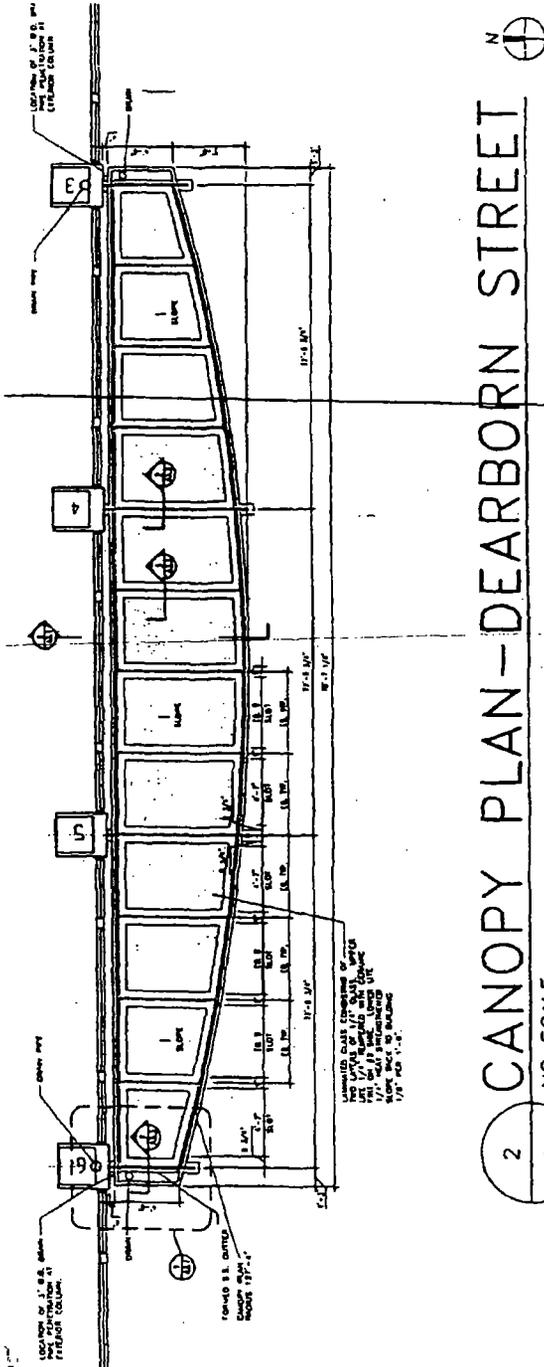
On The Route Bicycles.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to On The Route Bicycles, upon the terms and subject to the conditions of this ordinance, to

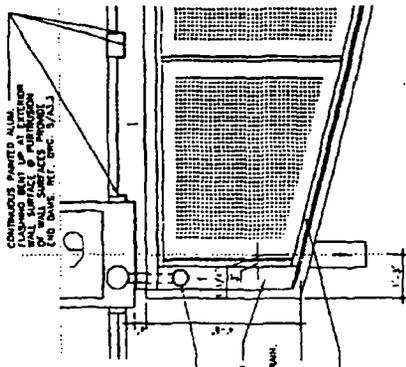
(Continued on page 87865)

Ordinance associated with this drawing printed on page 87863 of this Journal.



2 CANOPY PLAN - DEARBORN STREET

A3.1 NO SCALE



7 PLAN

A3.1 NO SCALE

(Continued from page 87863)

maintain and use one (1) sign projecting over the public right-of-way adjacent to its premises known as 3162 North Lincoln Avenue. Said sign shall be seven and six-tenths (7.6) feet in length and four and five-tenths (4.5) feet in width for a total of thirty-four and two-tenths (34.2) square feet and ten (10) feet above grade. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1055080 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87866 of this *Journal*.]

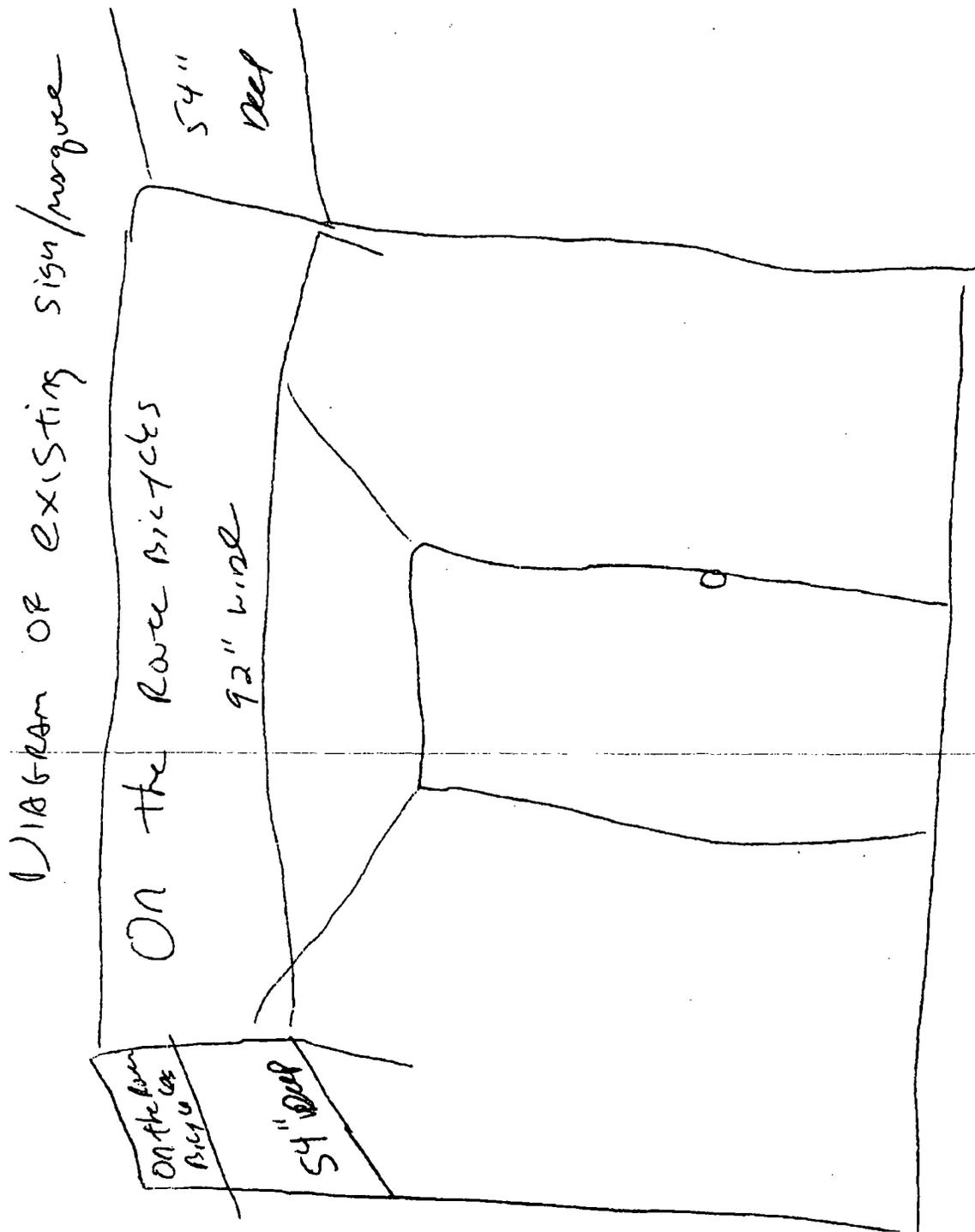
—
The Original Scoops Chicago Inc.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to The Original Scoops Chicago Inc., upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) sign projecting over the public right-of-way adjacent to its premises known as 608 West 31st Street. Said

(Continued on page 87867)

Ordinance associated with this drawing printed on pages 87863 and 87865 of this Journal.



(Continued from page 87865)

sign shall be seventeen (17) feet in length and three (3) feet in width for a total of fifty-one (51) square feet. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1053692 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87868 of this *Journal*.]

Parkside On Clarendon Condominium Association.

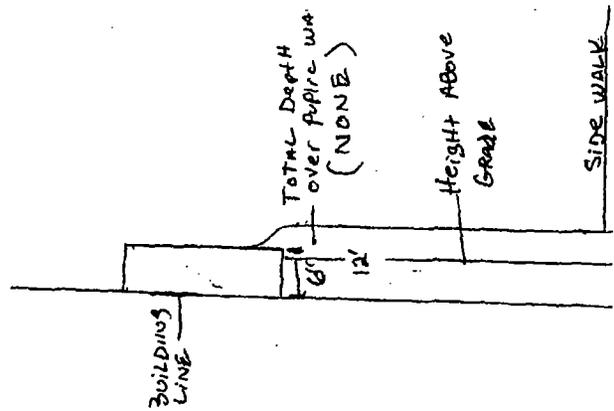
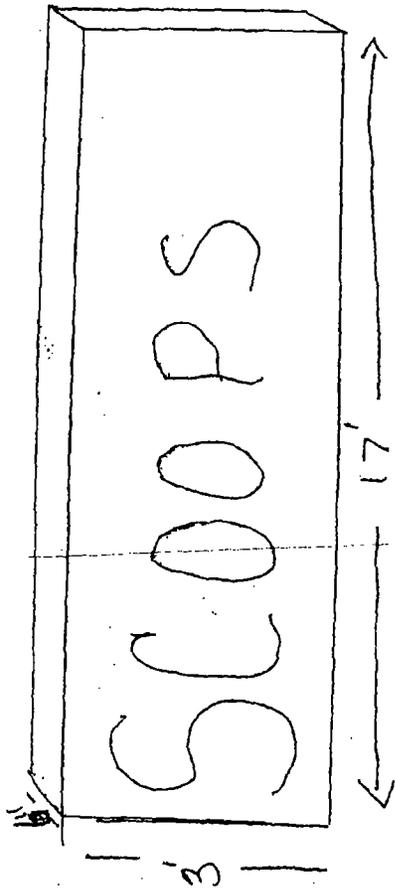
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Parkside on Clarendon Condominium Association, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use five (5) tree grates in the public right-of-way adjacent to its premises known as 4162 -- 4164 North Clarendon Avenue. Said tree grates shall measure two (2) at three (3) feet in length and three (3) feet in width located along West Belle Plaine Avenue

(Continued on page 87869)

Ordinance associated with this drawing printed on pages 87865 and 87867 of this Journal.

Original Scoops Chicago
608 w 31st



(Continued from page 87867)

and three (3) at three (3) feet in length and three (3) feet in width located along North Clarendon Avenue. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation, the Office of Emergency Management and Communications and the Department of Planning and Development.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1053015 herein granted the sum of Three Hundred Seventy-five and no/100 Dollars (\$375.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87870 of this *Journal*.]

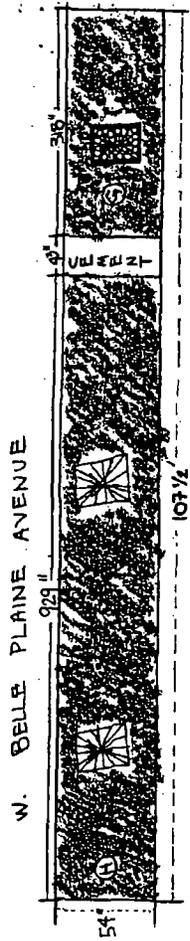
Paul Moor, L.L.C.
(Balconies)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Paul Moor, L.L.C., upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use six (6) balconies over the public right-of-way adjacent to its premises known as 1250 North Paulina Street. Three (3) balconies

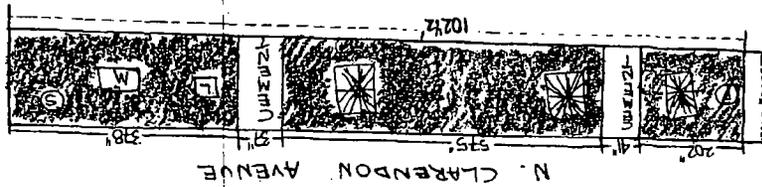
(Continued on page 87871)

Ordinance associated with this drawing printed on pages 87867 and 87869 of this Journal.



Sketch of proposed use of the public way

PARKSIDE ON CLARENDON



- ⊙ = No Parking Sign
- ⊕ = Hydrant
- ⊙ = Gas
- ⊕ = STOP sign
- ⊕ = Manhole
- ⊕ = Lamp post
- ↓ = Tree

- ⊕ = Tree Grate
- ⊕ = Wood Frame with gravel
- ⊕ = Brickwork

(Continued from page 87869)

shall measure six (6) feet, nine (9) inches in length and two (2) feet in width and shall be a minimum of twelve (12) feet, three (3) inches above grade along North Paulina Street. Three (3) balconies shall measure eighteen (18) feet, eleven (11) inches in length and two (2) feet in width and shall be a minimum of twelve (12) feet, three (3) inches above grade along North Paulina Street. Balconies shall be constructed in accordance with plans and specifications approved by the Department of Transportation, the Office of Emergency Management and Communications and the Department of Planning and Development. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1052951 herein granted the sum of Four Hundred Fifty and no/100 Dollars (\$450.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87872 of this *Journal*.]

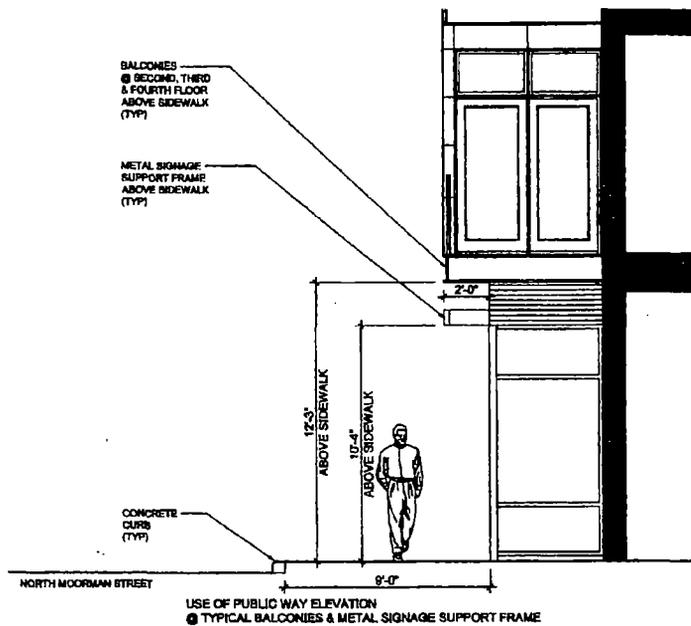
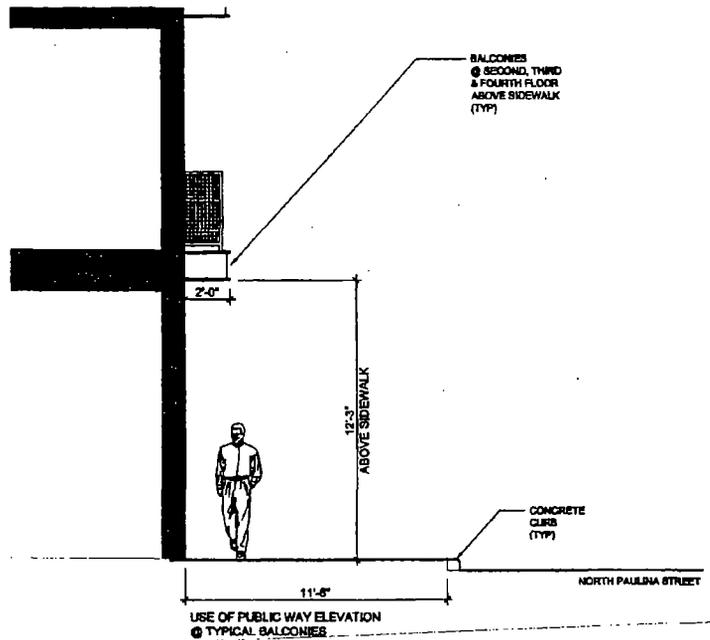
Paul Moor, L.L.C.
(Planter Box)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Paul Moor, L.L.C., upon the terms and subject to the conditions of this ordinance, to

(Continued on page 87873)

Ordinance associated with this drawing printed on pages 87869 and 87871 of this *Journal*.



USE OF PUBLIC WAY
ELEVATIONS.



(Continued from page 87871)

construct, install, maintain and use one (1) planter box on the public right-of-way for beautification purposes adjacent to its premises known as 1250 North Paulina Street. Said planter box shall be twenty-two (22) feet in length and three (3) feet in width for a total of sixty-six (66) square feet. Grantee must allow at least six (6) feet of clear and unobstructed space for pedestrian passage at all times. Planter box shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Department of Planning and Development. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1052947 herein granted the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87874 of this *Journal*.]

Payless Shoe Source Number 1462.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Payless Shoe Source Number 1462, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way adjacent to its premises known as 3446 -- 3450 West 26th Street. Said sign shall be ten (10) feet in length and seven (7) feet in width for a total of seventy (70) square feet and ten (10) feet above grade. The location of said privilege shall be as shown

(Continued on page 87875)

(Continued from page 87873)

on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1055065 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87876 of this *Journal*.]

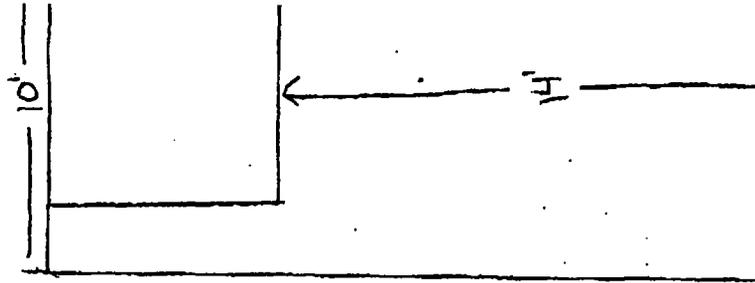
Peerless Imported Rugs Inc.

Be It Ordained by the City Council of the City of Chicago:

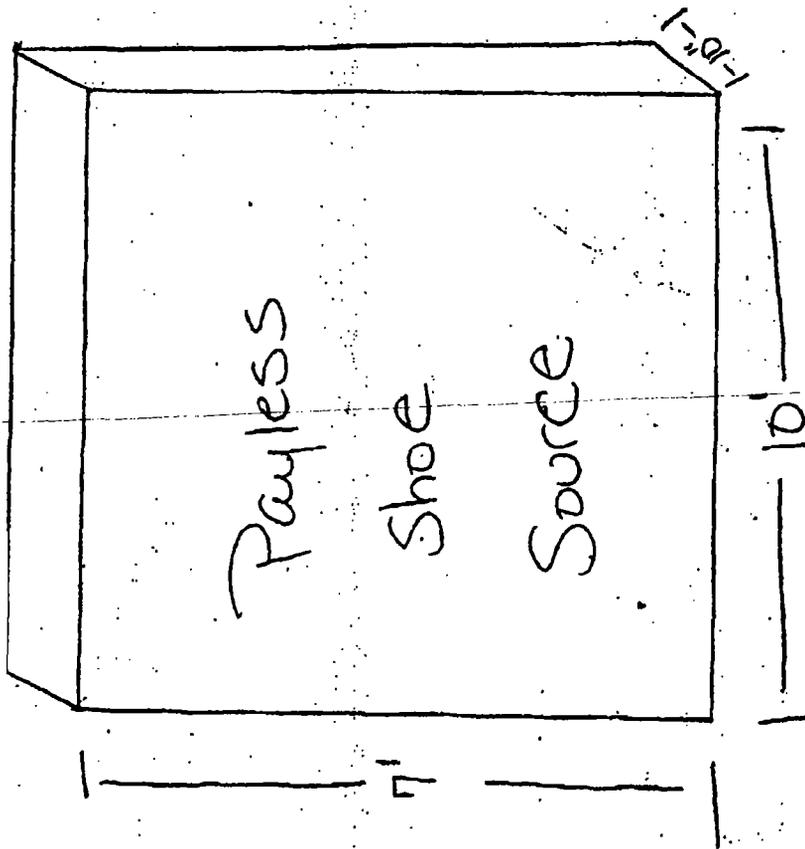
SECTION 1. Permission and authority are hereby given and granted to Peerless Imported Rugs Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use, as now installed, a low voltage cable connecting second (2nd) floor levels of buildings located at 3030 North Lincoln Avenue and 3035 North Lincoln Avenue, running in an east/west direction for approximately sixty-six (66) linear feet, twenty-four (24) feet above street level and one (1) inch in width. Cable has been constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

(Continued on page 87877)

Ordinance associated with this drawing printed on pages 87873 and 87875 of this Journal.



3450 W. 26th Street



(Continued from page 87875)

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1054019 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after December 23, 2005.

[Drawing referred to in this ordinance printed
on page 87878 of this *Journal*.]

—
People.

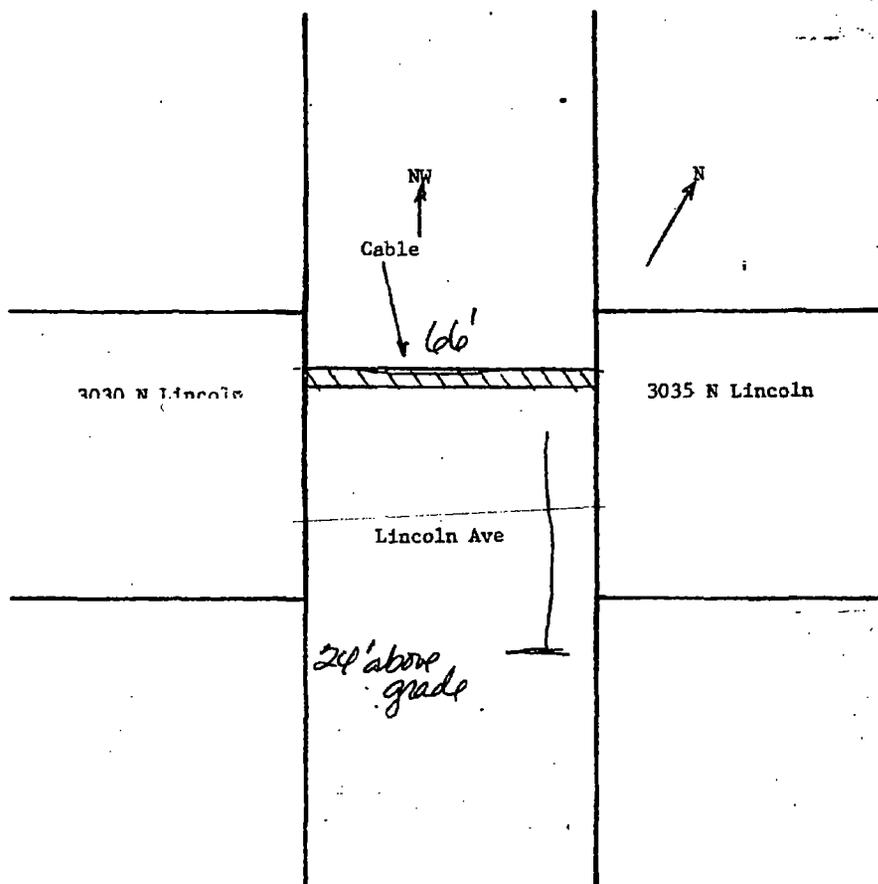
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to People, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) windscreen on the public right-of-way adjacent to its premises known as 1560 North Milwaukee Avenue. Said windscreen shall measure seventy-two (72) inches in width, twenty (20) inches in depth and one hundred twenty-six (126) inches. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Grantee must allow the required clear and unobstructed space for pedestrian passage at all times per rules and regulations approved by the Department of Transportation. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

(Continued on page 87879)

Ordinance associated with this drawing printed on pages 87875 and 87877 of this *Journal*.



(Continued from page 87877)

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1054963 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87880 of this *Journal*.]

Personal Liquors Inc.

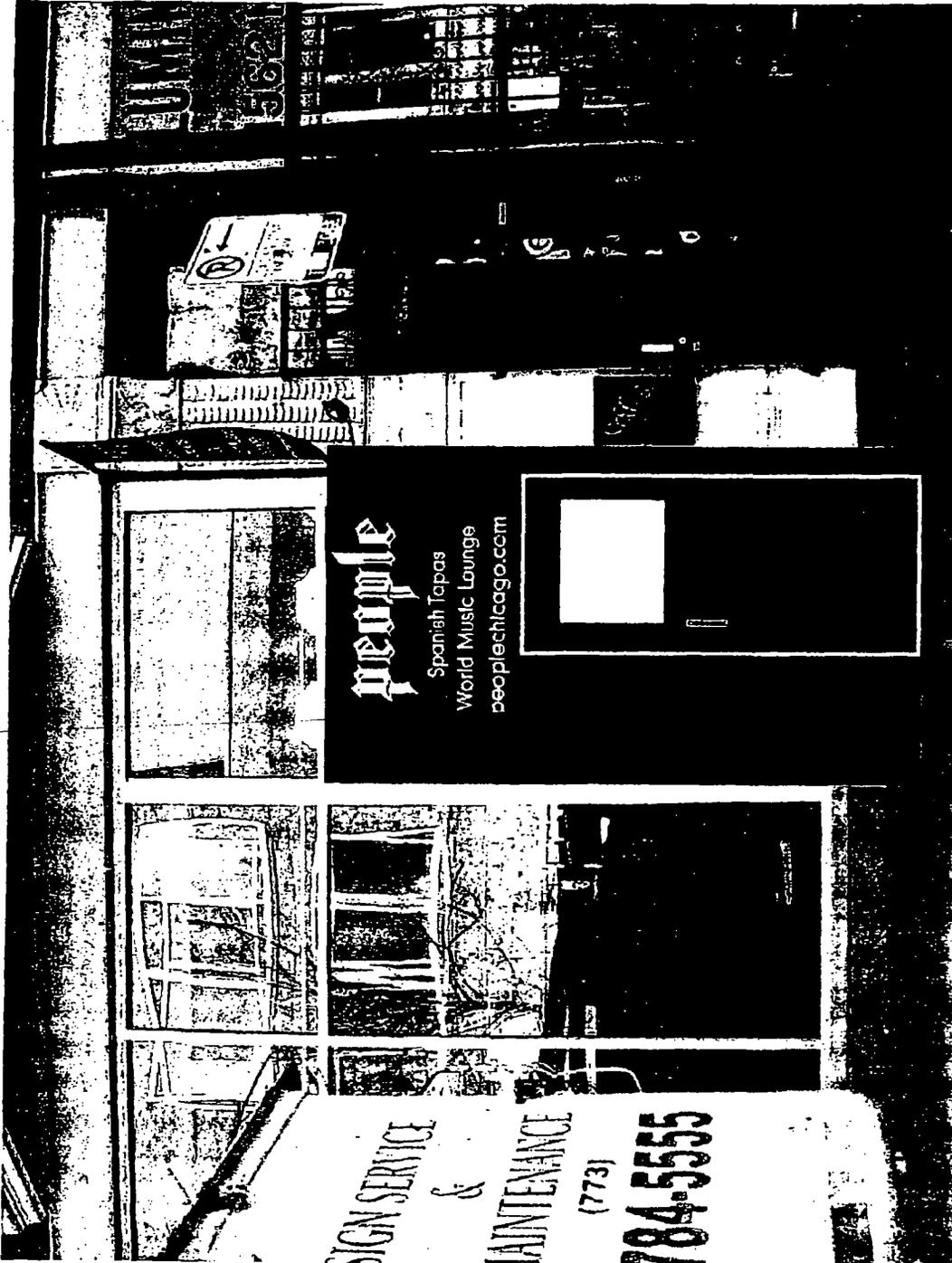
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Personal Liquors Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) existing vault under the public right-of-way adjacent to its premises known as 4241 West Chicago Avenue. Said vaulted space shall be located beneath the public sidewalk along West Chicago Avenue and shall measure ten (10) feet in length and ten (10) feet in width for a total of one hundred (100) square feet. Said vaulted space is used for storing the water meter and water pipes for the building and existing commercial stores. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

(Continued on page 87881)

Ordinance associated with this drawing printed on pages 87877 and 87879 of this *Journal*.



72" wide x 126" tall
20" over curbside walk

(Continued from page 87879)

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1054224 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87882 of this *Journal*.]

PHD Electronics Inc.
(Security Camera)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to PHD Electronics Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) existing security camera projecting over the public right-of-way adjacent to its premises known as 3144 -- 3148 West Cermak Road. Said security camera shall be located at the building entrance and shall measure seventeen (17) inches in length and four (4) inches in width and shall be nine (9) feet, ten (10) inches above grade. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation, the Office of Emergency Management and Communications and the Department of Planning and Development.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

(Continued on page 87883)

(Continued from page 87881)

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1054965 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87884 of this *Journal*.]

—
PHD Electronics Inc.
(Sign)

Be It Ordained by the City Council of the City of Chicago:

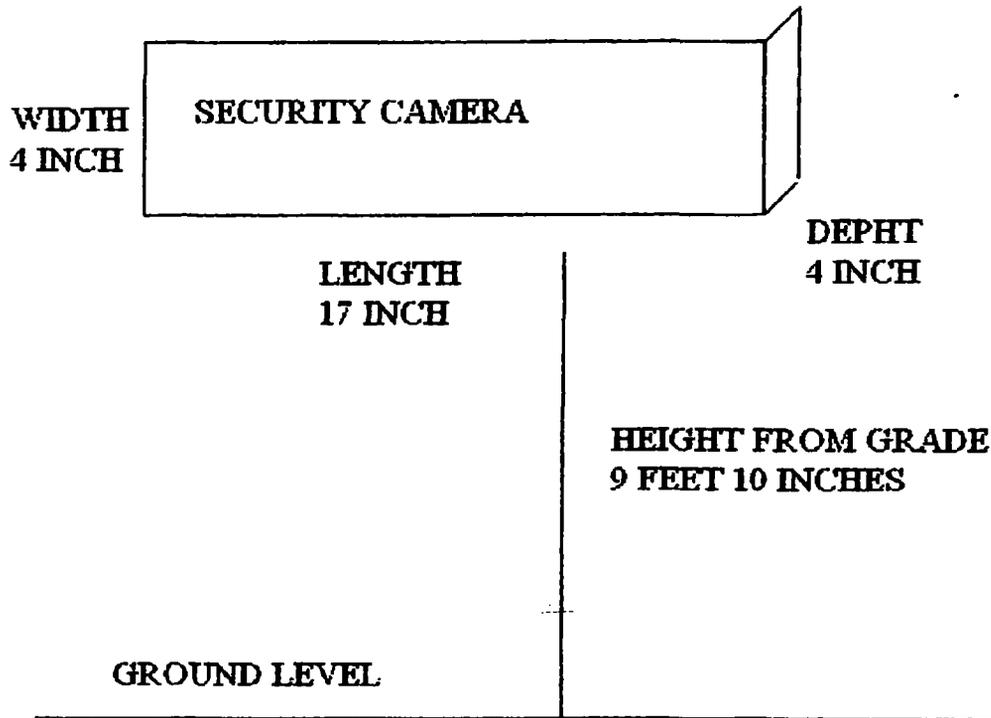
SECTION 1. Permission and authority are hereby given and granted to PHD Electronics Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way adjacent to its premises known as 3148 West Cermak Road. Said sign shall be eight (8) feet in length and four and four-tenths (4.4) feet in height and shall be seventeen (17) feet above grade. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1054867 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

(Continued on page 87885)

Ordinance associated with this drawing printed on pages 87881 and 87883 of this *Journal*.



(Continued from page 87883)

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87886 of this *Journal*.]

Pic & Pay.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Pic & Pay, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way adjacent to its premises known as 4912 West Madison Street. Said sign shall be five (5) feet in length and four (4) feet in width for a total of twenty (20) square feet and ten (10) feet from grade. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be in accordance with plans and specifications approved by the Department of Transportation.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1054555 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date

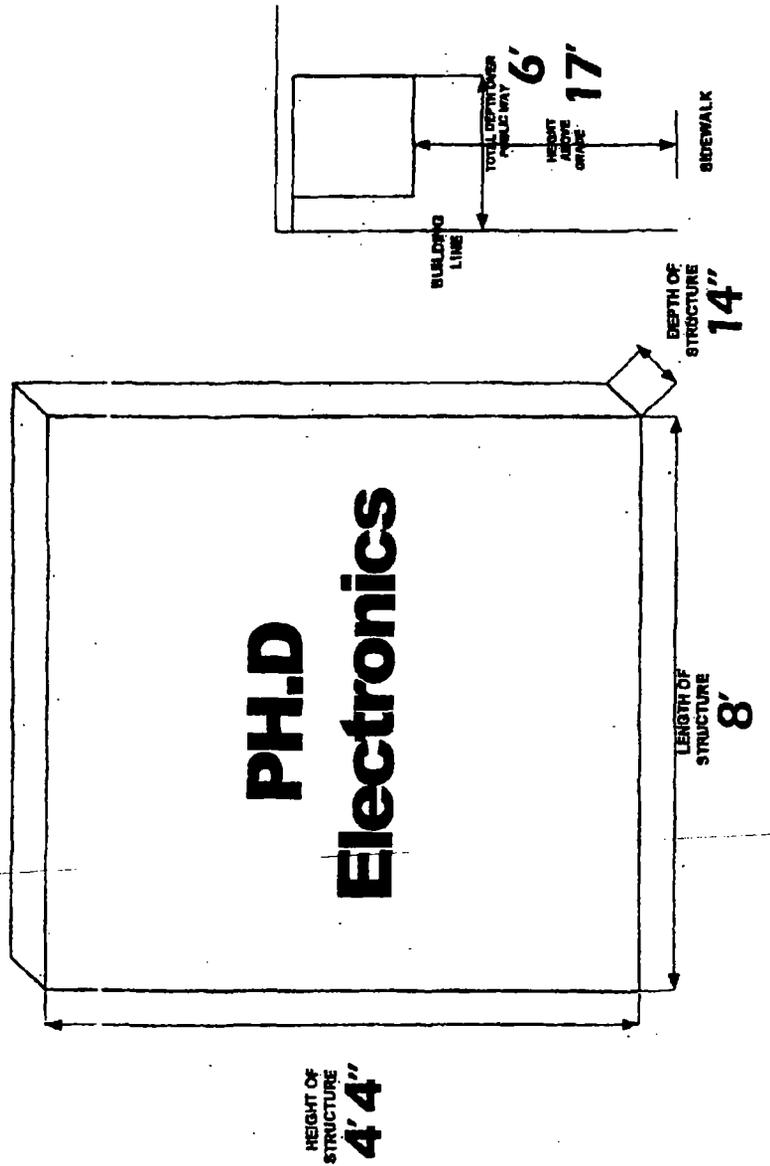
Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87887 of this *Journal*.]

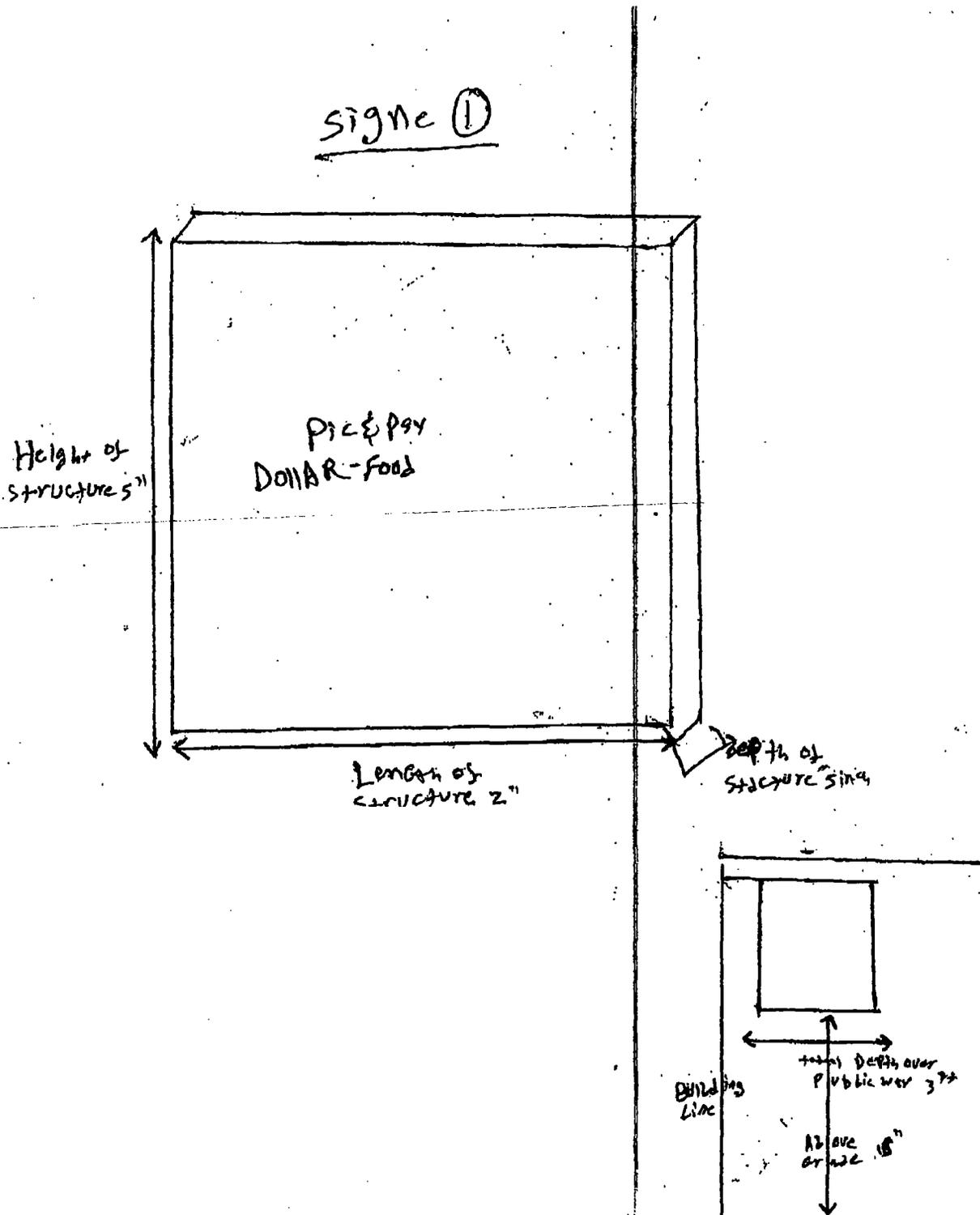
Ordinance associated with this drawing printed on pages 87883 and 87885 of this *Journal*.

EXAMPLE OF SIGN DRAWING.

3148 W Cermak Rd.



Ordinance associated with this drawing printed on page 87885 of this Journal.



Picante Taqueria.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Picante Taqueria, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way adjacent to its premises known as 2016½ West Division Street. Said sign shall measure four (4) feet in length and six (6) feet in height for a total of twenty-four (24) square feet and shall be eight (8) feet, one (1) inch above grade. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1050411 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87889 of this *Journal*.]

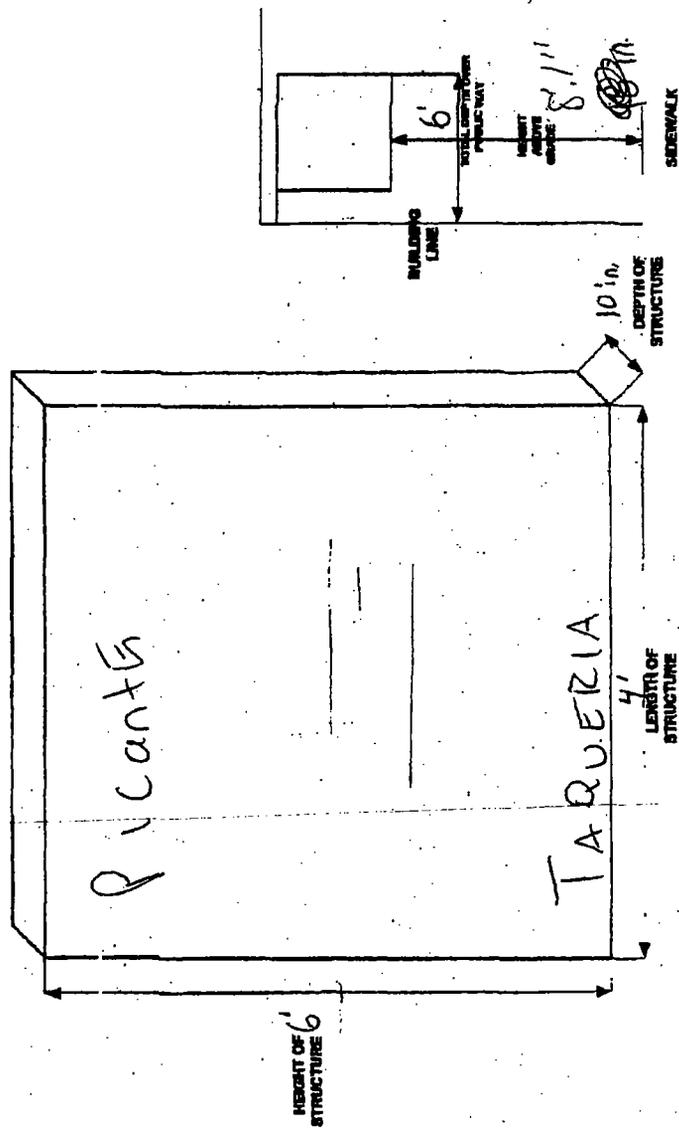
Pilsen Lofts.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Pilsen Lofts, upon the terms and subject to the conditions of this ordinance, to construct,

(Continued on page 87890)

Ordinance associated with this drawing printed on page 87888 of this *Journal*.



(Continued from page 87888)

install, maintain and use two (2) balconies projecting over the public right-of-way adjacent to its premises known as 1061 West 16th Street. Said balconies shall be described as follows:

Along West 16th Street, said balcony shall measure twenty-four (24) feet in length and five (5) feet in width.

Along South Carpenter Street, said balcony shall measure eighteen (18) feet, three (3) inches in length and five (5) feet in width.

Balconies shall be located on the second (2nd) and third (3rd) floors. Balconies shall be constructed in accordance with plans and specifications approved by the Department of Transportation. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

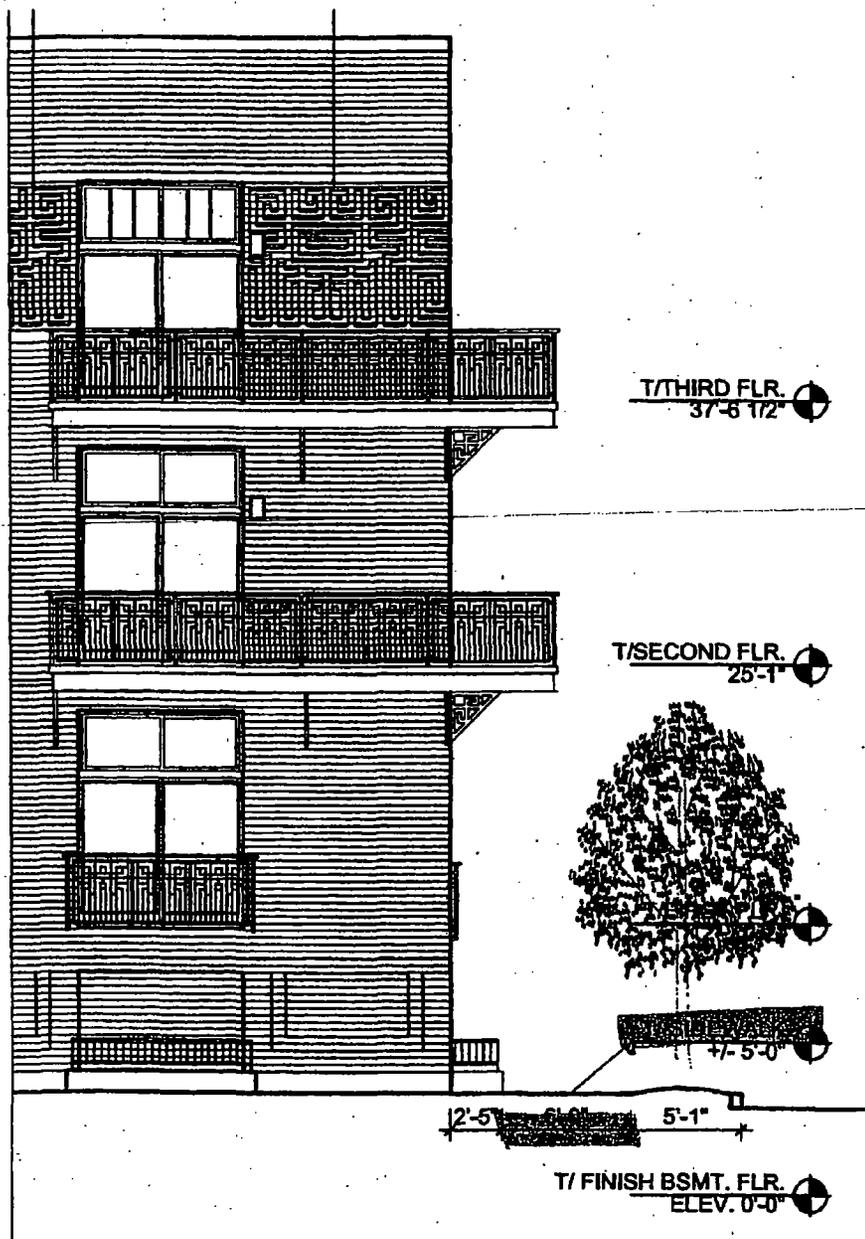
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1049792 herein granted the sum of One Hundred Fifty and no/100 Dollars (\$150.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87891 of this *Journal*.]

Ordinance associated with this drawing printed on pages 87888 and 87890 of this *Journal*.



Pilsen Lofts.
(Structural Canopy)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Pilsen Lofts, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use a structural canopy projecting over the public right-of-way adjacent to its premises known as 1061 West 16th Street. Said structural canopy shall be five (5) feet in length and nine and five-tenths (9.5) feet in width for a total of forty-seven and five-tenths (47.5) square feet. Structural metal canopy shall project over the public way along West 16th Street eleven (11) feet, one (1) inch above grade level. Structural metal canopy shall be constructed in accordance with plans and specifications approved by the Department of Transportation. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1050560 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87893 of this *Journal*.]

Pizza Rustica, Inc.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Pizza Rustica, Inc., upon the terms and subject to the conditions of this ordinance, to

(Continued on page 87894)

(Continued from page 87892)

maintain and use one (1) windscreen on the public right-of-way adjacent to its premises known as 3913 North Sheridan Road. Said windscreen shall measure four (4) feet in length, four (4) feet in depth and eight (8) feet in height. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1052272 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87895 of this *Journal*.]

Plaza Financial L.L.C.

Be It Ordained by the City Council of the City of Chicago:

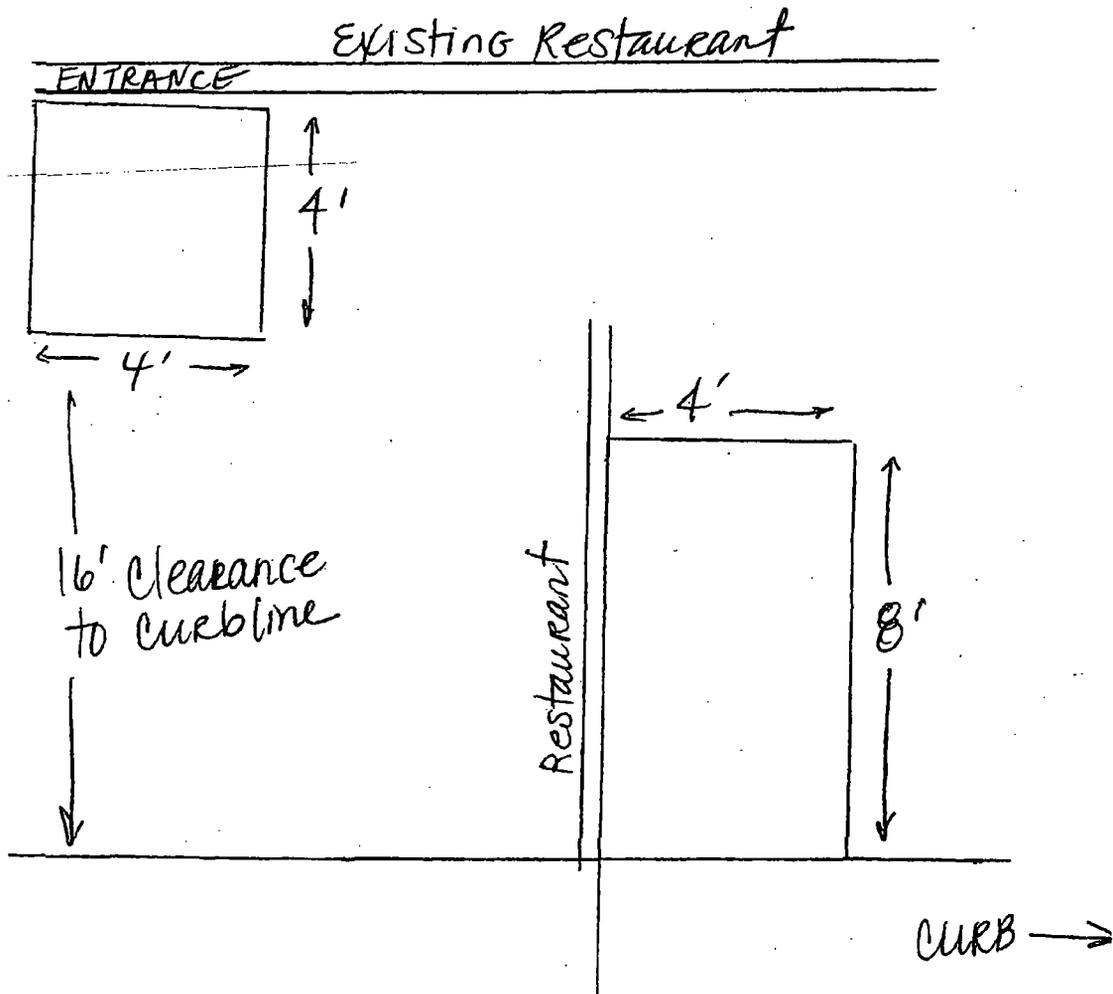
SECTION 1. Permission and authority are hereby given and granted to Plaza Financial L.L.C., upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way adjacent to its

(Continued on page 87896)

Ordinance associated with this drawing printed
on pages 87892 and 87894 of this *Journal*.

Pizza Rustica
3913 N. Sheridan

Windscreen



(Continued from page 87894)

premises known as 2837 West Armitage Avenue. Said sign shall be six (6) feet in length and six and five-tenths (6.5) feet in width for a total of thirty-nine (39) square feet and ten (10) feet above grade. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be in accordance with plans and specifications approved by the Department of Transportation.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1054694 herein granted the sum of Six Hundred and no/100 Dollars (\$600.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87897 of this *Journal*.]

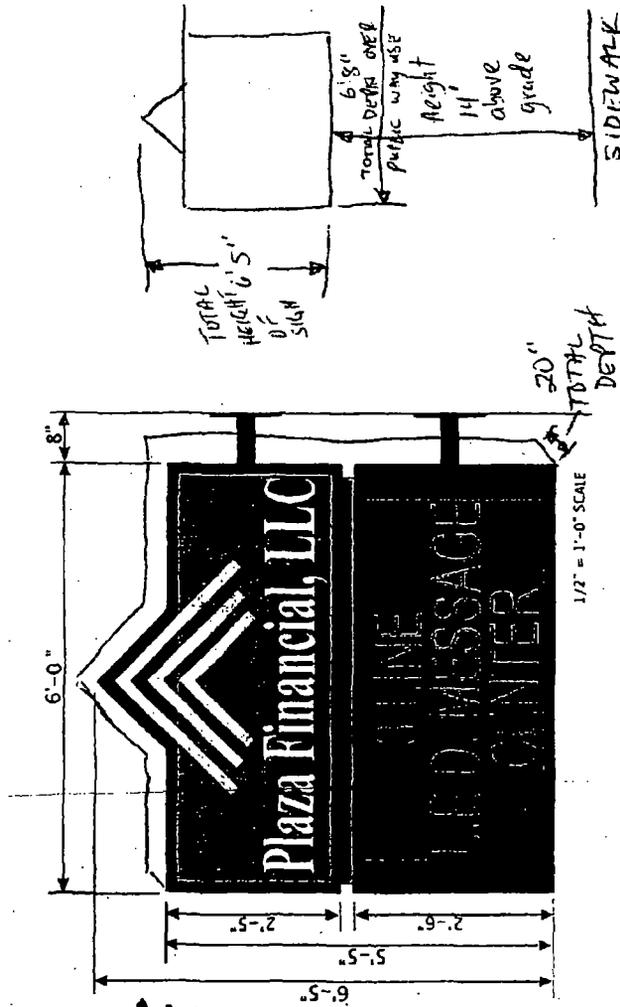
Plush-Chicago.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Plush-Chicago, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way adjacent to its premises known as 1104 West Madison Street. Said sign shall be five (5) feet in length and three (3) feet in width for a total of fifteen (15) square feet and ten (10)

(Continued on page 87898)

Ordinance associated with this drawing printed on pages 87894 and 87896 of this Journal.



2837
W. ARMITAGE

FABRICATE AND INSTALL TWO (2) TWO 30" H X 72" W SINGLE FACED 3 LINE LED MESSAGE CENTERS MOUNTED BACK TO BACK WITH ONE (1) ONE INTERNALLY ILLUMINATED DOUBLE FACED 39" H X 72" W X 20" D IRREGULAR SHAPED CABINET. LEXAN FACE(S) WITH TRANSLUCENT VINYL GRAPHICS.

MOUNT TO WALL WITH (2) 3" X 3" SQ. STEEL TUBES WITH 8" X 8" X 1/2" THK. STEEL PLATES, THRU-BOLTED TO WALL WITH THREADED ROD, FOUR PER PLATE. APPROXIMATELY 12" PROJECTION FROM WALL.

*FIELD SURVEY WALL SECTION PRIOR TO FABRICATION FOR BEST INSTALLATION METHOD AND POWER OPTIONS.

(Continued from page 87896)

feet above grade. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with the plans and specifications approved by the Department of Transportation and the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1054839 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87899 of this *Journal*.]

Potbelly Sandwich Works L.L.C.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Potbelly Sandwich Works L.L.C., upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way adjacent to its premises known as 508 North Clark Street. Said sign shall measure eighteen (18) inches in length and eleven (11) feet, six (6) inches in height and shall be thirteen (13) feet, one (1) inch above grade. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

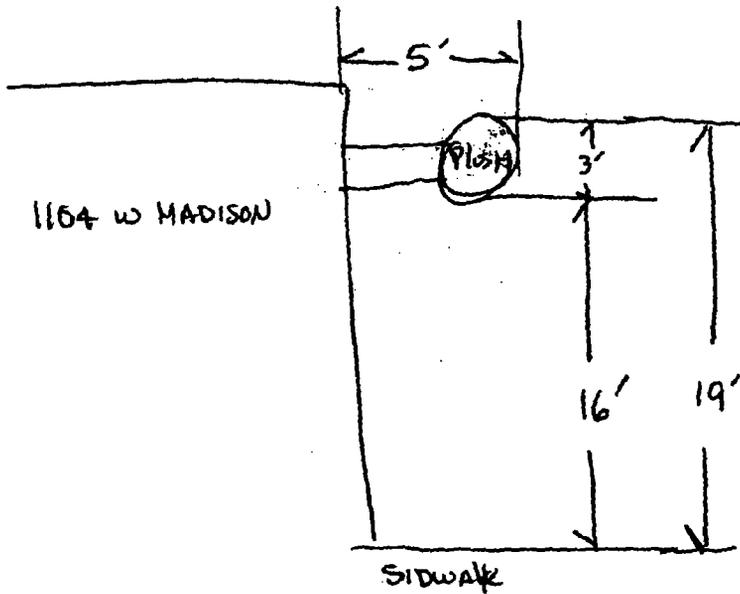
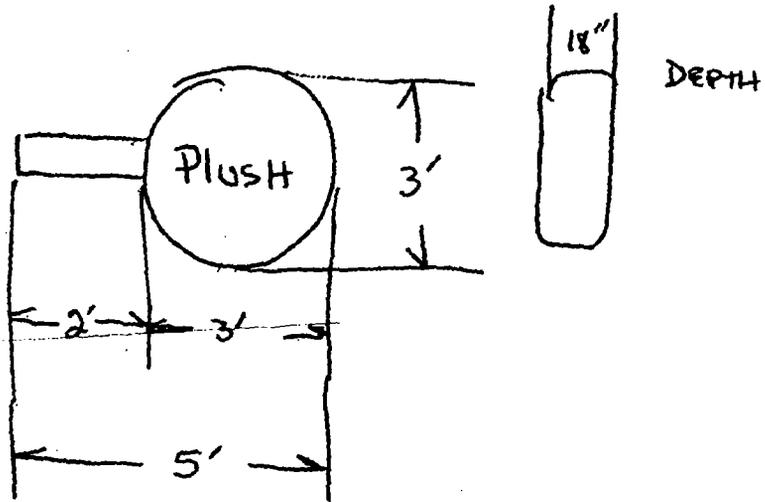
(Continued on page 87900)

10/4/2006

REPORTS OF COMMITTEES

87899

Ordinance associated with this drawing printed on pages 87896 and 87898 of this Journal.



(Continued from page 87898)

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1055146 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87901 of this *Journal*.]

Premier Metal Finishing Inc.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Premier Metal Finishing Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) manhole in the public right-of-way adjacent to its premises known as 5720 West Grand Avenue. Said manhole shall be three (3) feet in length and three (3) feet in width for a total of nine (9) square feet. The manhole has been constructed in accordance with plans and specifications approved by the Department of Transportation. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

(Continued on page 87902)

(Continued from page 87900)

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1052931 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after April 16, 2006.

[Drawing referred to in this ordinance
unavailable at time of printing.]

Prime Group Realty.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Prime Group Realty, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, an existing overhang cantilever projection and class/steel canopy adjacent to its premises known as 131 South Dearborn Street. Said cantilever projection and glass/steel canopy shall be described as follows:

West Adams Street.

A radius cantilever of the building's curtain wall extending over the public way occurring between levels three (3) and eleven (11). Cantilever shall be in two (2) sections along West Adams Street measuring as follows: Section 1 -- one hundred fifteen (115) feet in length and three (3) feet, six (6) inches in width for a total of two hundred ninety-eight (298) square feet. Section 2 -- eighty-five (85) feet in length and three (3) feet, six (6) inches in width for a total of two hundred seventeen (217) square feet.

West Marble Place.

A radius cantilever of the building's curtain wall extending over the public way occurring between levels three (3) and eleven (11). Cantilever shall be in two (2)

sections as follows: Section 1 -- eighty-six (86) feet, four (4) inches in length and one (1) foot, seven (7) inches in width for a total of ninety (90) square feet. Section 2 -- sixty-six (66) feet in length and one (1) foot, nine (9) inches in width for a total of seventy-five (75) square feet.

South Dearborn Street.

A radius cantilever of the building's curtain wall extending over the public way as follows: ninety-nine (99) feet, six (6) inches in length and one (1) foot, eight and one-half (8½) inches in width for a total of one hundred thirteen (113) square feet. Cantilever occurs between levels three (3) and thirty-seven (37).

South State Street.

Overhang cantilever of an entry glass and steel canopy measuring ninety-seven (97) feet, five (5) inches in length and four (4) feet, four (4) inches in width for a total of four hundred twenty-two (422) square feet.

Overhang cantilever projection and steel/glass canopy has been constructed in accordance with plans and specifications approved by the Department of Transportation. The location of said privilege shall be as shown on prints hereto attached, which by reference are hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

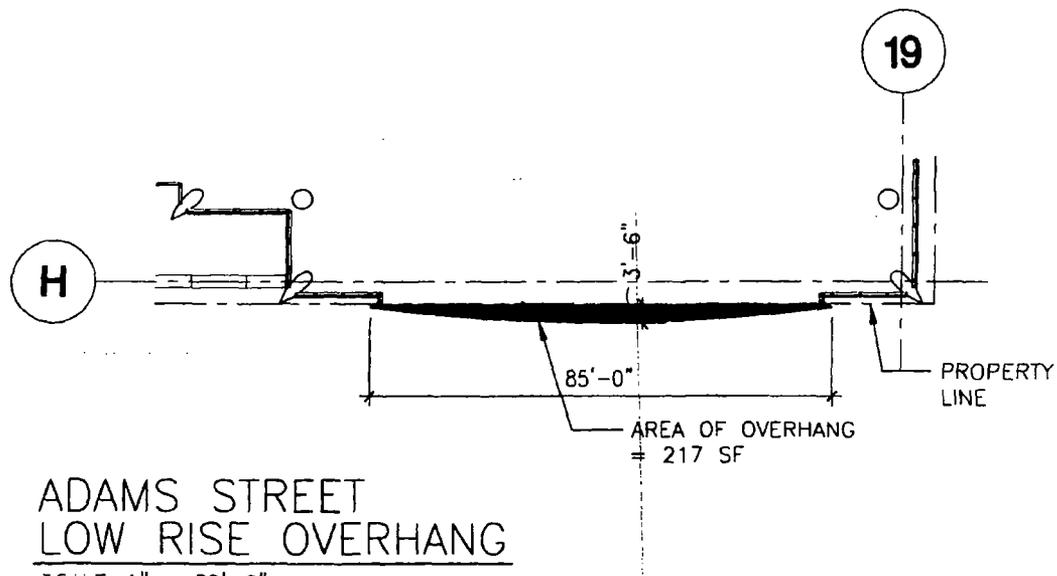
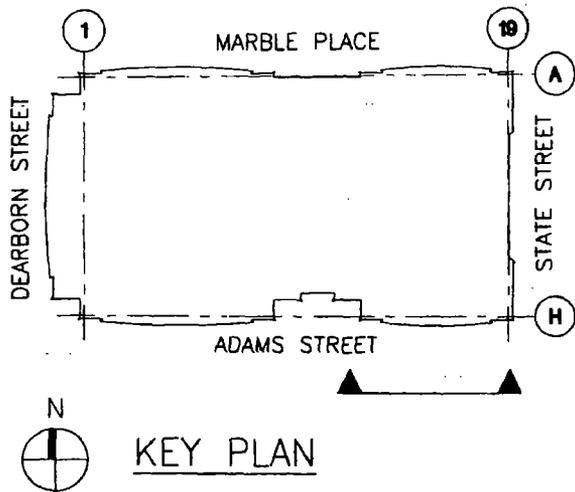
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1048801 herein granted the sum of Three Thousand Two Hundred Sixty-five and no/100 Dollars (\$3,265.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

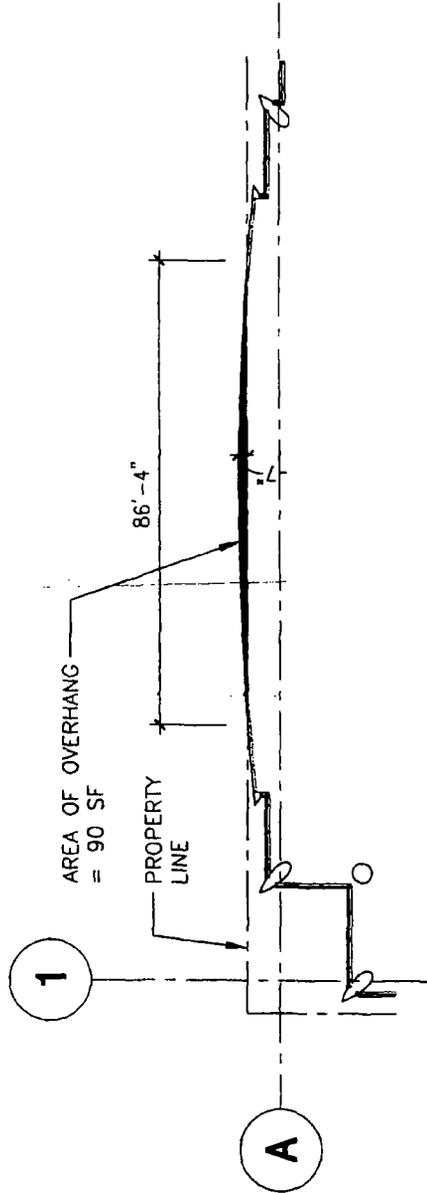
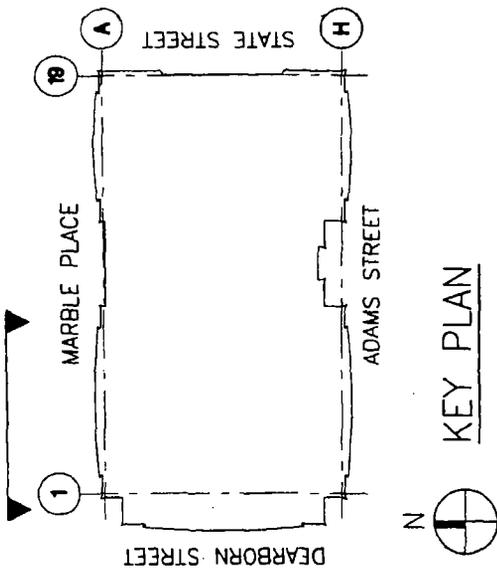
Authority herein given and granted for a period of five (5) years from and after February 7, 2006.

[Drawings referred to in this ordinance printed on pages 87904 through 87907 of this *Journal*.]

Ordinance associated with this drawing printed on pages 87902 and 87903 of this *Journal*.

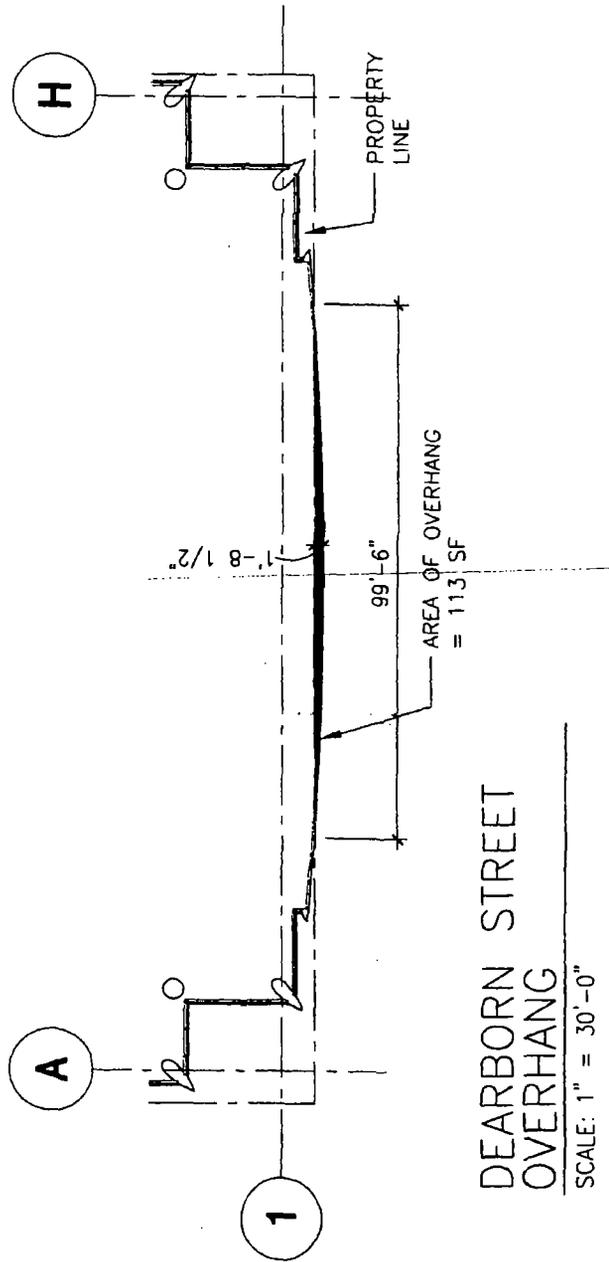
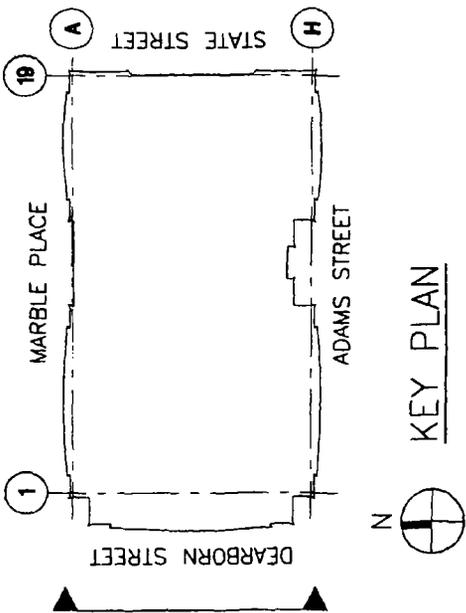


Ordinance associated with this drawing printed on pages 87902 and 87903 of this *Journal*.

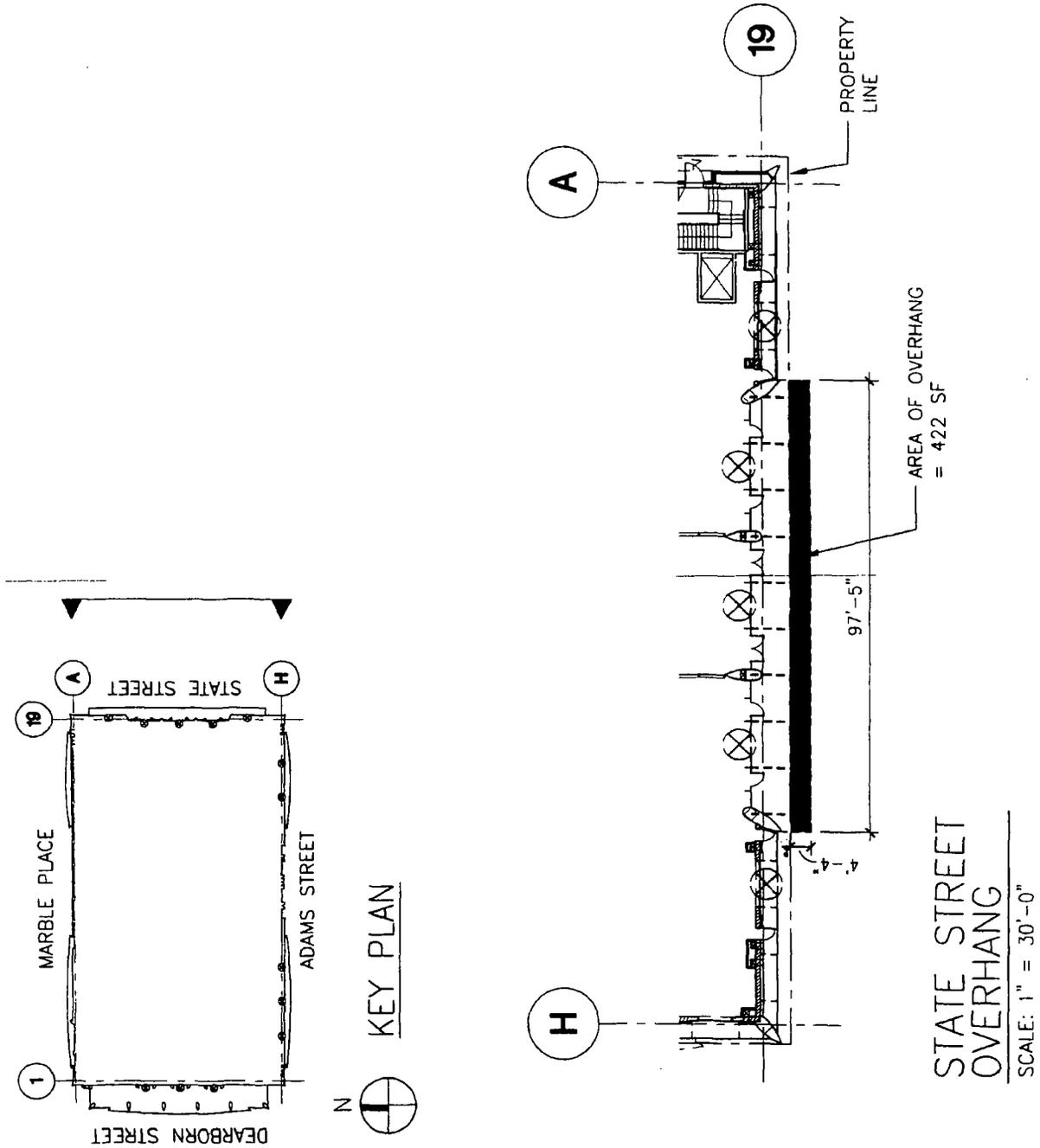


MARBLE PLACE
HIGH RISE OVERHANG
SCALE: 1" = 30'-0"

Ordinance associated with this drawing printed on pages 87902 and 87903 of this *Journal*.



Ordinance associated with this drawing printed on pages 87902 and 87903 of this Journal.



@Properties.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to @Properties, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way adjacent to its premises known as 1586 North Clybourn Avenue. Said sign shall measure four and two-tenths (4.2) feet in length and nineteen and eight-tenths (19.8) feet in width and shall be nineteen (19) feet above grade. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1054578 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87909 of this *Journal*.]

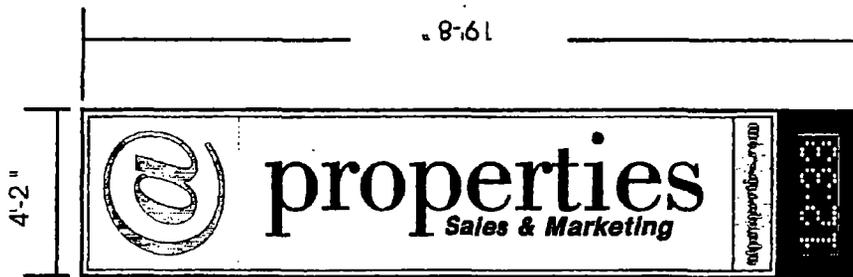
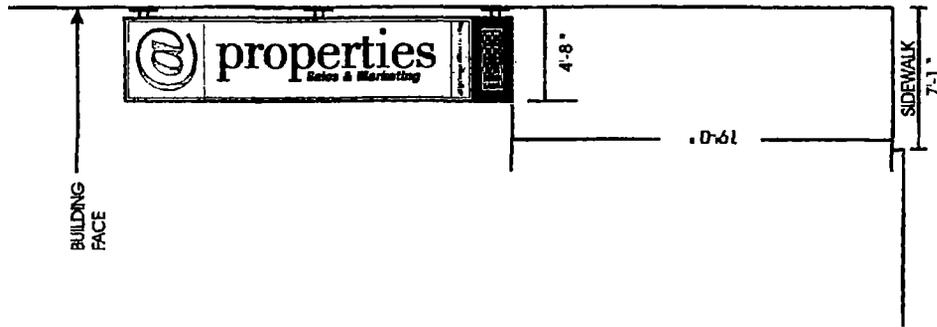
Public Building Commission/Chicago Board Of Education.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Public Building Commission/Chicago Board of Education, upon the terms and subject to

(Continued on page 87910)

Ordinance associated with this drawing printed on page 87908 of this *Journal*.



(Continued from page 87908)

the conditions of this ordinance, to construct, install, maintain and use a portion of the public right-of-way for occupation of space (campus park) adjacent to its premises known as 5120 North Winthrop Avenue. Said public way is to be used for the campus park in conjunction with the Goudy Elementary School. The public way will be used for a fire lane, landscaping and playground area for the Goudy Elementary School, along North Winthrop Avenue. Said public way area to be occupied shall be two hundred thirty-five (235) feet in length and sixty-six (66) feet in width for a total of fifteen thousand five hundred ten (15,510) square feet. Occupation of space (campus park) shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Department of Planning and Development. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1050935 herein granted the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87911 of this *Journal*.]

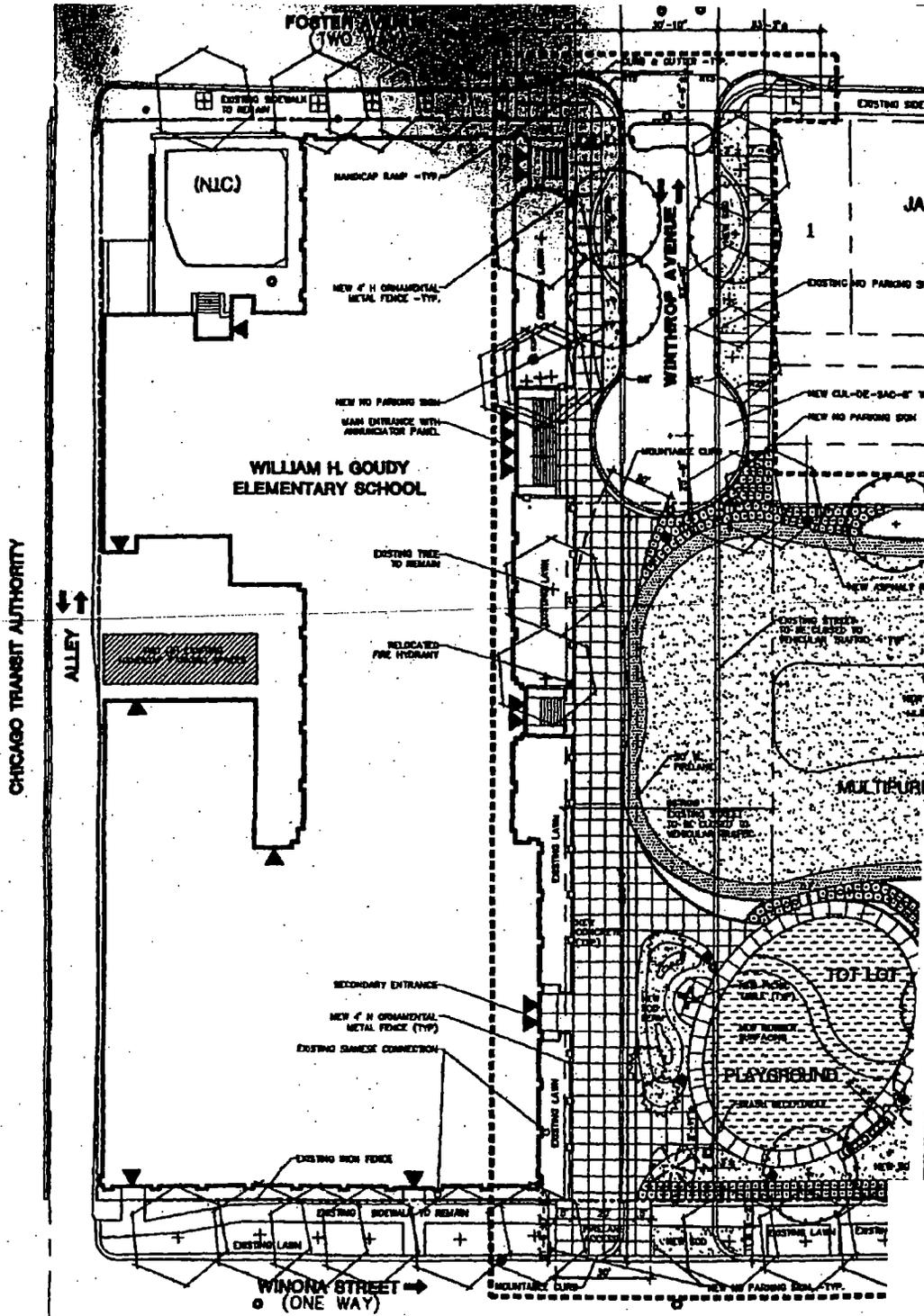
Quads Gym, Inc.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Quads Gym, Inc., upon the terms and subject to the conditions of this ordinance, to

(Continued on page 87912)

Ordinance associated with this drawing printed on pages 87908 and 87910 of this Journal.



(Continued from page 87910)

maintain and use one (1) sign projecting over the public right-of-way adjacent to its premises known as 3727 North Broadway. Said sign shall be seven and six-tenths (7.6) feet in length and eight (8) feet in width for a total of sixty and eight-tenths (60.8) square feet and ten (10) feet above grade. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1055068 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87913 of this *Journal*.]

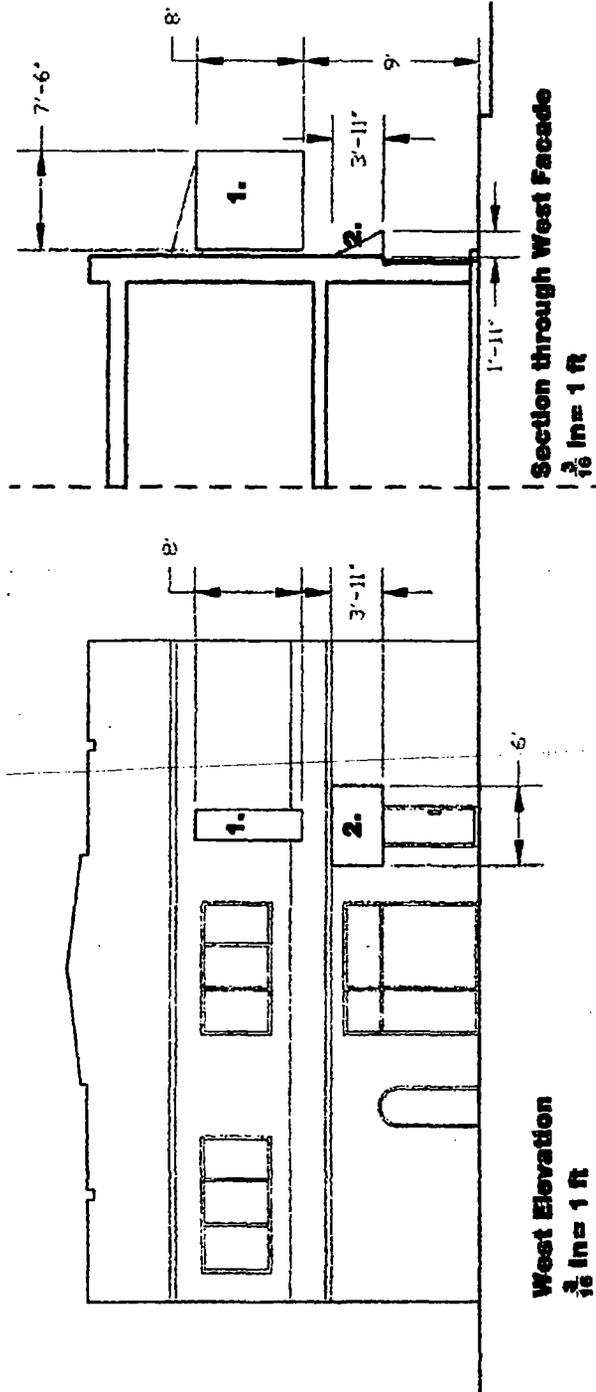
Quiznos Subs.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Quiznos Subs, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) area of concrete brick pavers in the public right-of-way adjacent to its premises known as 4701 North Damen Avenue. Said area of concrete brick pavers shall measure forty-eight and three-tenths (48.3) feet

(Continued on page 87914)

Ordinance associated with this drawing printed on pages 87910 and 87912 of this *Journal*.



Quads Gym, Chicago

- 1. Sign - Measures 8' high, 7'6" across, and hangs 9' above street level
- 2. Awning - Measures 3'11" high, 6' across, protrudes 23" from facade, hangs 7.5' above street level

(Continued from page 87912)

in length and fifteen and eight-tenths (15.8) feet in width for a total of approximately seven hundred sixty-three and fourteen-hundredths (763.14) square feet located along West Leland Avenue. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation, the Office of Emergency Management and Communications and the Department of Planning and Development.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1051931 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87915 of this *Journal*.]

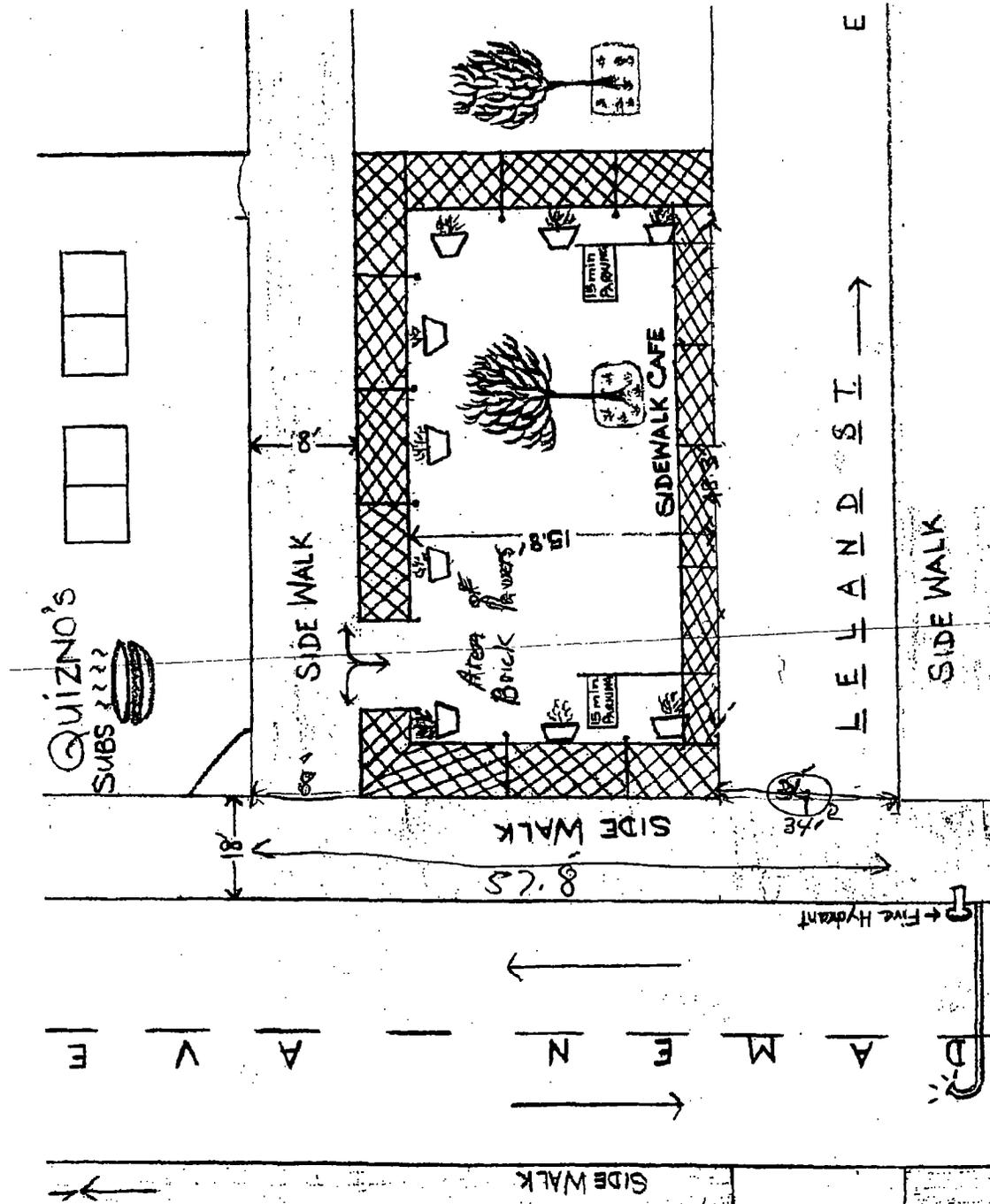
The Rail Bar & Grill.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to The Rail Bar & Grill, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way adjacent to its premises known as 4709 North Damen Avenue. Said sign shall measure six (6) feet in length and three (3) feet in height for a total of eighteen (18) square feet and shall be fifteen (15) feet above grade. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part

(Continued on page 87916)

Ordinance associated with this drawing printed on pages 87912 and 87914 of this Journal.



(Continued from page 87914)

of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1048527 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87917 of this *Journal*.]

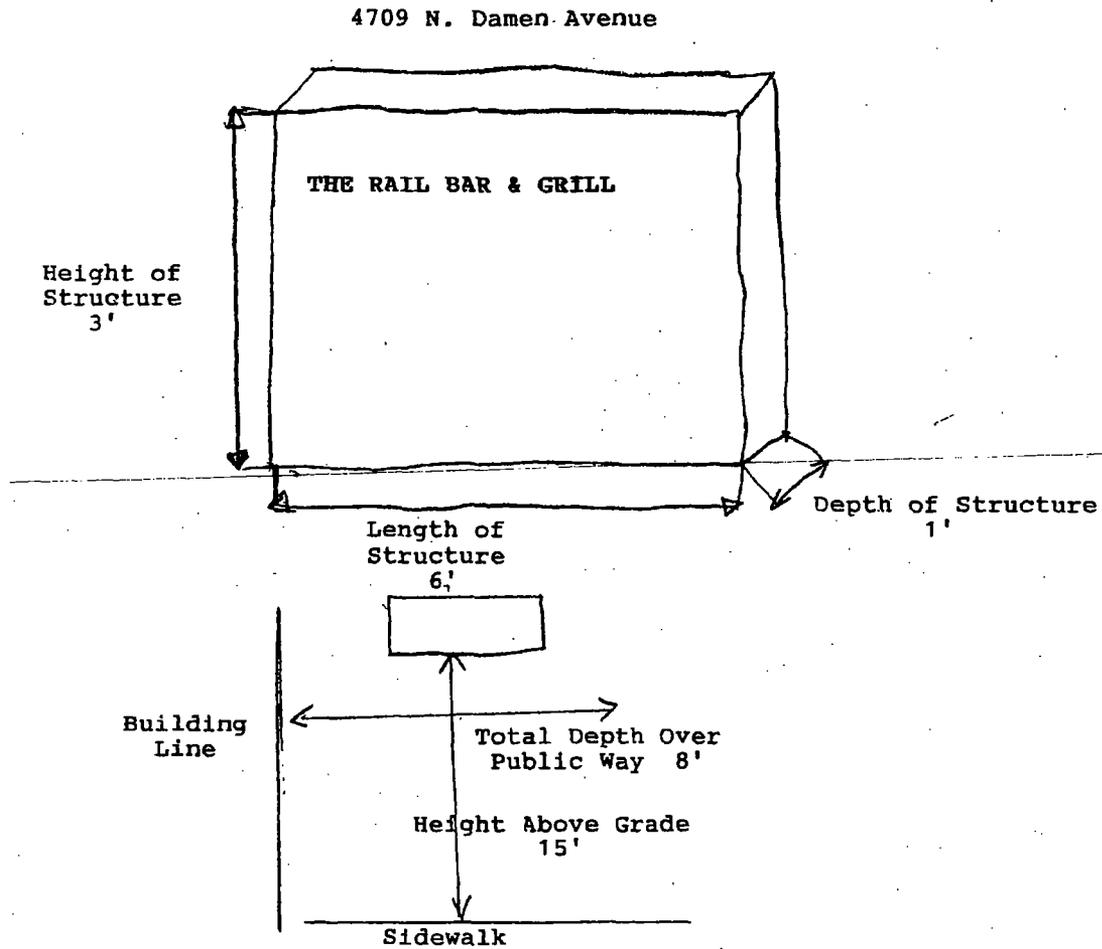
Renaissance North.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Renaissance North, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, eighteen (18) planters on the public right-of-way for beautification purposes adjacent to its premises known as 551 West North Avenue. Said planters shall be four (4) feet in length and four (4) feet in width for a total of sixteen (16) square feet. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation, the Department of Planning and Development and the Office of Emergency Management and Communications.

(Continued on page 87918)

Ordinance associated with this drawing printed on pages 87914 and 87916 of this *Journal*.



(Continued from page 87916)

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1054472 herein granted the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance.

Authority herein given and granted for a period of five (5) years from and after June 6, 2006.

[Drawing referred to in this ordinance printed
on page 87919 of this *Journal*.]

Residence At Riverbend Condominium Association.

Be It Ordained by the City Council of the City of Chicago:

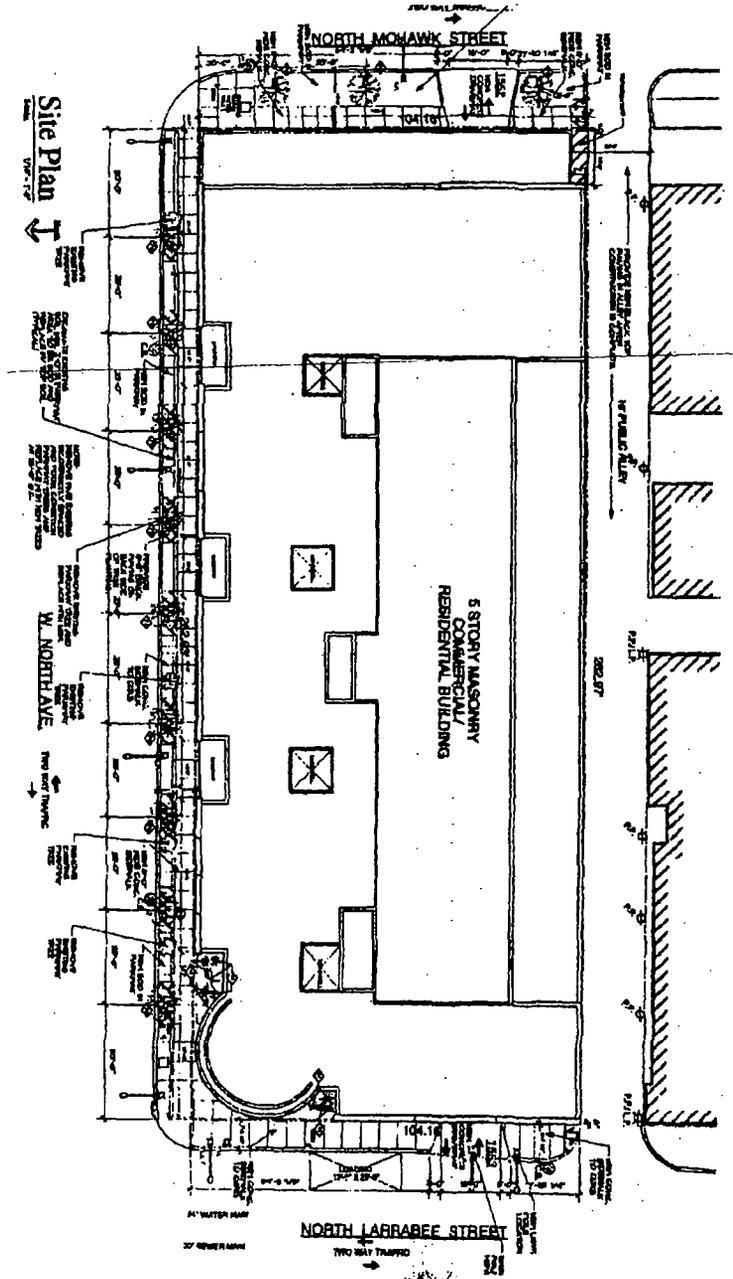
SECTION 1. Permission and authority are hereby given and granted to Residence at Riverbend Condominium Association, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) vault under the public right-of-way adjacent to its premises known as 333 North Canal Street. Said vault shall measure sixteen (16) feet in length and six (6) feet in width for a total of ninety-six (96) square feet. Said vault shall be used for the purposes of a water main. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1053825 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

(Continued on page 87920)

Ordinance associated with this drawing printed on pages 87916 and 87918 of this Journal.



(Continued from page 87918)

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after March 7, 2006.

[Drawing referred to in this ordinance printed
on page 87921 of this *Journal*.]

Residences At River East.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Residences At River East, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) planters on the public right-of-way for beautification purposes adjacent to its premises known as 512 North McClurg Court. Said planters shall each measure seven (7) feet in length and four (4) feet in width. Planters shall have a placement of two (2) feet back from face of curb and a minimum of six (6) feet of public sidewalk for pedestrian passage at all times. Planters shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Department of Planning and Development. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

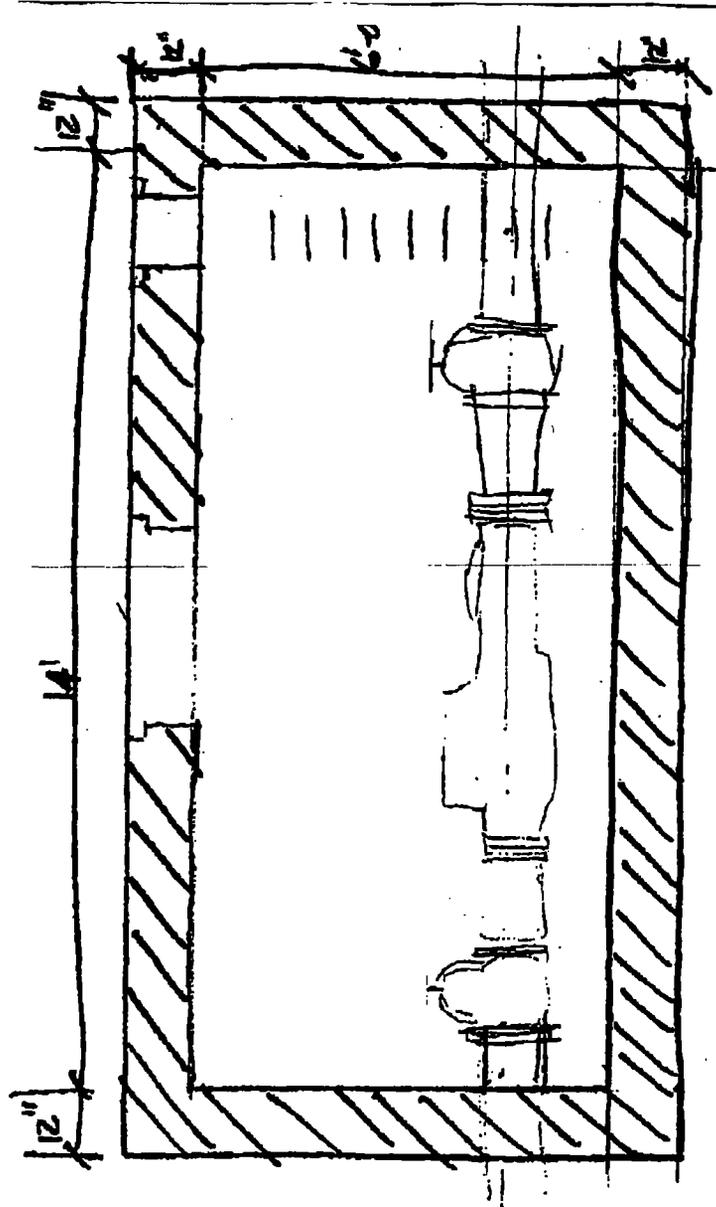
This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1053989 herein granted the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance.

Authority herein given and granted for a period of five (5) years from and after date of passage.

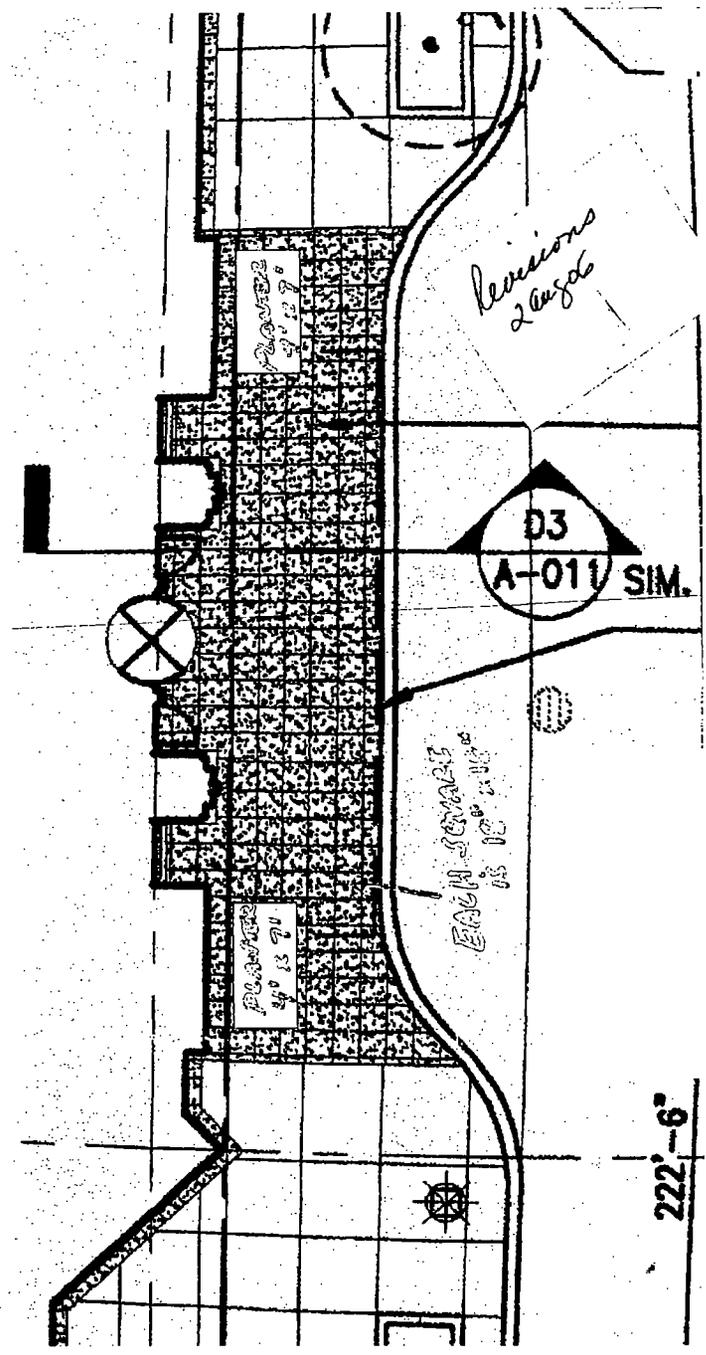
[Drawing referred to in this ordinance printed
on page 87922 of this *Journal*.]

Ordinance associated with this drawing printed on pages 87918 and 87920 of this *Journal*.



CONCRETE WATER
METER VAULT

Ordinance associated with this drawing printed on page 87920 of this *Journal*.



Rhapsody.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Rhapsody, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) windscreen on the public right-of-way adjacent to its premises known as 65 East Adams Street. Said windscreen is located at the entrance of the building and used during the cold season and shall measure four (4) feet, eight (8) inches in length, two (2) feet in depth and eight (8) feet, six (6) inches in height. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Grantee must allow the required clear and unobstructed space for pedestrian passage at all times per rules and regulations approved by the Department of Transportation. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1055050 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87924 of this *Journal*.]

Rising Realty.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Rising Realty, upon the terms and subject to the conditions of this ordinance, to maintain

(Continued on page 87925)

Ordinance associated with this drawing printed
on page 87923 of this *Journal*.



(Continued from page 87923)

and use one (1) sign projecting over the public right-of-way adjacent to its premises known as 1286 North Milwaukee Avenue. Said sign shall measure six (6) feet in length and four (4) feet in height for a total of twenty-four (24) square feet and shall be twelve (12) feet above grade. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1054545 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87926 of this *Journal*.]

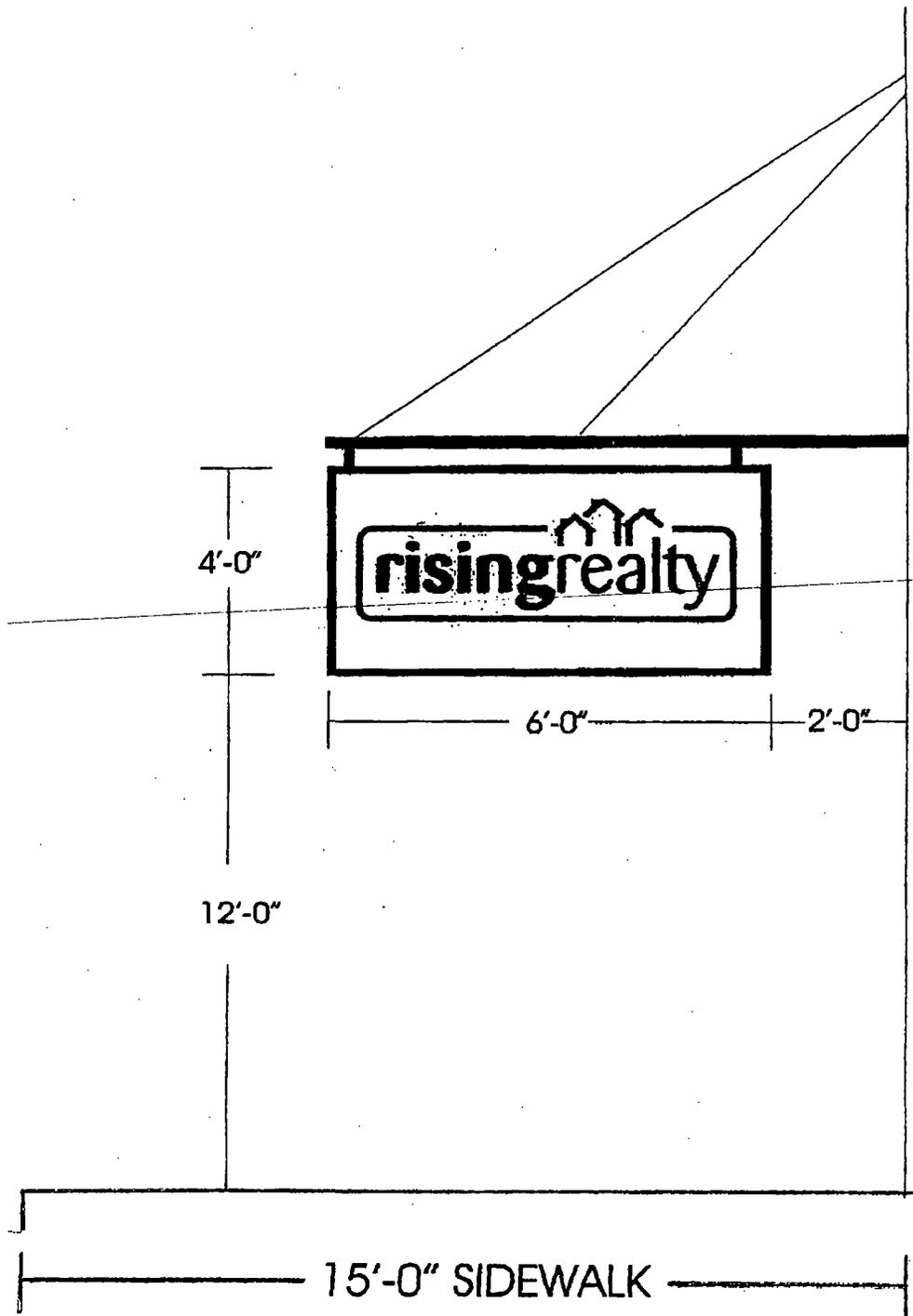
The Ritz Car Wash.
(2620 West Chicago Avenue)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to The Ritz Car Wash, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) security camera projecting over the public right-of-way adjacent to its premises known as 2620 West Chicago Avenue. Said security camera shall measure five (5) inches in length and three (3) inches in width. Total depth

(Continued on page 87927)

Ordinance associated with this drawing printed on pages 87923 and 87925 of this *Journal*.



(Continued from page 87925)

over public way is five (5) inches. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation, the Office of Emergency Management and Communications and the Department of Planning and Development.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1053971 herein granted the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87928 of this *Journal*.]

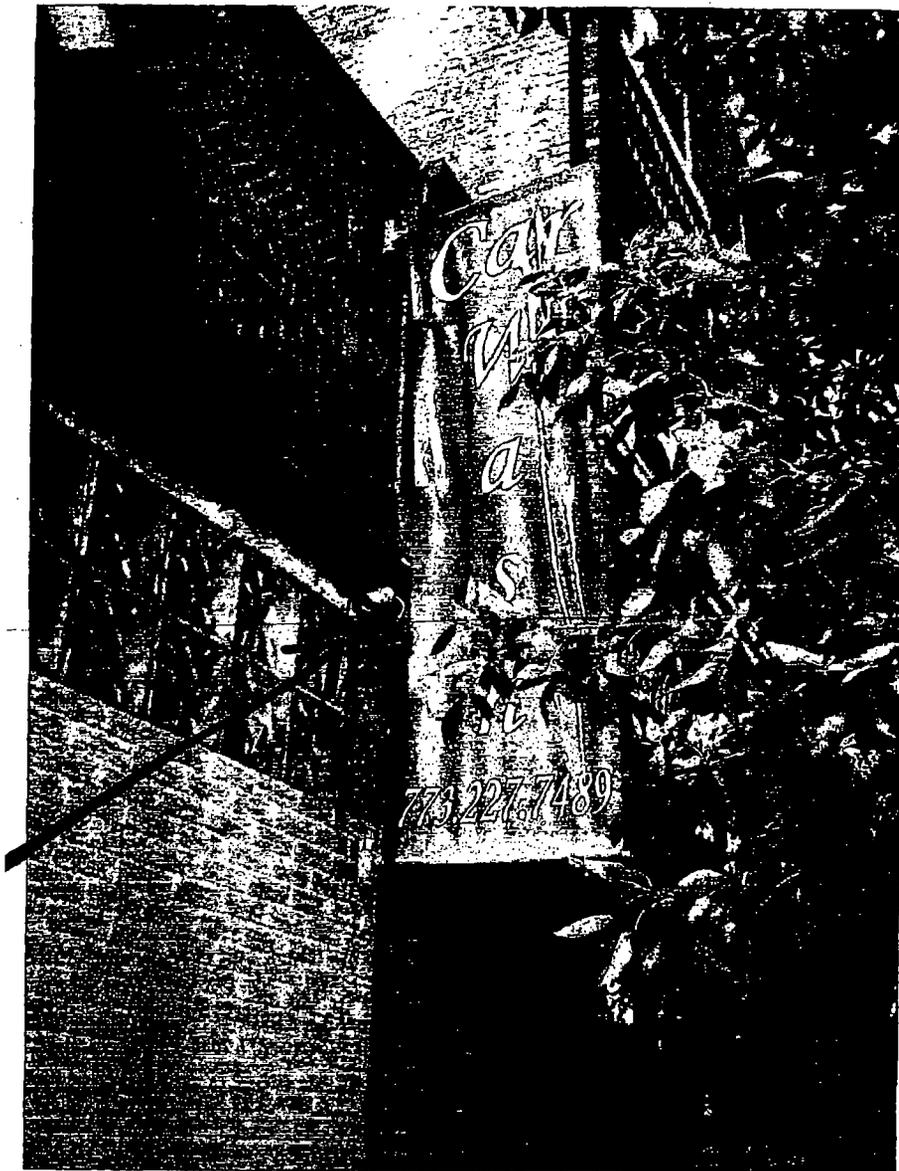
The Ritz Car Wash.
(2622 West Chicago Avenue)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to The Ritz Car Wash, upon the terms and subject to the conditions of this ordinance, to maintain and use two (2) signs projecting over the public right-of-way adjacent to its premises known as 2622 West Chicago Avenue. Said signs each shall measure two and five-tenths (2.5) feet in length and seven and eight-tenths (7.8) feet in height and shall be eight and nine-tenths (8.9) feet above grade. The location of

(Continued on page 87929)

Ordinance associated with this drawing printed
on pages 87925 and 87927 of this *Journal*.



(Continued from page 87927)

said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1053943 herein granted the sum of Two Hundred and no/100 Dollars (\$200.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87930 of this *Journal*.]

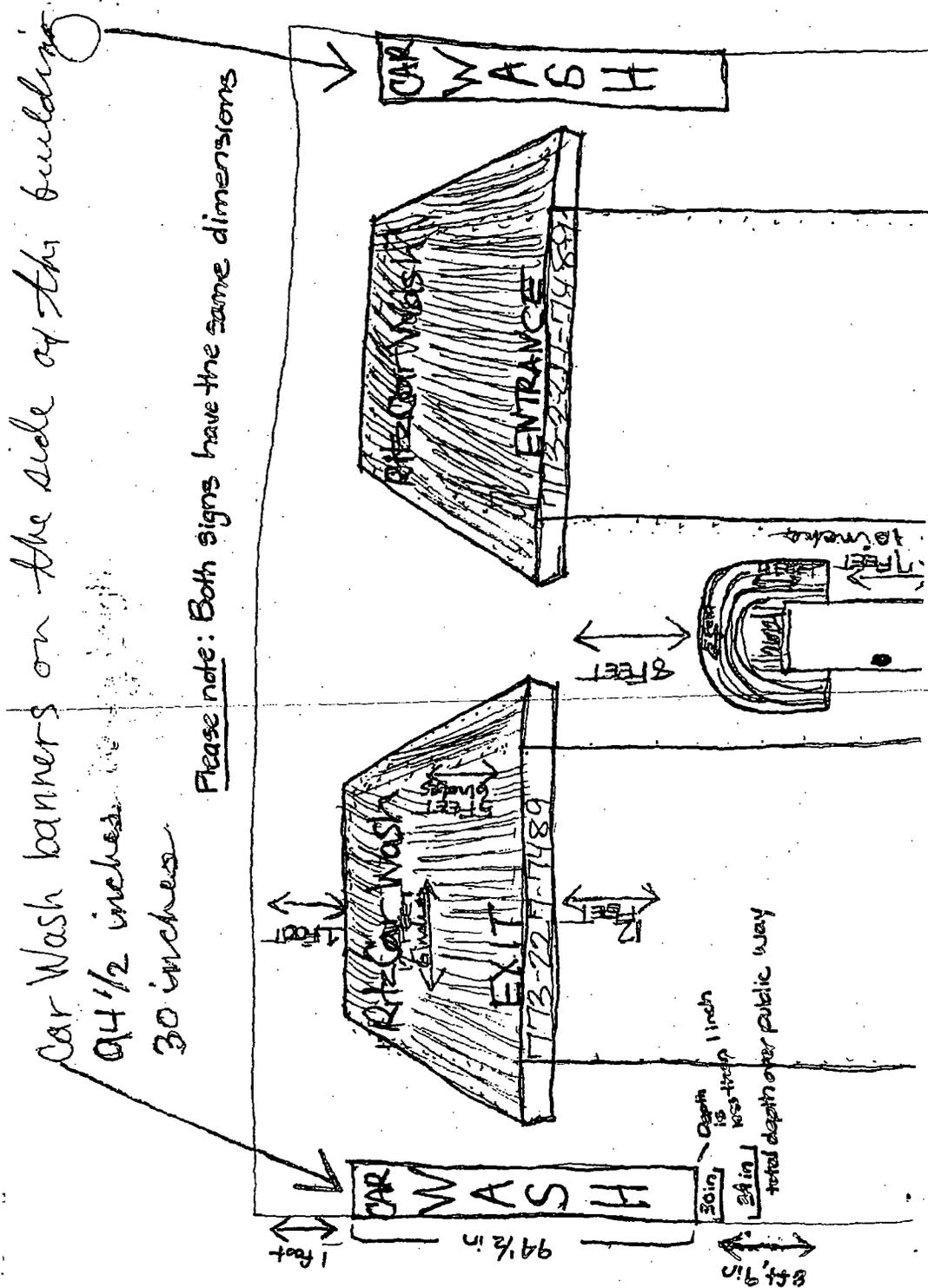
Ritz Tango Cafe.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Ritz Tango Cafe, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) banner projecting over the public right-of-way adjacent to its premises known as 933 North Ashland Avenue. Said banner shall be two and six-tenths (2.6) feet in length and six (6) feet in width for a total of fifteen and six-tenths (15.6) square feet and ten (10) feet above grade. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be in accordance with plans and specifications approved by the Department of Transportation.

(Continued on page 87931)

Ordinance associated with this drawing printed on pages 87927 and 87929 of this Journal.



(Continued from page 87929)

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1053328 herein granted the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87932 of this *Journal*.]

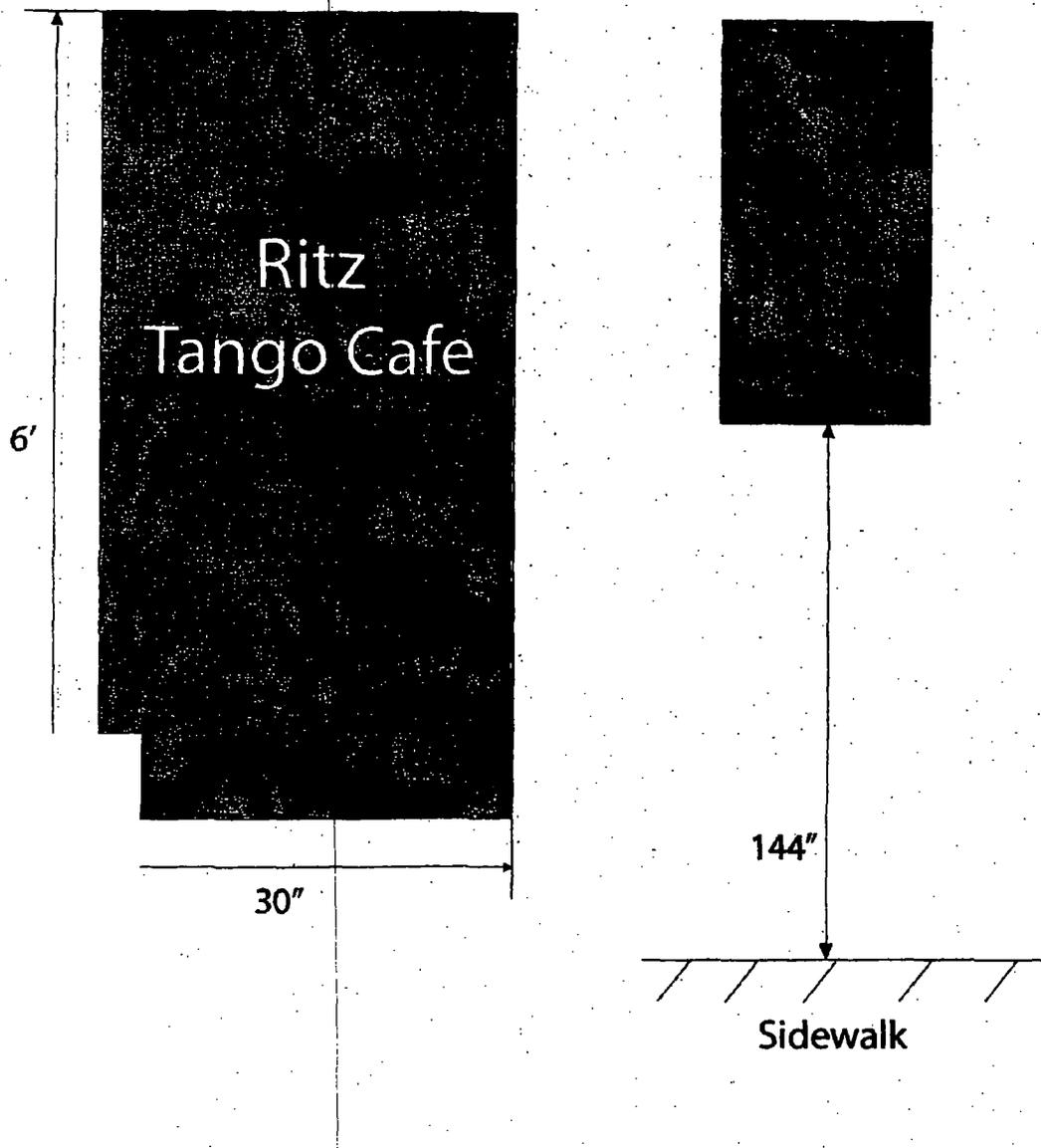
River North Condominium Association.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to River North Condominium Association, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) structural projections projecting over the public right-of-way adjacent to its premises known as 520 West Huron Street. Said structural projections each shall measure eleven (11) feet in length and seventeen (17) feet in width for a total of three hundred seventy-four (374) square feet. One (1) structure shall be along West Huron Street and the other structure shall be along West Superior Street. Both structures shall be twelve (12) feet above grade. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation, the Office of Emergency Management and Communications and the Department of Planning and Development.

(Continued on page 87933)

Ordinance associated with this drawing printed on pages 87929 and 87931 of this *Journal*.



(Continued from page 87931)

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1054021 herein granted the sum of Eight Hundred and no/100 Dollars (\$800.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after July 8, 2006.

[Drawing referred to in this ordinance printed
on page 87934 of this *Journal*.]

Robert's Funeral Home.

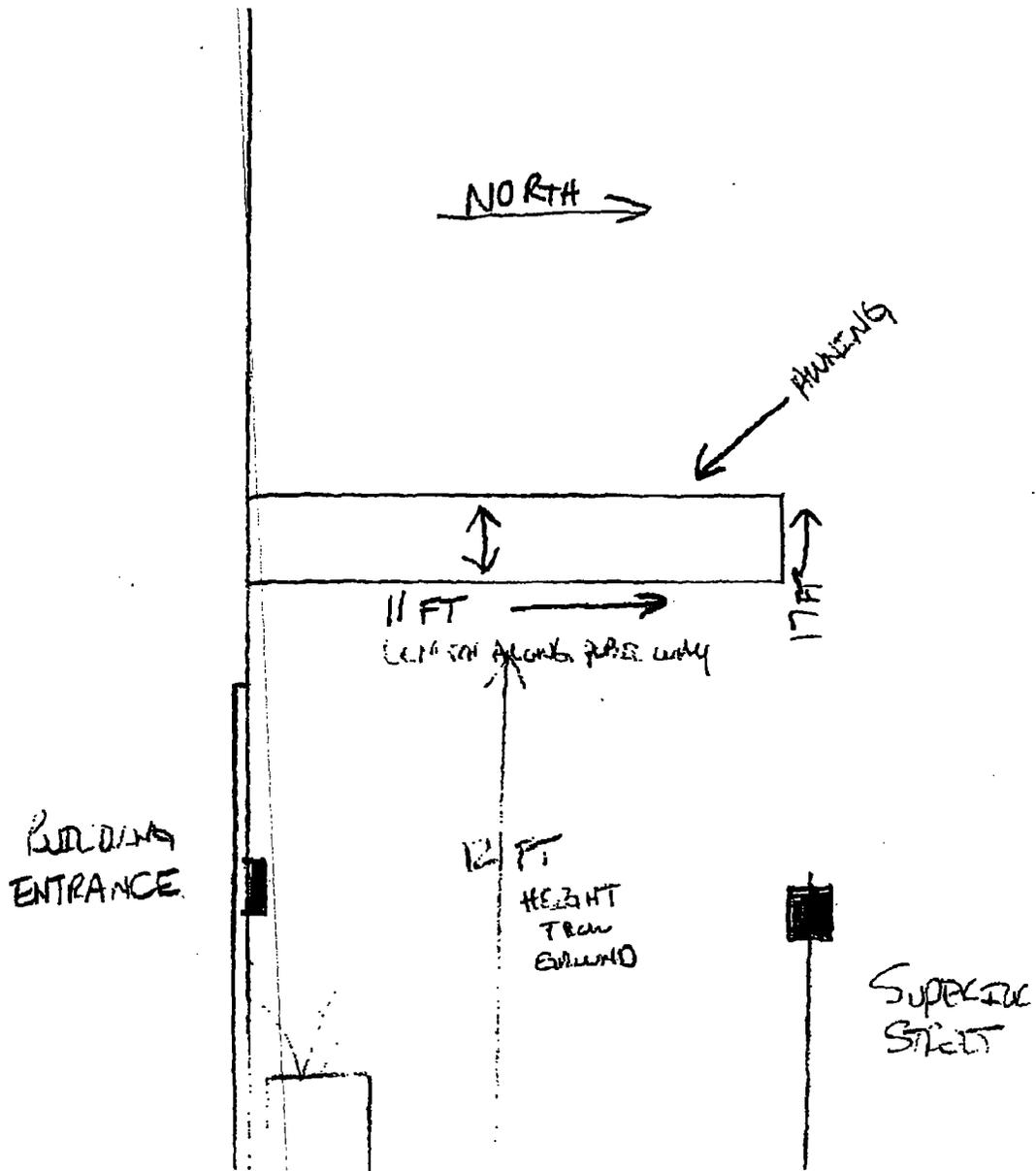
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Robert's Funeral Home, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) structural projection projecting over the public right-of-way attached to its premises known as 2819 South Archer Avenue. Said structural projection shall measure nine (9) feet in length and six (6) feet in width for a total of fifty-four (54) square feet. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation, the Office of Emergency Management and Communications and the Department of Planning and Development.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

(Continued on page 87935)

Ordinance associated with this drawing printed on pages 87931 and 87933 of this Journal.



(Continued from page 87933)

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1054012 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after August 8, 2006.

[Drawing referred to in this ordinance printed
on page 87936 of this *Journal*.]

Roosevelt L.L.C.

Be It Ordained by the City Council of the City of Chicago:

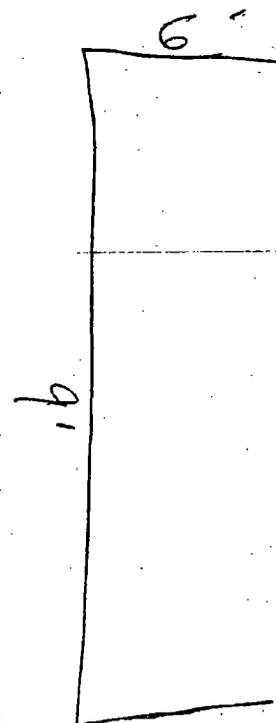
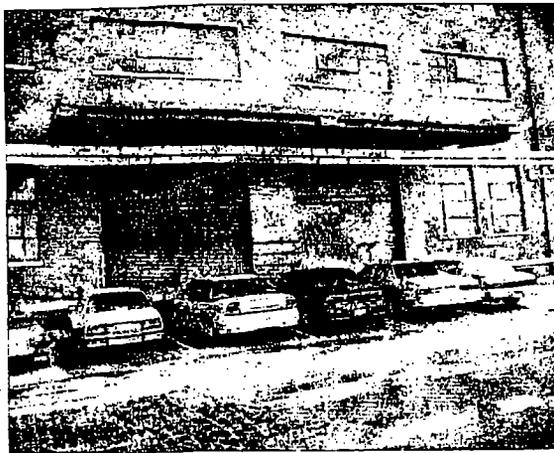
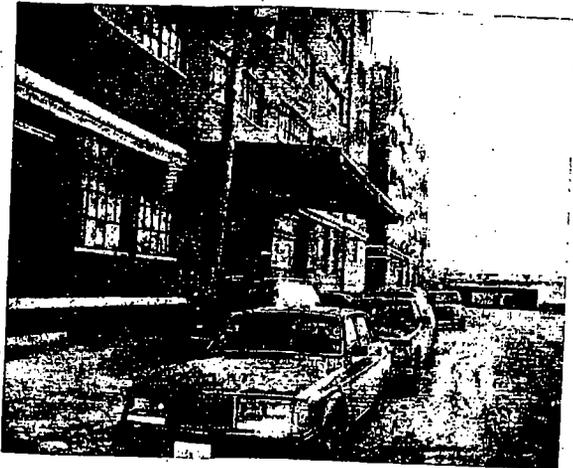
SECTION 1. Permission and authority are hereby given and granted to Roosevelt L.L.C., upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, four (4) existing bay windows over the public right-of-way adjacent to its premises known as 1152 South Wabash Avenue. Said bay windows along South Wabash Avenue and East Roosevelt Road measuring one (1) foot, six (6) inches over the property line at the third (3rd) through seventh (7th) floors. Bay windows have been constructed in accordance with plans and specifications approved by the Department of Transportation. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1052490 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

(Continued on page 87937)

Ordinance associated with this drawing printed on pages 87933 and 87935 of this *Journal*.



(Continued from page 87935)

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after March 28, 2006.

[Drawing referred to in this ordinance printed
on page 87938 of this *Journal*.]

Roscoe's Tavern Ltd.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Roscoe's Tavern Ltd., upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) area for diagonal parking on the public right-of-way adjacent to its premises known as 809 West Roscoe Street. A portion of the public way measuring forty-seven (47) feet in length and twelve (12) feet in width for a total of five hundred sixty-four (564) square feet shall be used for diagonal parking of up to five (5) parking spaces. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications and the Department of Planning and Development.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1053890 herein granted the sum of One Thousand Seven Hundred Eighteen and no/100 Dollars (\$1,718.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87939 of this *Journal*.]

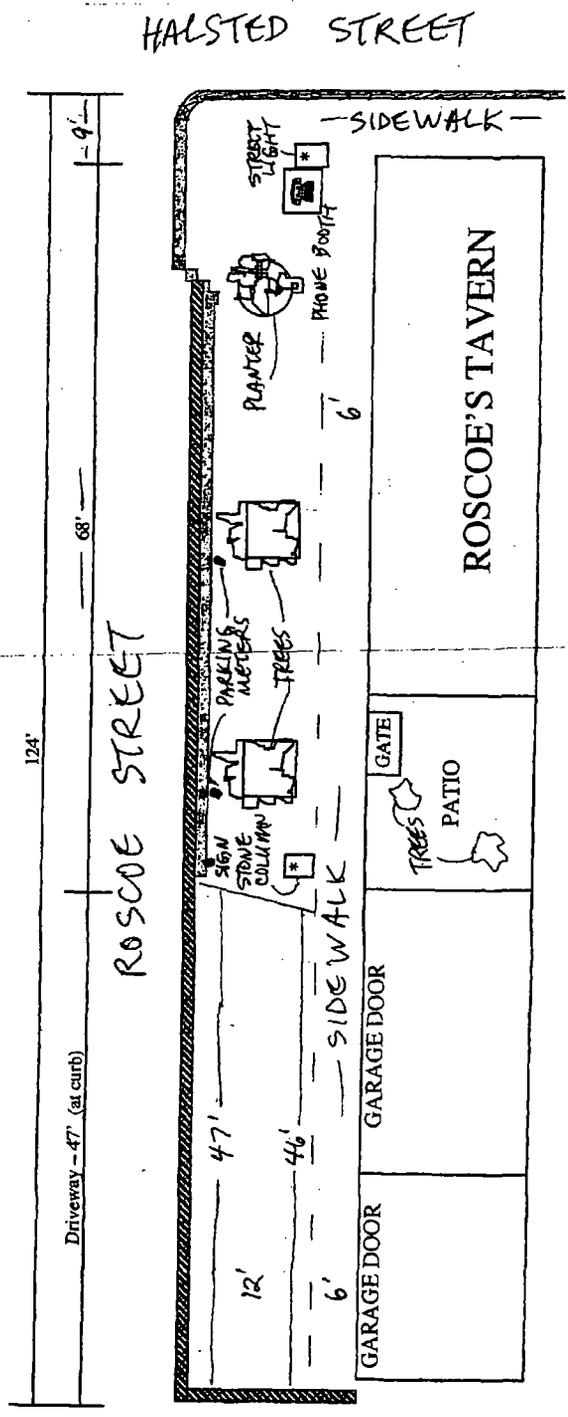
Ordinance associated with this drawing printed
on pages 87935 and 87937 of this *Journal*.



Ordinance associated with this drawing printed on page 87937 of this Journal.

3356 N. Halsted existing driveway permit site plan at 809 Roscoe, 7.13.200 for exclusive use of parking

Street gutter
Curb



Mr. Michael Rosenberg.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Mr. Michael Rosenberg, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) sections of wrought iron fencing on the public right-of-way adjacent to its premises known as 3726 North Lake Shore Drive. Said fencing shall be twenty (20) inches in height surrounding two (2) sections of parkway measuring one (1) at thirty-six (36) feet in length and eight (8) feet in width and one (1) at eight (8) feet in length and eight (8) feet in width for a total of three hundred fifty-two (352) square feet. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Grantee must allow the required clear and unobstructed space for pedestrian passage at all times per rules and regulations approved by the Department of Transportation. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

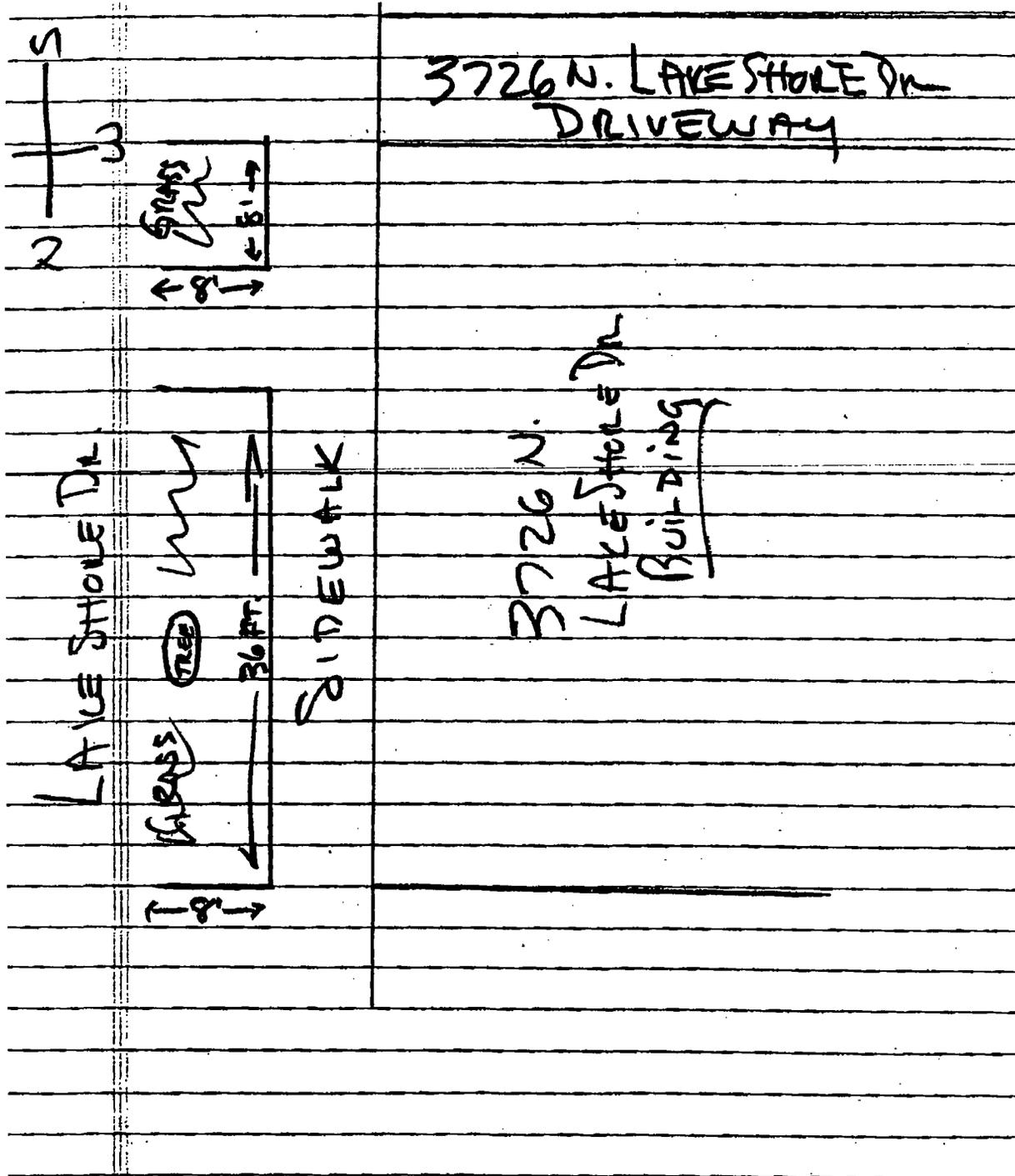
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1053623 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after July 25, 2006.

[Drawing referred to in this ordinance printed
on page 87941 of this *Journal*.]

Ordinance associated with this drawing printed on page 87940 of this Journal.



Royalle Condominium Association.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Royalle Condominium Association, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, twenty (20) balconies projecting over the public right-of-way attached to its premises known as 744 North Clark Street. Said balconies shall measure as follows:

North Clark Street.

Sixteen (16) balconies at thirteen (13) feet in length and five (5) feet in width from the third (3rd) floor up to the tenth (10th) floor.

Four (4) balconies at eight (8) feet in length and five (5) feet in width at the tenth (10th) floor.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation, the Office of Emergency Management and Communications and the Department of Planning and Development.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

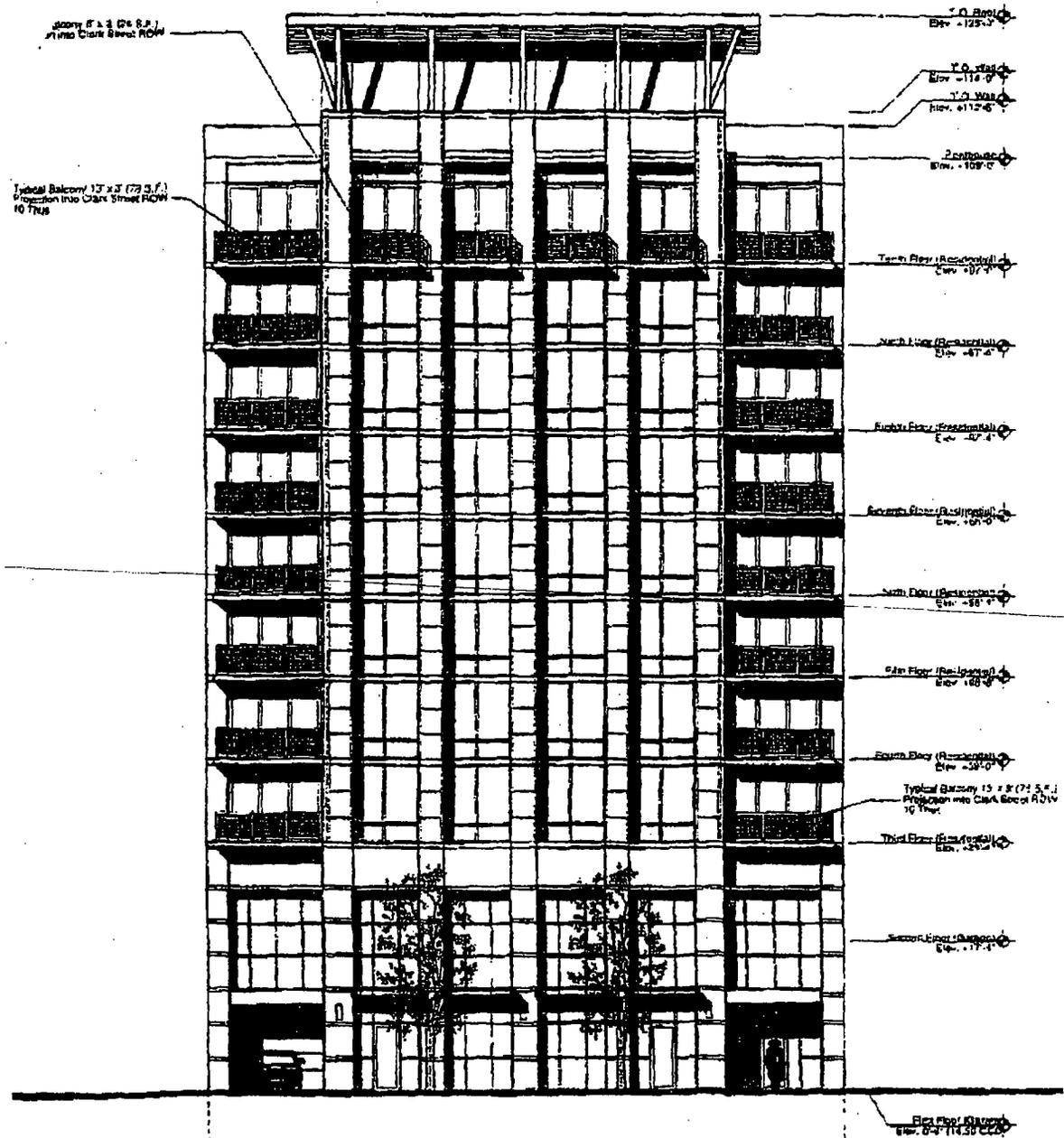
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1054486 herein granted the sum of One Thousand Five Hundred and no/100 Dollars (\$1,500.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after November 1, 2005.

[Drawing referred to in this ordinance printed
on page 87943 of this *Journal*.]

Ordinance associated with this drawing printed
on page 87942 of this *Journal*.



Ruben's Unisex.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Ruben's Unisex, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) existing sign over the public right-of-way adjacent to its premises known as 1359 West Chicago Avenue. Said sign shall be seven and five-tenths (7.5) feet in length and four and eight-hundredths (4.08) feet in width for a total of thirty and six-tenths (30.6) square feet. Sign shall be fourteen (14) feet, two (2) inches above grade along West Chicago Avenue. Sign has been constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications and the Department of Transportation. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1053834 herein granted the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87945 of this *Journal*.]

Rush & Walton Currency Exchange, Inc.

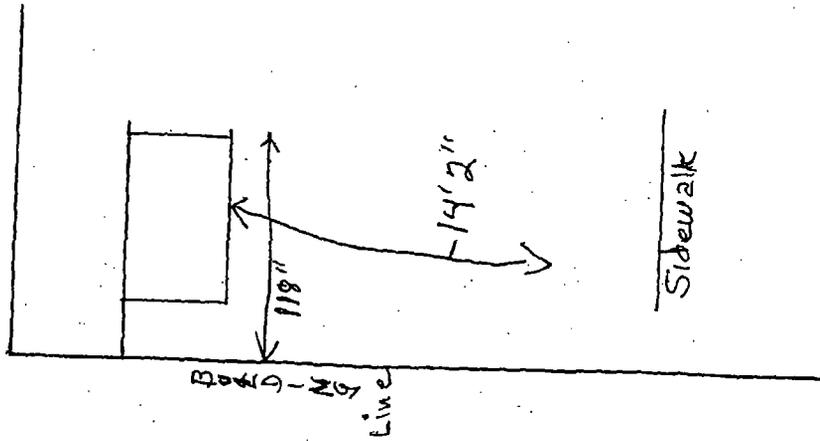
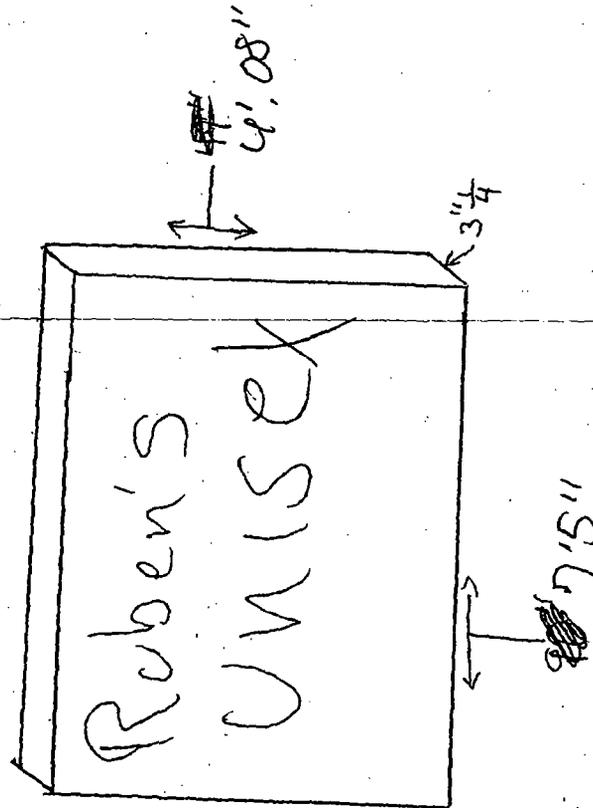
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Rush & Walton Currency Exchange, Inc., upon the terms and subject to the conditions of

(Continued on page 87946)

Ordinance associated with this drawing printed on page 87944 of this Journal

1359 w Chicago ave



(Continued from page 87944)

this ordinance, to maintain and use one (1) sign projecting over the public right-of-way adjacent to its premises known as 12 East Walton Street. Said sign shall be five (5) feet in length and six (6) feet in width for a total of thirty (30) square feet and ten (10) feet above grade. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1048433 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance
unavailable at time of printing.]

Saluki Bar.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Saluki Bar, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way adjacent to its premises known as 1208 North Wells Street. Said sign shall be twelve and five-tenths (12.5) feet in length and six (6) feet in width for a total of seventy-five (75) square feet. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1049647 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87948 of this *Journal*.]

Scott Payne Studios Inc.

Be It Ordained by the City Council of the City of Chicago:

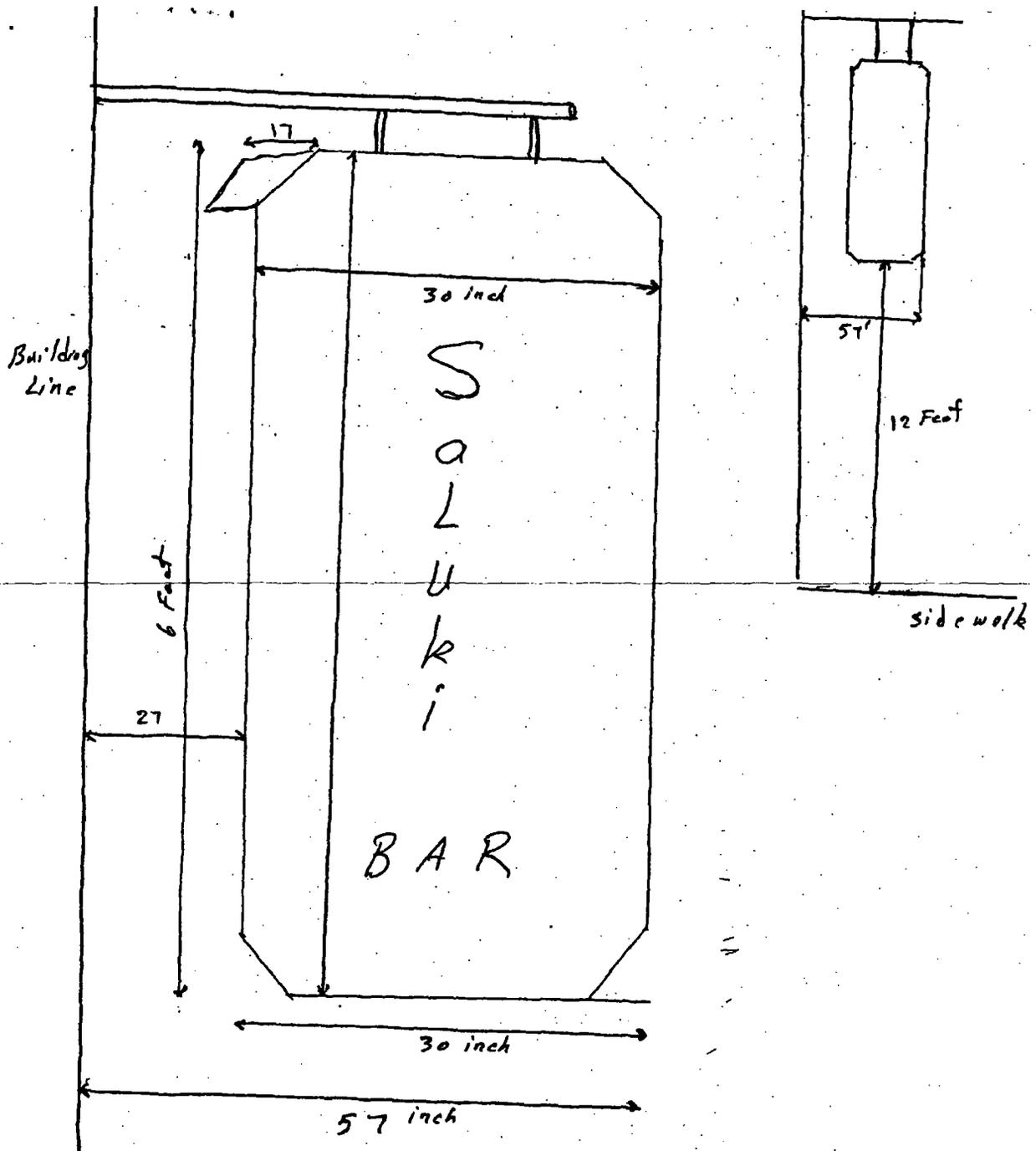
SECTION 1. Permission and authority are hereby given and granted to Scott Payne Studios Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use two (2) banners projecting over the public right-of-way adjacent to its premises known as 413 -- 415 West North Avenue. Said banners shall be two and six-tenths (2.6) feet in length and eleven and eleven-hundredths (11.11) feet in width for a total of twenty-eight and eighty-nine hundredths (28.89) square feet and ten (10) feet above grade. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be in accordance with plans and specifications approved by the Department of Transportation.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1053804 herein granted the sum of Two Hundred and no/100 Dollars (\$200.00) per annum, in advance.

(Continued on page 87949)

Ordinance associated with this drawing printed on pages 87946 and 87947 of this Journal.



(Continued from page 87947)

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87950 of this *Journal*.]

Sears, Roebuck And Company Number 1200.

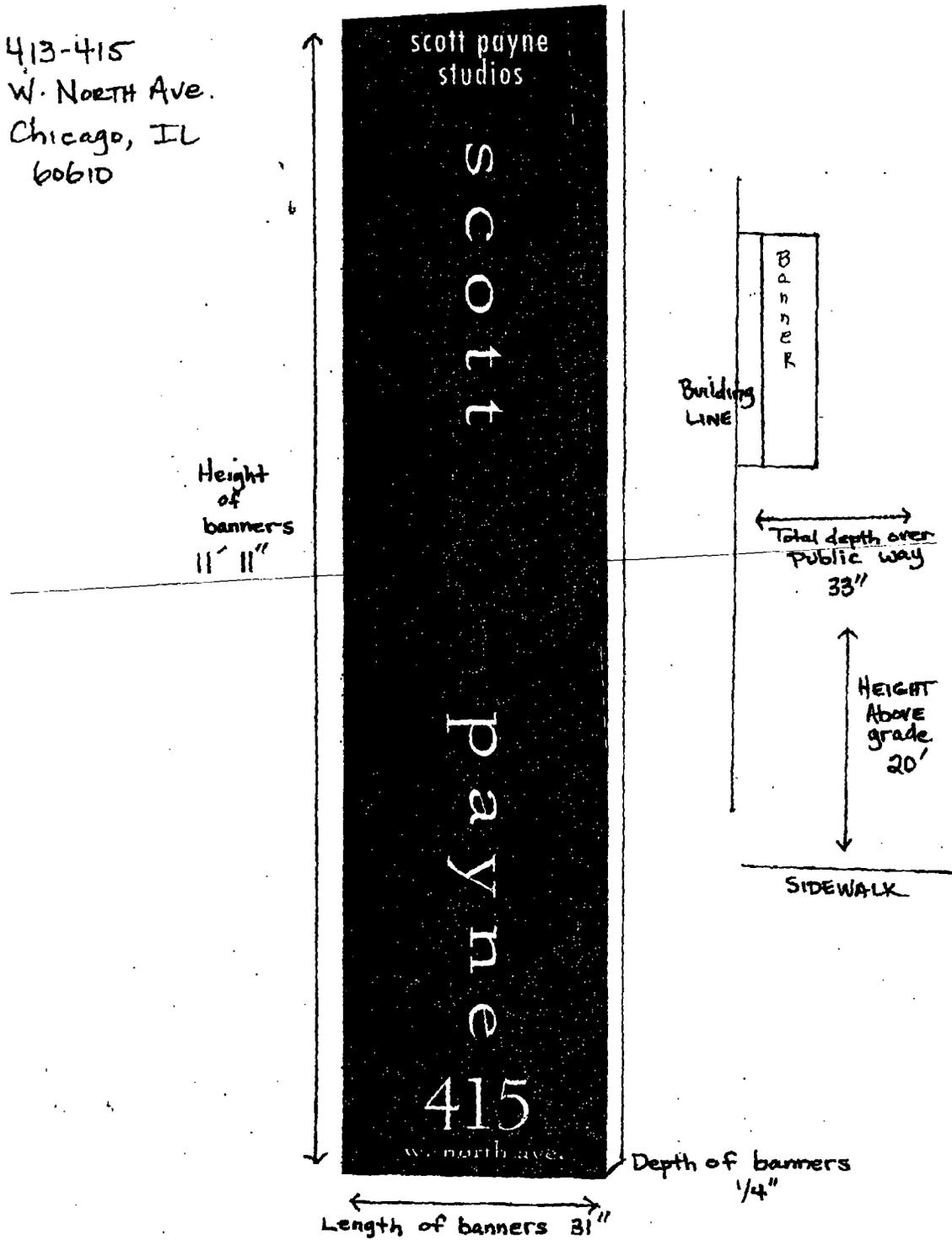
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Sears, Roebuck and Company Number 1200, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, three (3) structural projections over the public right-of-way attached to its premises known as 2 North State Street. Said structural projections shall measure one (1) at thirty-eight (38) feet in length and twelve (12) feet in width located along North State Street, one (1) at thirty-six (36) feet in length and twelve (12) feet in width located along West Madison Street and one (1) at twenty-two (22) feet in length and twelve (12) feet in width located along West Madison Street. Said structural projections shall be seventeen and four-tenths (17.4) feet. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation, the Office of Emergency Management and Communications and the Department of Planning and Development.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

(Continued on page 87951)

Ordinance associated with this drawing printed on pages 87947 and 87949 of this Journal.



(Continued from page 87949)

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1051418 herein granted the sum of Two Thousand Nine Hundred Forty-nine and no/100 Dollars (\$2,949.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after March 7, 2006.

[Drawing referred to in this ordinance printed
on page 87952 of this *Journal*.]

Mr. Harry J. Seigle.

Be It Ordained by the City Council of the City of Chicago:

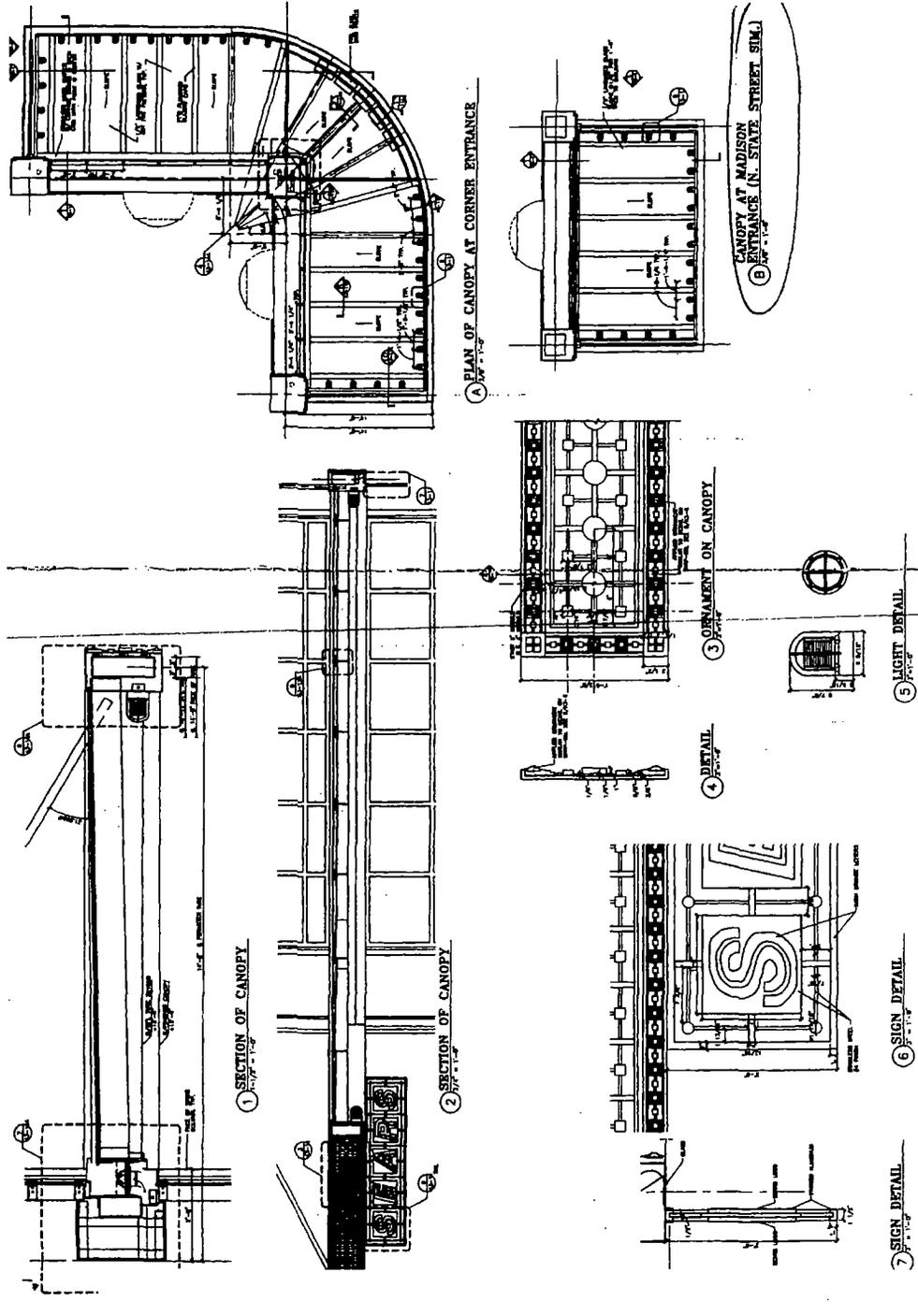
SECTION 1. Permission and authority are hereby given and granted to Harry J. Seigle, upon the terms and subject to the conditions of this ordinance, to maintain and use a cornice projection over the public right-of-way adjacent to its premises known as 1856 North Mohawk Street. Said cornice shall measure fourteen (14) feet in length and two (2) feet in width. Cornice shall project out over the public way along West Wisconsin Street approximately forty-three (43) feet, eight (8) inches above grade. Cornice projection shall be constructed in accordance with plans and specifications approved by the Department of Transportation. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1052847 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

(Continued on page 87953)

Ordinance associated with this drawing printed on pages 87949 and 87951 of this *Journal*.



(Continued from page 87951)

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87954 of this *Journal*.]

—
Shiraz.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Shiraz, upon the terms and subject to the conditions of this ordinance, to maintain and use four (4) existing areas of concrete brick pavers in the public right-of-way adjacent to its premises known as 4425 West Montrose Avenue. Measurements and locations for said areas of concrete brick pavers are as follows:

Corner Of West Montrose Avenue And North Kenneth Avenue.

Two (2) areas shall measure eight (8) feet in length and four (4) feet in width for a total of sixty-four (64) square feet.

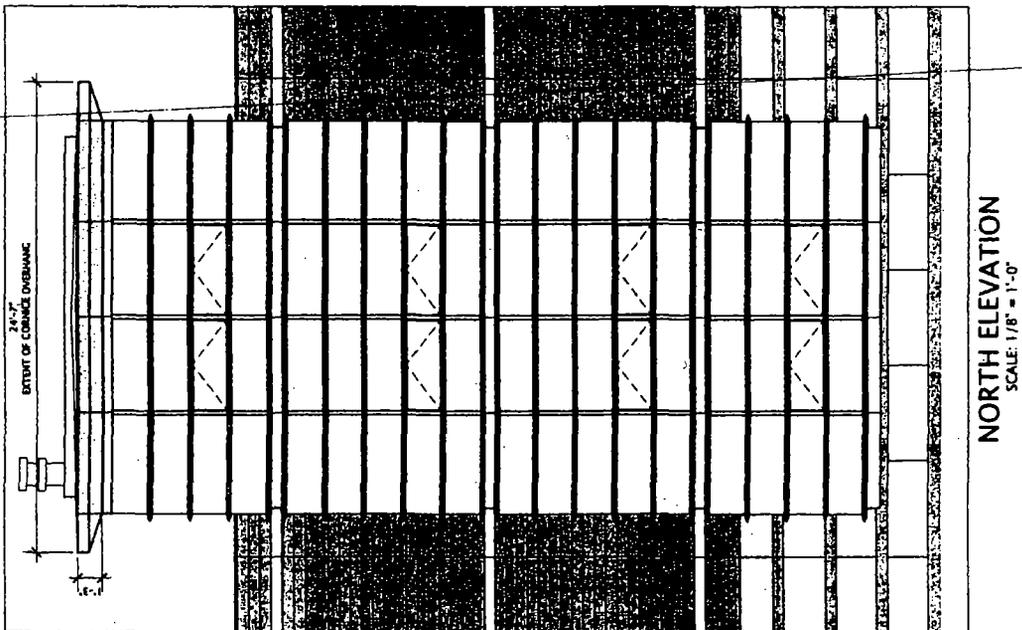
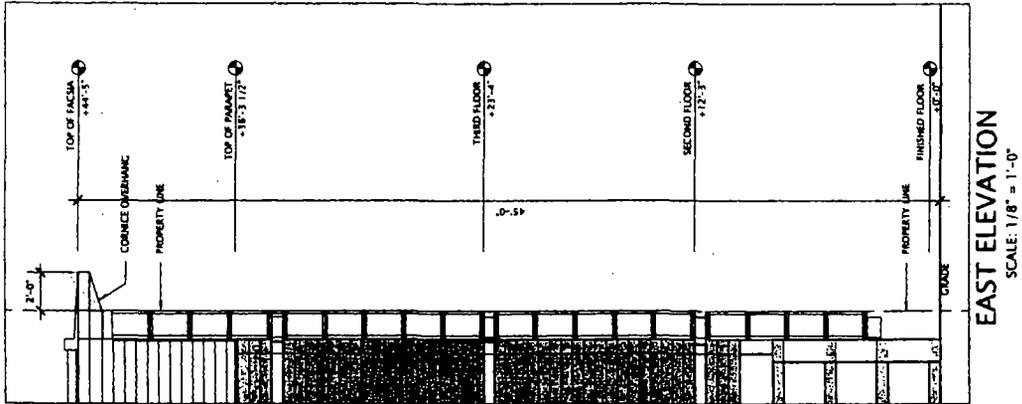
North Kenneth Avenue.

Two (2) areas shall measure fifty-five (55) feet in length and two (2) feet in width for a total of two hundred twenty (220) square feet.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege

(Continued on page 87955)

Ordinance associated with this drawing printed on pages 87951 and 87953 of this *Journal*.



(Continued from page 87953)

shall be constructed in accordance with plans and specifications approved by the Department of Transportation, the Office of Emergency Management and Communications and the Department of Planning and Development.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1051264 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87956 of this *Journal*.]

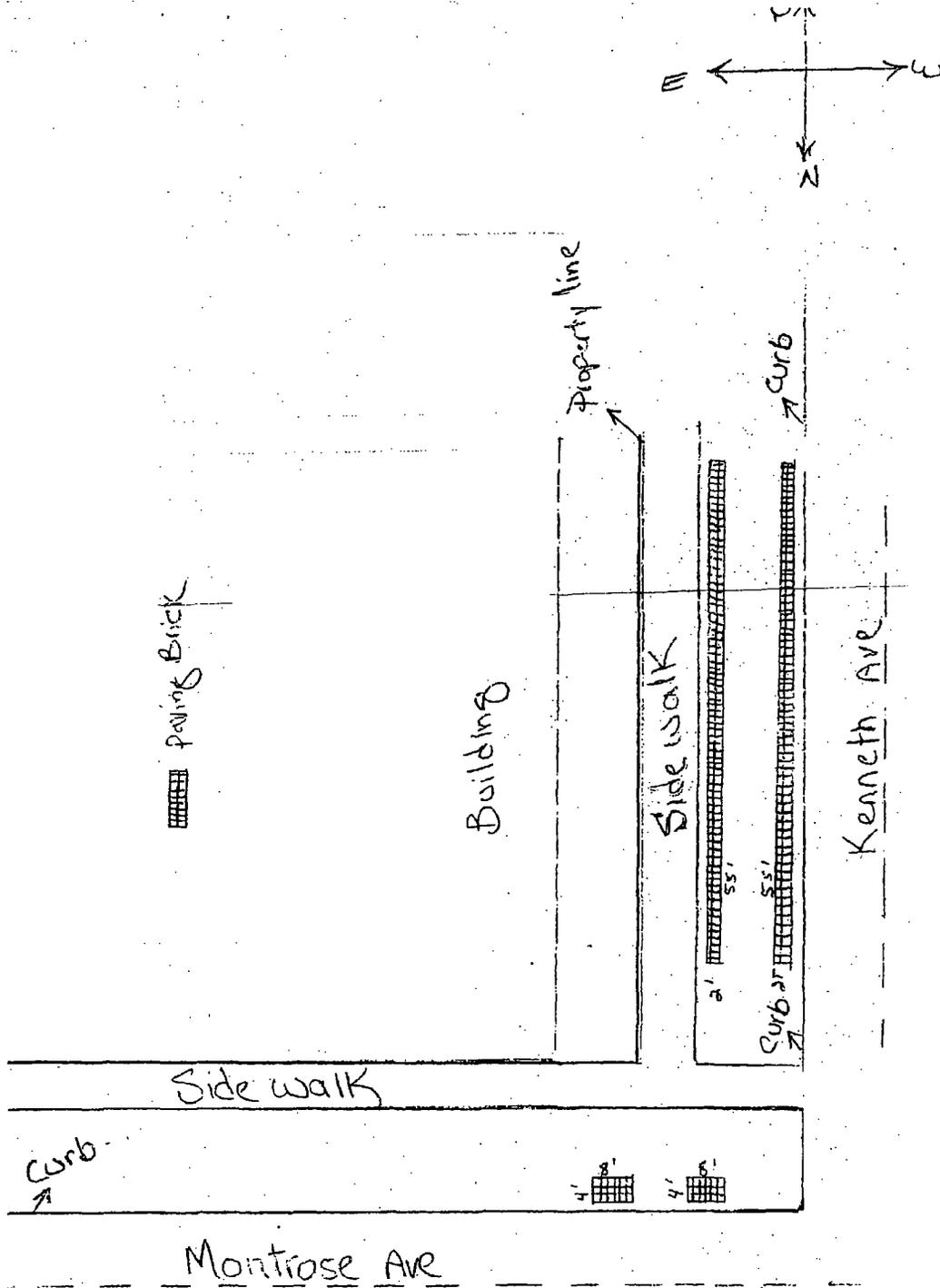
Side Bar Cafe.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Side Bar Cafe, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way adjacent to its premises known as 910 West Buena Avenue. Said sign shall measure four and one-tenth (4.1) feet in length and two and six-tenths (2.6) feet in height and shall be twelve and eight-tenths (12.8) feet above grade. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Office of Emergency Management and Communications.

(Continued on page 87957)

Ordinance associated with this drawing printed on pages 87953 and 87955 of this Journal.



(Continued from page 87955)

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1051016 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87958 of this *Journal*.]

Sidney Garber Jewelers.

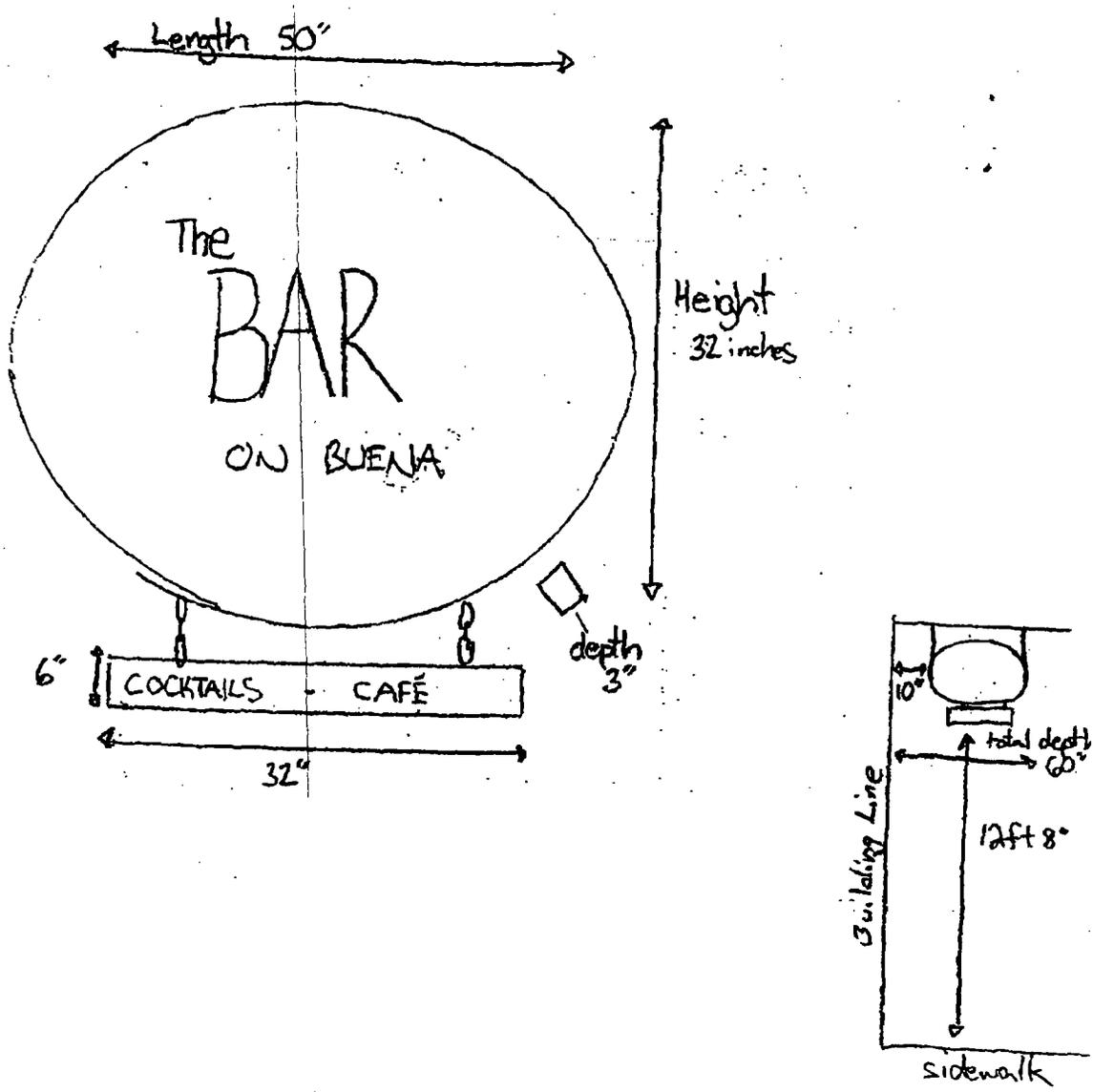
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Sidney Garber Jewelers, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) structural projection over the public right-of-way attached to its premises known as 118 East Delaware Place. Said structural projection shall measure ten (10) feet in length and four (4) feet, eleven (11) inches in width and shall be ten (10) feet, one (1) inch above grade. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation, the Office of Emergency Management and Communications and the Department of Planning and Development.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

(Continued on page 87959)

Ordinance associated with this drawing printed on pages 87955 and 87957 of this Journal.



(Continued from page 87957)

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1054848 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after July 11, 2006.

[Drawing referred to in this ordinance printed
on page 87960 of this *Journal*.]

Silver Tower Chicago, L.L.C.
(Planters)

Be It Ordained by the City Council of the City of Chicago:

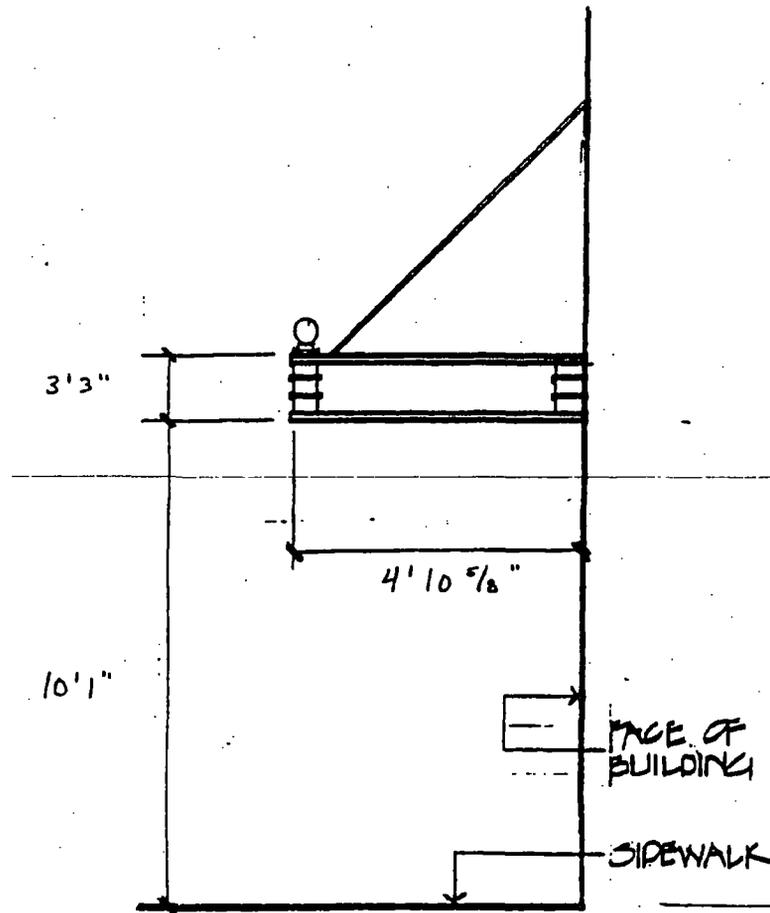
SECTION 1. Permission and authority are hereby given and granted to Silver Tower Chicago, L.L.C., upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use four (4) planters on the public right-of-way adjacent to its premises known as 303 West Ohio Street. Fencing shall surround each planter. Fencing shall be two (2) feet in height. Two (2) planters shall each measure twenty (20) feet in length and five (5) feet in width. Two (2) planters shall each measure fifteen (15) feet in length and five (5) feet in width. Planters shall be located along North Franklin Street. Grantee must allow at least nine (9) feet of clear and unobstructed space for pedestrian passage at all times. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1052698 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

(Continued on page 87961)

Ordinance associated with this drawing printed on pages 87957 and 87959 of this *Journal*.



SIDNEY GARBER

CANOPY

(Continued from page 87959)

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87962 of this *Journal*.]

Silver Tower Chicago, L.L.C.
(Retaining Wall)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Silver Tower Chicago, L.L.C., upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) retaining wall on the public right-of-way adjacent to its premises known as 303 West Ohio Street. Said retaining wall shall be forty-seven and three-tenths (47.3) feet in length and shall extend ten (10) inches over the public sidewalk. Said retaining wall shall be integrated into the facade of the building and used for planting of shrubs. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications and the Department of Planning and Development.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

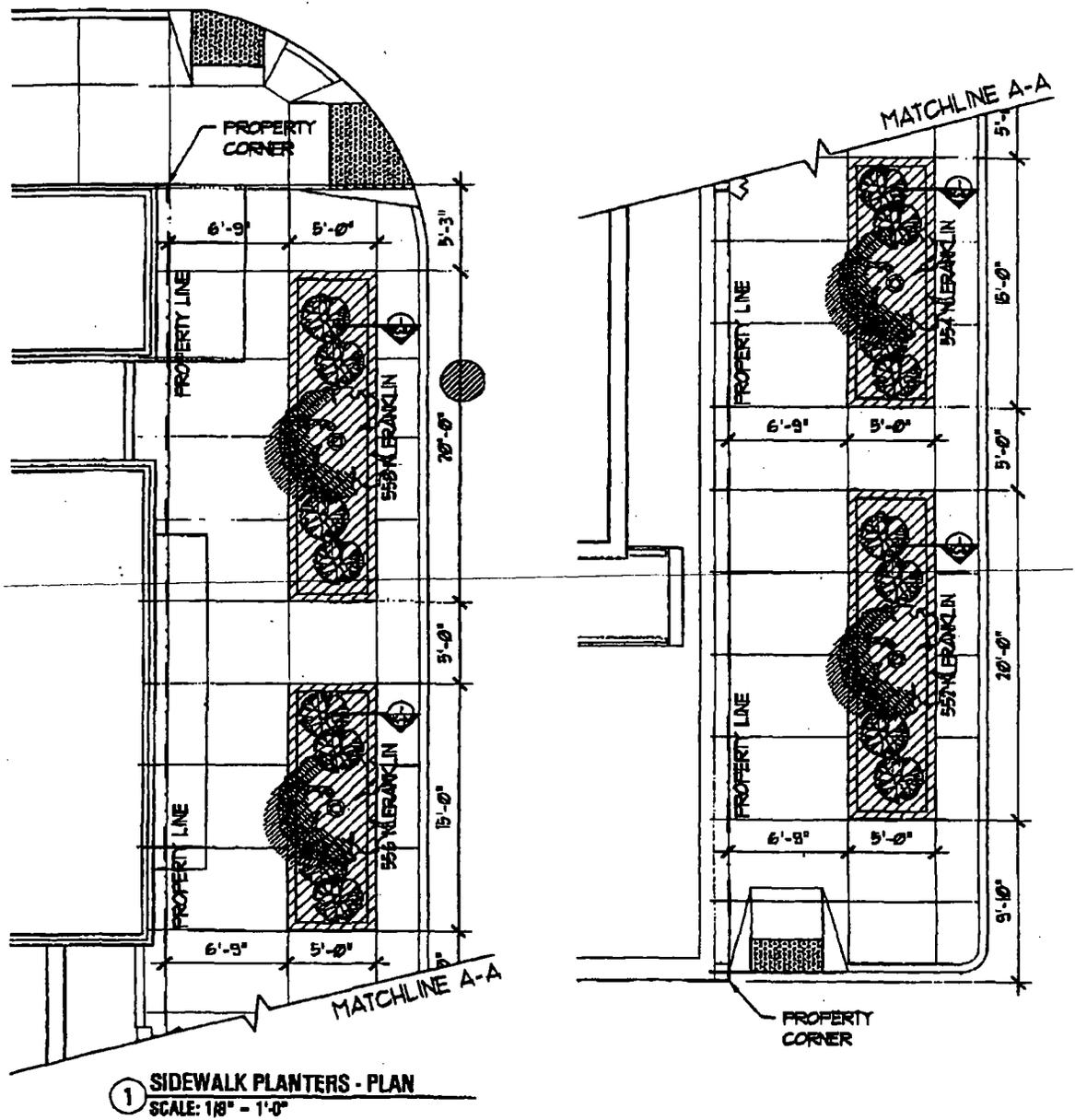
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1052697 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87963 of this *Journal*.]

Ordinance associated with this drawing printed on pages 87859 and 87861 of this *Journal*.



Smithfield Properties XL1 L.L.C.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Smithfield Properties XL1 L.L.C., upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use five (5) planters on the public right-of-way for beautification purposes adjacent to its premises known as 626 -- 644 South Clark Street. Said planters shall be one (1) at twenty-nine (29) feet in length and five (5) feet in width, two (2) at thirty (30) feet in length and five (5) feet in width, one (1) at twenty-seven (27) feet in length and five (5) feet in width and one (1) at twenty and eight-tenths (20.8) feet in length and five (5) feet in width for a total of five hundred thirty-four (534) square feet. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation, the Department of Planning and Development and the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1054199 herein granted the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87965 of this *Journal*.]

Smokehouse Steak & Lemonade.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Smokehouse Steak & Lemonade, upon the terms and subject to the conditions of

(Continued on page 87966)

(Continued from page 87964)

this ordinance, to maintain and use one (1) sign projecting over the public right-of-way adjacent to its premises known as 2500 East 75th Street. Said sign shall be five (5) feet in length and two (2) feet in width for a total of ten (10) square feet and ten (10) feet above grade. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1055067 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87967 of this *Journal*.]

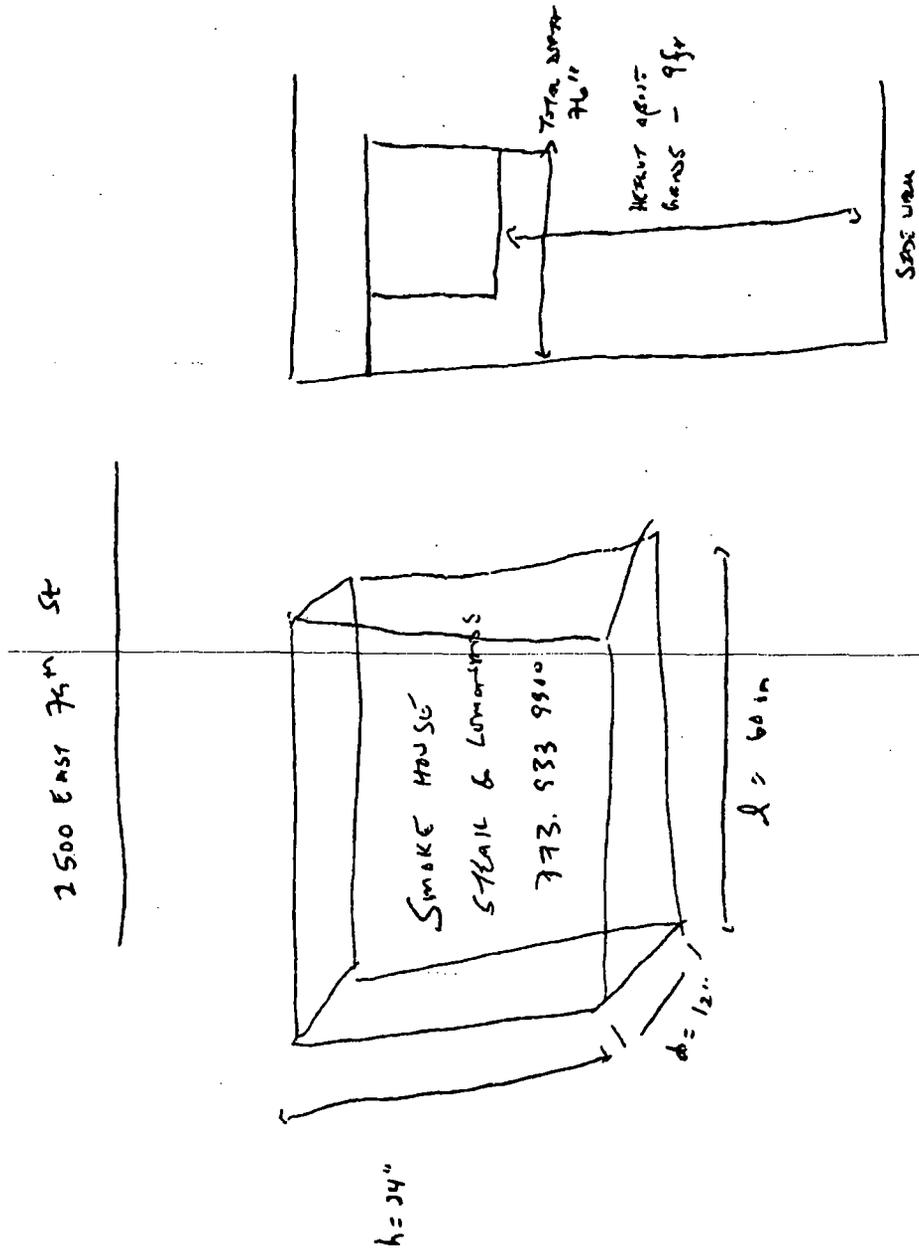
Snappy's Shrimp.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Snappy's Shrimp, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way adjacent to its premises known as 1901 West Irving Park Road. Said sign shall measure four (4) feet in

(Continued on page 87968)

Ordinance associated with this drawing printed on pages 87964 and 87966 of this *Journal*.



(Continued from page 87966)

length and ten (10) feet in height for a total of forty (40) square feet and shall be twelve (12) feet above grade. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1054045 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87969 of this *Journal*.]

Mr. David A. Solis.

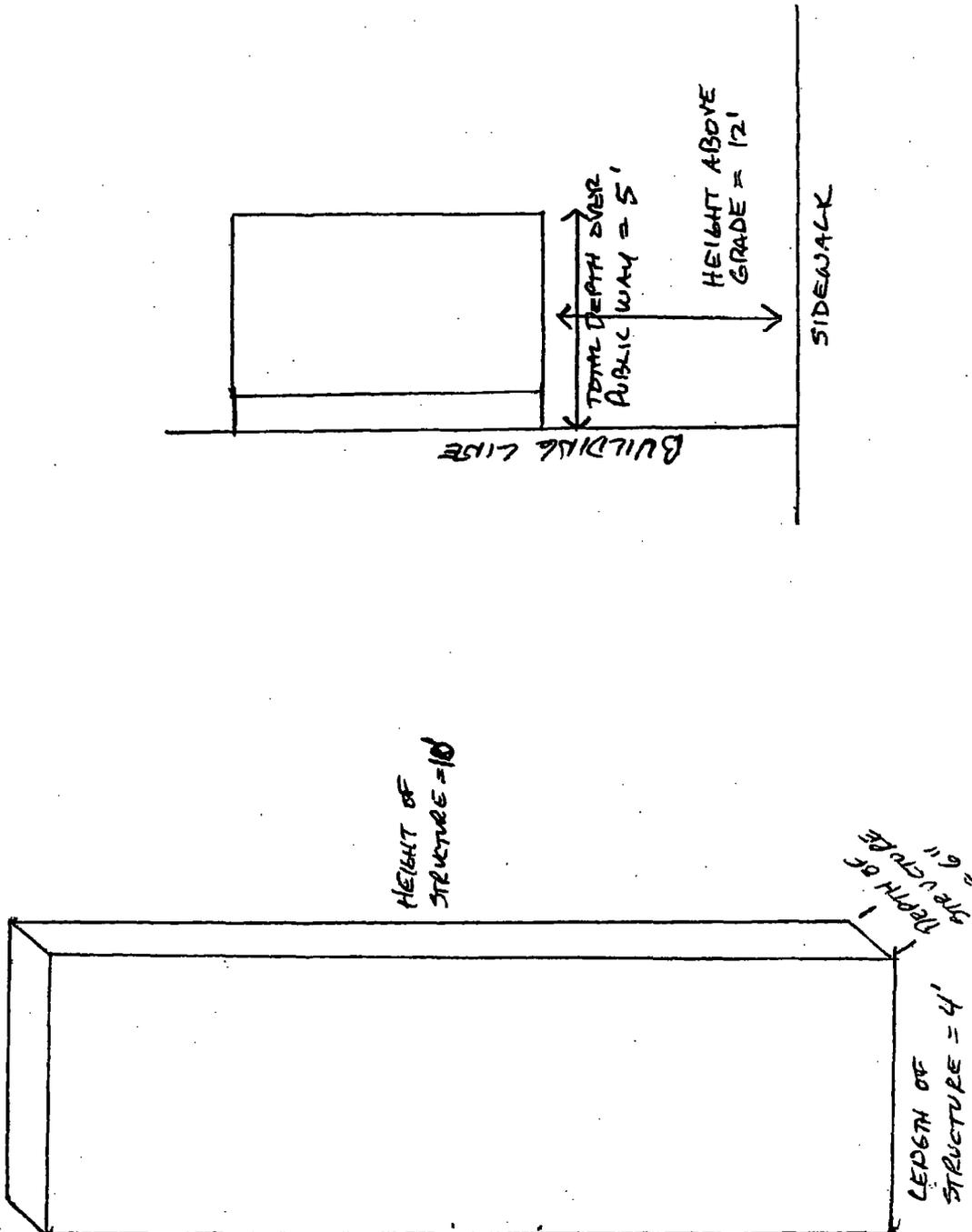
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to David A. Solis, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) vaulted area below the public right-of-way adjacent to its premises known as 2058 West 21st Place. Said vaulted area with staircase inside shall be used to provide property access to the garden level doorways on the northeast corner of West 21st Place and South Hoyne Avenue between the existing

(Continued on page 87970)

Ordinance associated with this drawing printed on pages 87966 and 87968 of this Journal.

1901 W IRVING PL RD



(Continued from page 87968)

building and the existing vaulted sidewalk retaining wall. Said vaulted area with staircase shall be enclosed by a fence along South Hoyne Avenue measuring one hundred twelve (112) feet in length and three (3) feet in width and along West 21st Place measuring twenty-five (25) feet in length and three (3) feet in width for a total of four hundred eleven (411) square feet. Said vaulted areas shall be at a depth of six (6) feet. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Grantee must allow the required clear and unobstructed space for pedestrian passage at all times per rules and regulations approved by the Department of Transportation. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1054935 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87971 of this *Journal*.]

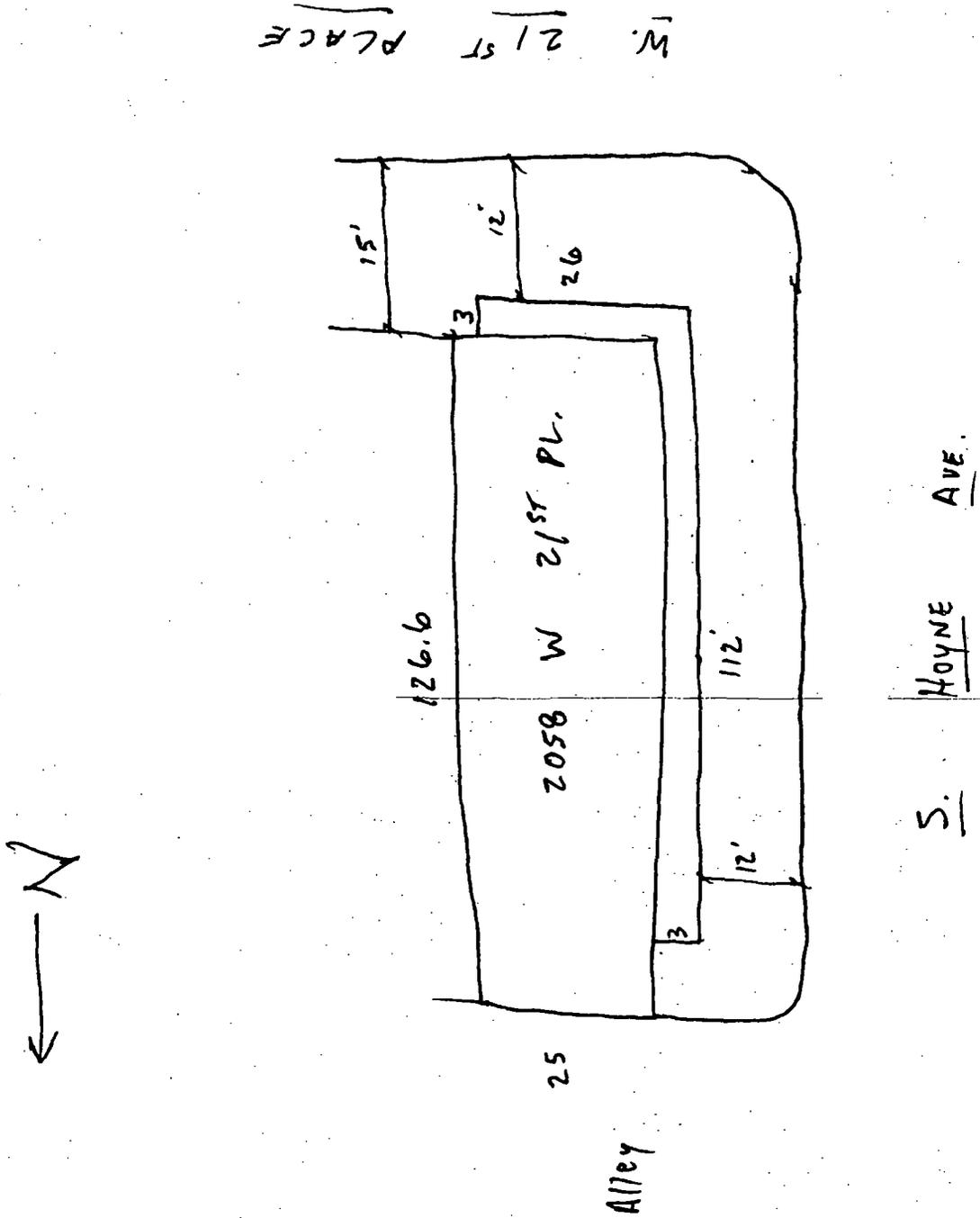
South Central Bank.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to South Central Bank, upon the terms and subject to the conditions of this ordinance, to

(Continued on page 87972)

Ordinance associated with this drawing printed
on pages 87968 and 87970 of this *Journal*.



(Continued from page 87970)

construct, install, maintain and use one (1) structural projection over the public right-of-way attached to its premises known as 808 West 35th Street. Said structural projection shall measure twenty-nine (29) feet, four (4) inches in length, sixteen (16) feet in width and four (4) feet, two (2) inches in depth. Said structural projection shall be fourteen (14) feet above grade and located in public alley. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation, the Office of Emergency Management and Communications and the Department of Planning and Development.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1053511 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87973 of this *Journal*.]

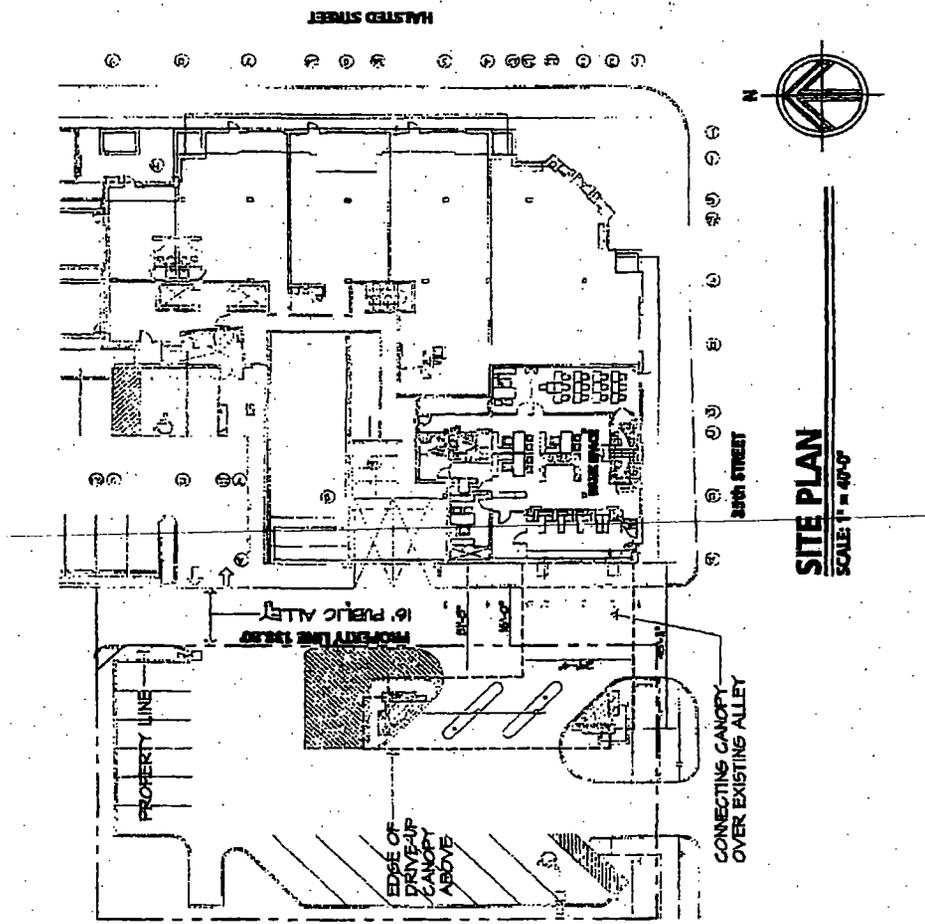
South Shore Hospital.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to South Shore Hospital, upon the terms and subject to the conditions of this ordinance, to

(Continued on page 87974)

Ordinance associated with this drawing printed on pages 87970 and 87972 of this *Journal*.



(Continued from page 87972)

maintain and use, as now constructed, one (1) manhole on the public right-of-way adjacent to its premises known as 8012 South Crandon Avenue. Said manhole shall be one (1) foot in length and one (1) foot in width for a total of one (1) square foot. The manhole has been constructed in accordance with plans and specifications approved by the Department of Transportation. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1053482 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after June 28, 2006.

[Drawing referred to in this ordinance
unavailable at time of printing.]

Stages Music Hall Inc.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Stages Music Hall Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) structural projection over the public right-of-way attached to its premises known as 3730 North Clark Street. Said structural projection shall measure sixteen (16) feet in length and twelve (12) feet in width for a total of one hundred ninety-two (192) square feet. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed

in accordance with plans and specifications approved by the Department of Transportation, the Office of Emergency Management and Communications and the Department of Planning and Development.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1053812 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after February 7, 2006.

[Drawing referred to in this ordinance printed
on page 87976 of this *Journal*.]

Standard Equipment Company.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Standard Equipment Company, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, five (5) existing bollards on the public right-of-way adjacent to its premises known as 2033 West Walnut Street. Said bollards shall each measure approximately four (4) feet by four (4) feet "L" shaped and are three (3) feet in height. Bollards shall be located at the driveway entrance to protect the parkway landscaping. Bollards have been constructed in accordance with plans and specifications approved by the Department of Transportation. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

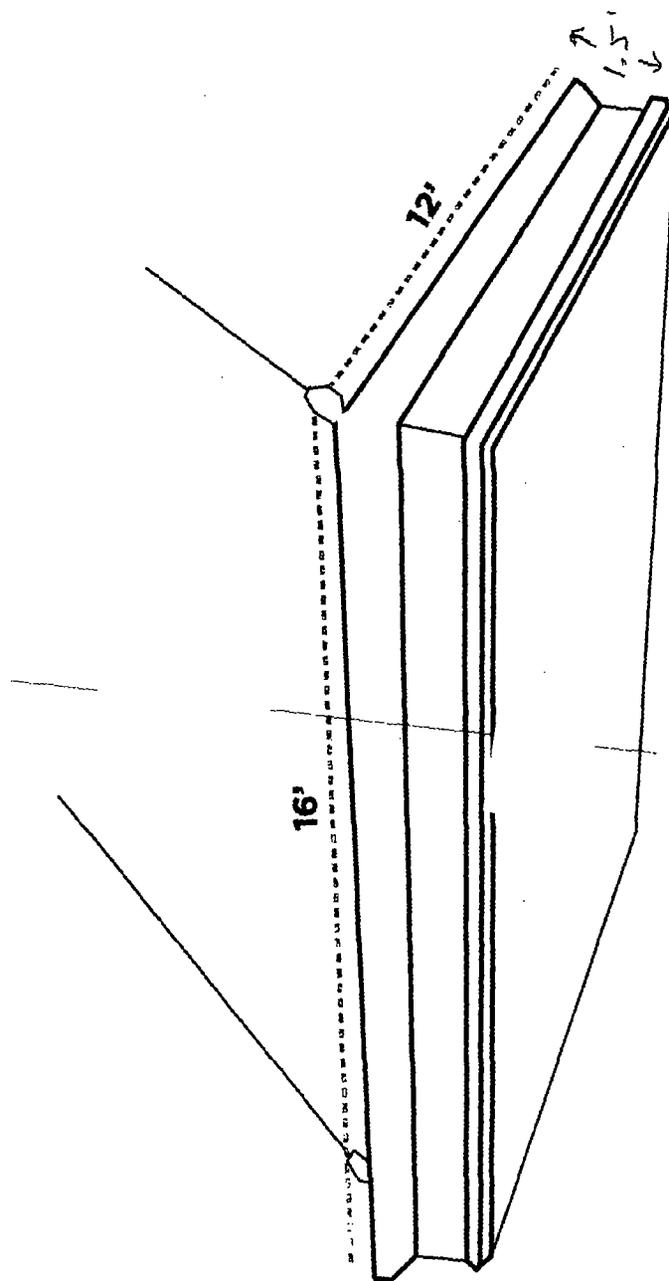
(Continued on page 87977)

87976

JOURNAL--CITY COUNCIL--CHICAGO

10/4/2006

Ordinance associated with this drawing printed
on pages 87974 and 87975 of this Journal.



CLARK ST.

(Continued from page 87975)

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1047460 herein granted the sum of Three Hundred Seventy-five and no/100 Dollars (\$375.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after December 13, 2005.

[Drawing referred to in this ordinance printed
on page 87978 of this *Journal*.]

Starbucks Number 2483.

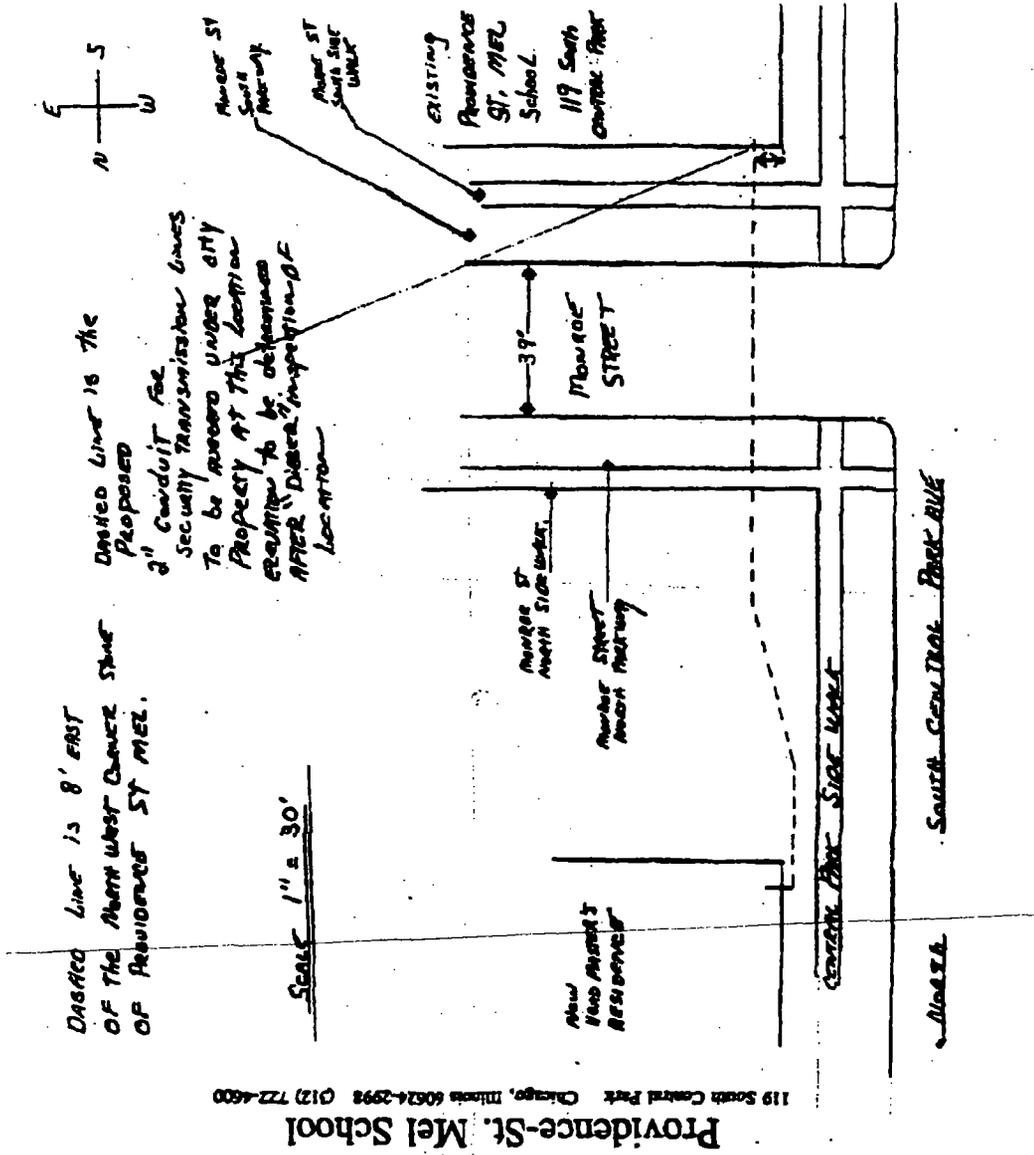
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Starbucks 2483, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) ramp on the public right-of-way adjacent to its premises known as 1430 West Taylor Street. Said ramp constructed of concrete with steel railing shall be twenty-four (24) feet in length and three (3) feet in width for a total of seventy-two (72) square feet located at the corner of West Taylor Street and adjacent courtyard. Said handicap ramp shall be used for wheelchair access. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Grantee must allow the required clearance for pedestrian passage at all times per rules and regulations of the Department of Transportation. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation, the Office of Emergency Management and Communications and the Mayor's Office for People with Disabilities.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

(Continued on page 87979)

Ordinance associated with this drawing printed on pages 87975 and 87977 of this Journal.



(Continued from page 87977)

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1052705 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after December 21, 2005.

[Drawing referred to in this ordinance printed
on page 87980 of this *Journal*.]

Starbucks Coffee Number 2494.

Be It Ordained by the City Council of the City of Chicago:

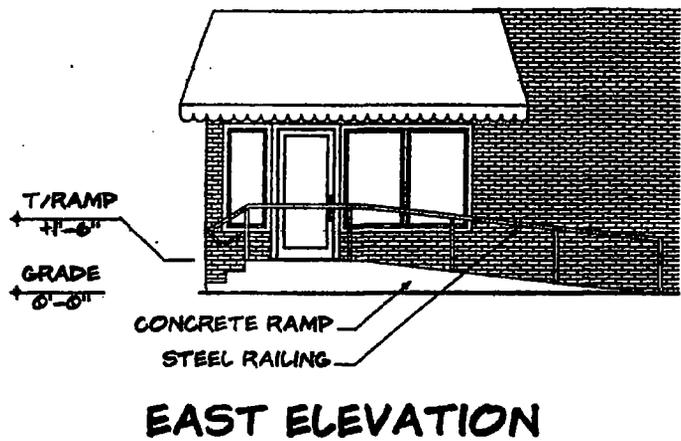
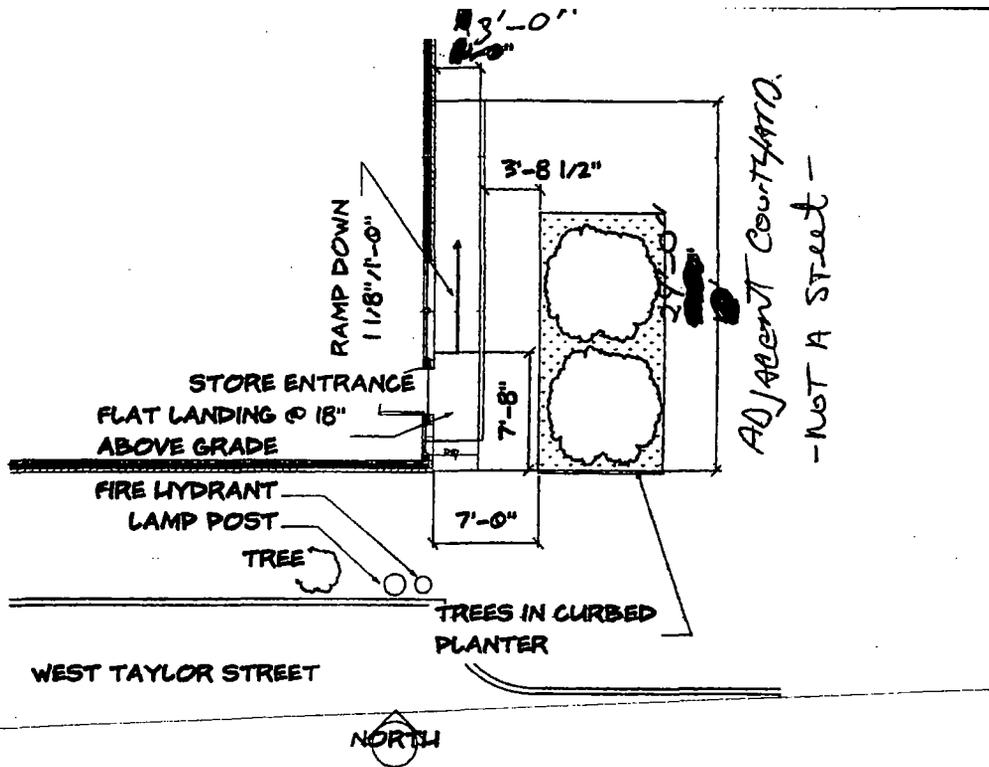
SECTION 1. Permission and authority are hereby given and granted to Starbucks Coffee Number 2494, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, an existing handicap ramp on the public right-of-way adjacent to its premises known as 1157 West Wrightwood Avenue. Said handicap ramp shall be fourteen (14) feet in length and four (4) feet in width for a total of fifty-six (56) square feet. Handicap ramp shall be located along North Racine Avenue. Grantee must allow at least six (6) feet of clear and unobstructed space for pedestrian passage at all times. Handicap Ramp shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Mayor's Office for People with Disabilities. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1051878 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

(Continued on page 87981)

Ordinance associated with this drawing printed on pages 87977 and 87979 of this Journal.



(Continued from page 87979)

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after March 28, 2006.

[Drawing referred to in this ordinance printed
on page 87982 of this *Journal*.]

Subway.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Subway, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) banner projecting over the public right-of-way adjacent to its premises known as 535 North Michigan Avenue. Said banner shall be one and four-tenths (1.4) feet in length and five (5) feet in width for a total of seven (7) square feet and ten (10) feet above grade. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be in accordance with the plans and specifications approved by the Department of Transportation.

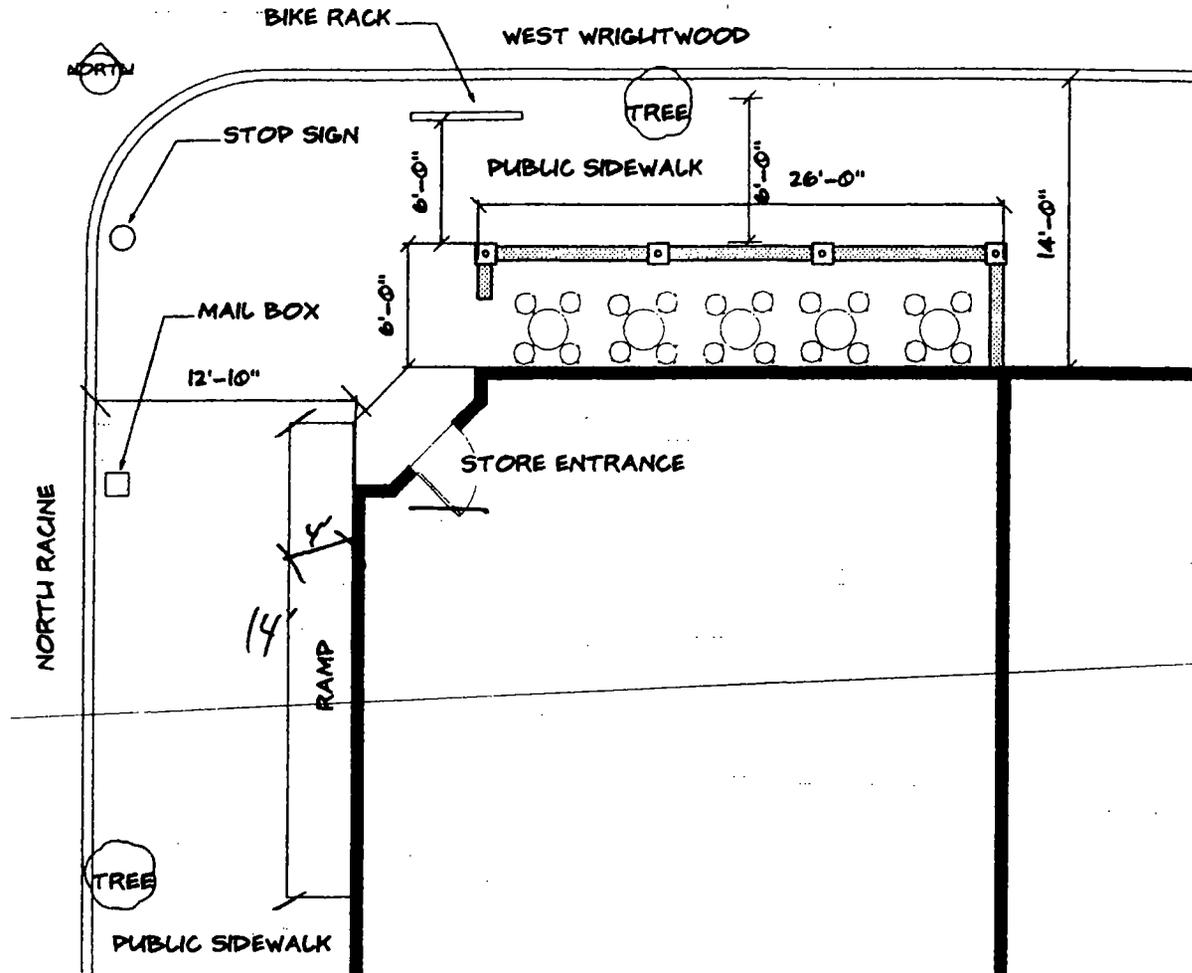
This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1054138 herein granted the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance.

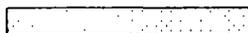
A twenty-five percent (25%) penalty will be added for payments received after due date.

(Continued on page 87983)

Ordinance associated with this drawing printed on pages 87979 and 87981 of this *Journal*.



LEGEND



6" HIGH X 8" WIDE PLANTER BOX SECURELY FASTENED TO CAFE RAILING AND COVERING NO LESS THAN 50% OF LENGTH OF RAILING



CAFE RAILING NO LESS THAN 24" HIGH AND NO MORE THAN 36" HIGH AND SECURELY STABILIZED IN RAILING BASE



RAILING BASE

GENERAL NOTES

MAINTAIN MINIMUM 6'-0" CLEAR SPAC FROM SIDEWALK CAFE BOUNDARY TO ALL PERMANENT STRUCTURES INSTALLED IN THE PUBLIC WAY

(Continued from page 87981)

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance
unavailable at time of printing.]

Su Casa.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Su Casa, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way adjacent to its premises known as 49 East Ontario Street. Said sign shall measure six and six-tenths (6.6) feet in length and twenty-three (23) feet in height and shall be twelve (12) feet above grade. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1051732 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

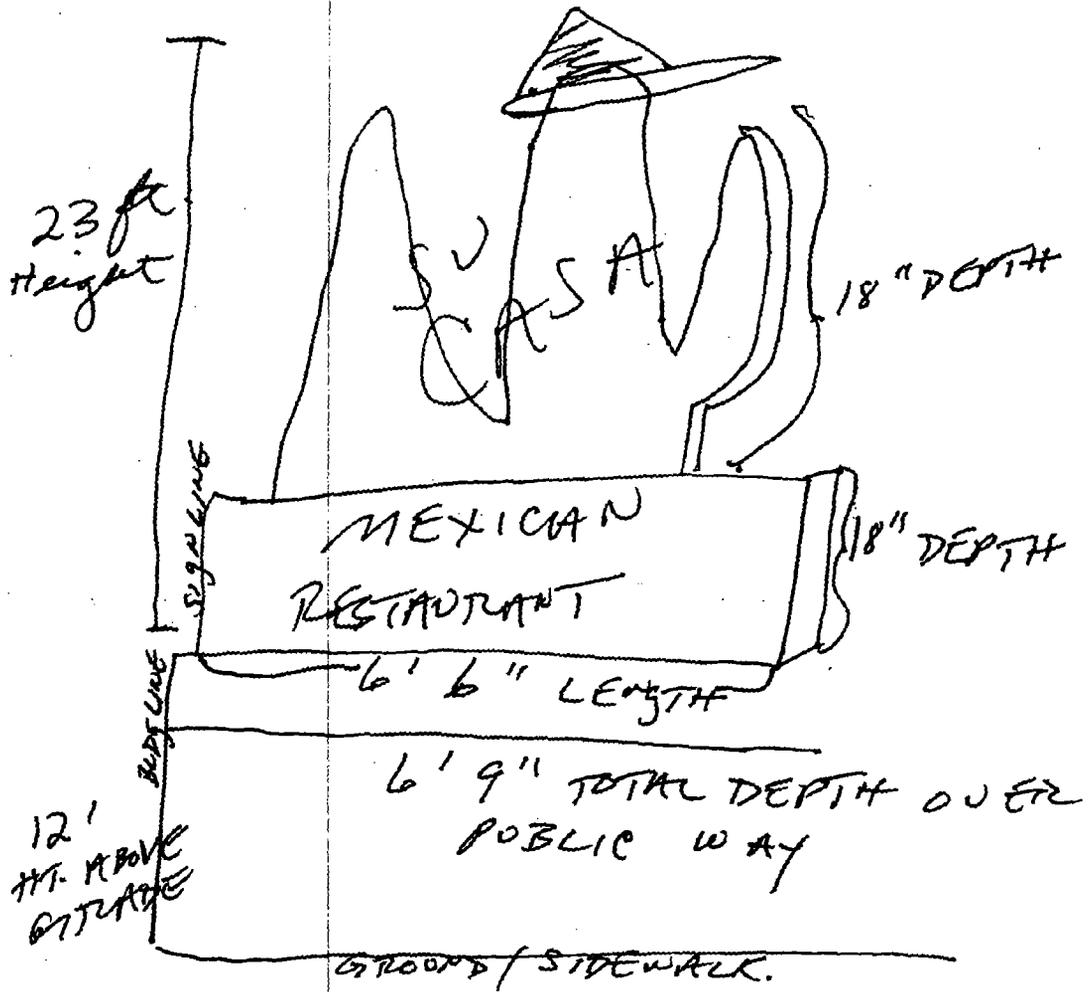
Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87984 of this *Journal*.]

Ordinance associated with this drawing printed
on page 87983 of this Journal.

SIGN DRAWING

49 E. ONTARIO ST., CHGO
SU CASA - DRAW # 220608



Superior West Private Residences.
(Building Projections)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Superior West Private Residences, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, twelve (12) building projections over the public right-of-way attached to its premises known as 101 West Superior Street. Said building projections located along West Superior Street shall measure four (4) at eight (8) feet in length and two and six-tenths (2.6) feet in width, two (2) at ten (10) feet in length and two and six-tenths (2.6) feet in width and one (1) at six (6) feet in length and two and six-tenths (2.6) feet in width. Said building projections located along North Clark street shall measure four (4) at eight (8) feet in length and two and six-tenths (2.6) feet in width and one (1) at five (5) feet in length and two and six-tenths (2.6) feet in width. Said building projections are twelve and six-tenths (12.6) feet above grade. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation, the Office of Emergency Management and Communications and the Department of Planning and Development.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1054342 herein granted the sum of One Thousand Two Hundred and no/100 Dollars (\$1,200.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87986 of this *Journal*.]

Ordinance associated with this drawing printed
on page 87985 of this *Journal*.



Superior West Private Residences.
(Structural Projections)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Superior West Private Residences, upon the terms and subject to the conditions of this ordinance, to maintain and use two (2) structural projections over the public right-of-way attached to its premises known as 101 West Superior Street. Said structural projections each shall measure twenty-five (25) feet in length and three and nine-tenths (3.9) feet in width and shall be fourteen (14) feet above grade. One structure shall be located along West Superior Street and the other structure shall be along North Clark Street. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation, the Office of Emergency Management and Communications and the Department of Planning and Development.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1052772 herein granted the sum of Eight Hundred and no/100 Dollars (\$800.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87988 of this *Journal*.]

Ordinance associated with this drawing printed
on page 87987 of this *Journal*.



T & S Cleaners.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to T & S Cleaners, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way adjacent to its premises known as 2435 North Clark Street. Said sign shall measure five and two-tenths (5.2) feet in length and three and six-tenths (3.6) feet in height and shall be eleven and six-tenths (11.6) feet above grade. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1051027 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87990 of this *Journal*.]

Taha Real Estate Properties.

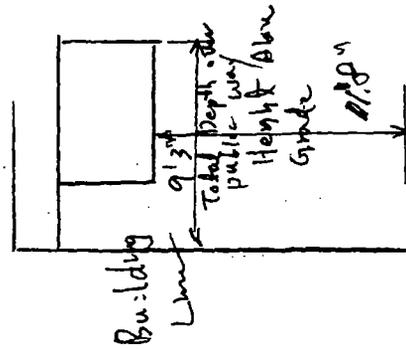
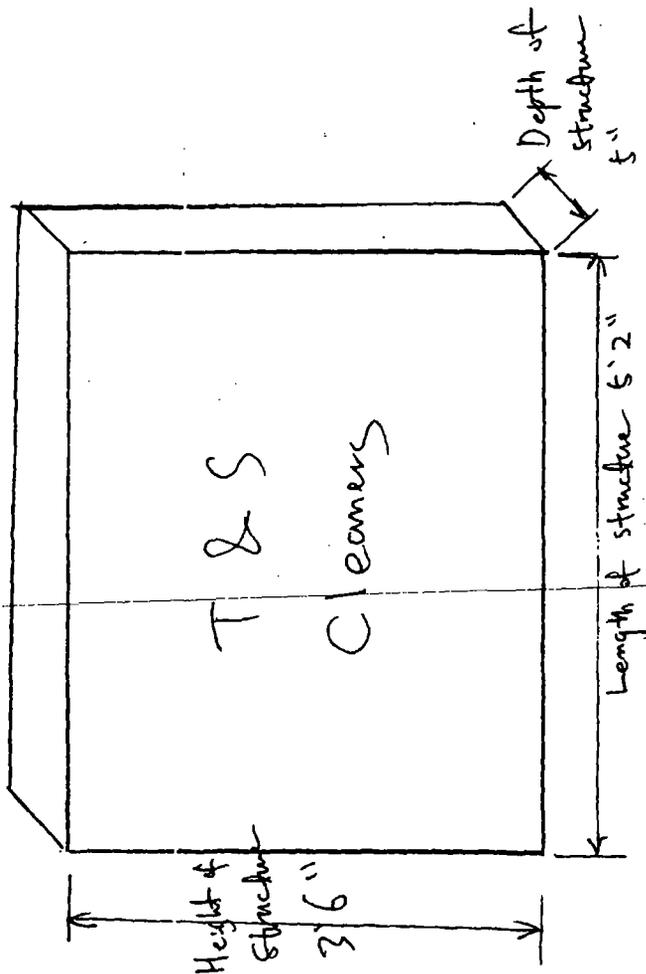
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Taha Real Estate Properties, upon the terms and subject to the conditions of this ordinance.

(Continued on page 87991)

Ordinance associated with this drawing printed on page 87989 of this Journal.

2435 N Clark St.



(Continued from page 87989)

to maintain and use a portion of the public right-of-way for occupation of space (alley) adjacent to its premises known as 8327 South South Chicago Avenue. Said unimproved alley shall measure a total square footage of one thousand two hundred thirty-four (1,234). Said east/west alley shall be bounded by East 83rd Street, South Clyde Avenue and South South Chicago Avenue. Unimproved alley shall be used for the purpose of a parking lot for adjacent building owned by applicant. Occupation of space (alley) shall be constructed in accordance with plans and specifications approved by the Department of Transportation. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1053025 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87992 of this *Journal*.]

Taqueria Tayahua.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Taqueria Tayahua, upon the terms and subject to the conditions of this ordinance, to

(Continued on page 87993)

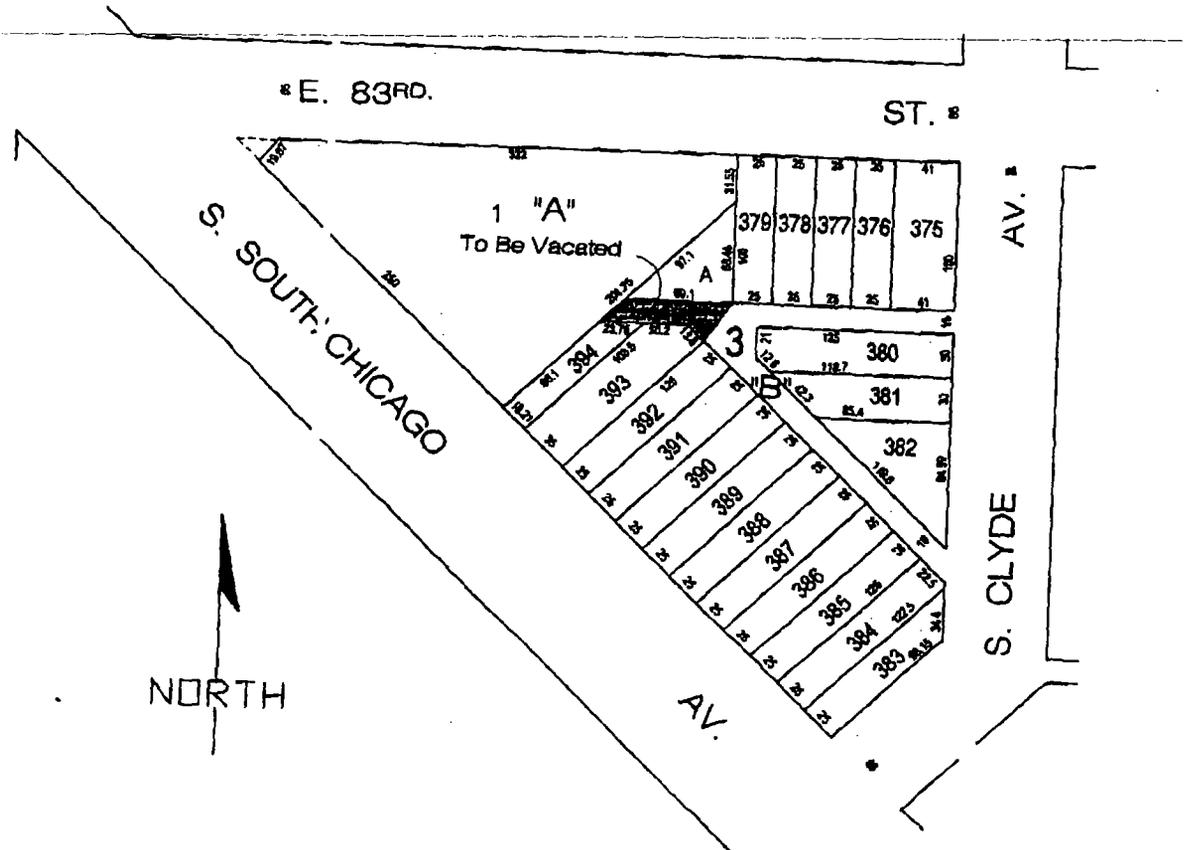
"A"
 Lincoln Addition being a Resub. of that part of Whitford's Sub. of the
 N.W. 1/4 of the S. 1/2 and that part of Moore's Sub. of the N. 1/2 of the N.E. 1/4
 of the S.W. 1/4 of the S.E. 1/4 lying N.E. of L.S. & M.S. R.R. in Sec. 36-38-14.

"B"
 E.B. Shogren & Co's. Jeffrey Highland's, being a Resub. of William's Sub. of
 the N.E. 1/4 of the S.E. 1/4 of Sec 36-38-14.

1234 square footage

Taha
 8327 S. South Chicago

Dr. No. 36-08-06-2946



(Continued from page 87991)

maintain and use one (1) sign projecting over the public right-of-way adjacent to its premises known as 2411 South Western Avenue. Said sign shall measure two and six-tenths (2.6) feet in length and five (5) feet in height and shall be nine and ten-hundredths (9.10) feet above grade. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1053988 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87994 of this *Journal*.]

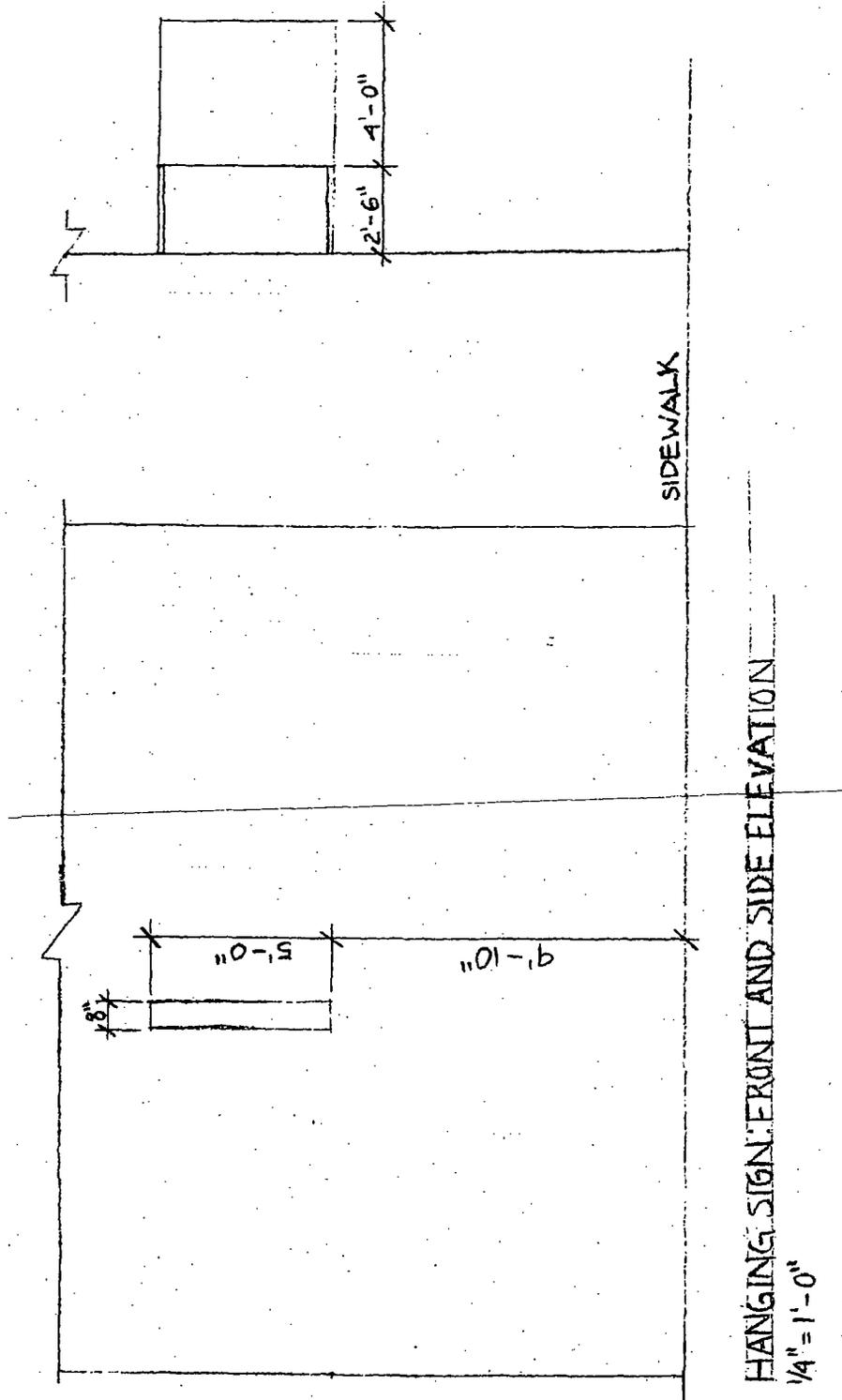
Ten East Delaware, L.L.C.
(Balconies)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Ten East Delaware, L.L.C., upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one hundred seventy (170) balconies

(Continued on page 87995)

Ordinance associated with this drawing printed on pages 87991 and 87993 of this *Journal*.



(Continued from page 87993)

projecting over the public right-of-way adjacent to its premises known as 10 East Delaware Place. Said balconies shall be described as follows:

Southside Of Building.

Balconies projecting over the public way at the southside of building from floor levels nine (9) through thirty-two (32) ranging from ninety-three (93) to three hundred twenty-four (324) feet above grade. Balconies shall measure twenty-three (23) at twelve (12) feet, seven (7) inches in length and three (3) feet, one (1) inch in width, twenty-three (23) at eleven (11) feet, five (5) inches in length and three (3) feet, one (1) inch in width, twenty-three (23) at eleven feet, five (5) inches in length and three (3) feet, one (1) inch in width and twenty-three (23) at twelve (12) feet, eight (8) inches length and three (3) feet, one (1) inch in width.

Penthouse Level.

Balconies projecting over the public way at the southside of building at the penthouse levels from floors thirty-three (33) through thirty-four (34) ranging from three hundred thirty-six (336) feet to three hundred forty (340) feet above grade. Balconies shall measure two (2) at twelve (12) feet, seven (7) inches in length and three (3) feet, two (2) inches in width, two (2) at fourteen (14) feet, seven (7) inches in length to three (3) feet, two (2) inches in width and two (2) at twelve (12) feet, seven (7) inches in length to three (3) feet, two (2) inches in width.

Northside Of Building.

Balconies projecting over the public way at the northside of building from floor levels nine (9) through thirty-two (32) ranging from one hundred three (103) feet, three (3) inches to three hundred twenty-four (324) feet above grade. Balconies shall measure twenty-two (22) at thirteen (13) feet, ten (10) inches in length and four (4) feet, two (2) inches in width, twenty-two (22) at fourteen (14) feet, five (5) inches in length and four (4) feet, two (2) inches in width and twenty-two (22) at six (6) feet, eleven (11) inches in length and eleven (11) inches in width.

Penthouse Level.

Balconies projecting over the public way at the northside of building at the penthouse level from floors thirty-three (33) to thirty-four (34) ranging from three hundred thirty-six (336) feet to three hundred forty-eight (348) feet above grade. Balconies shall measure two (2) at thirteen (13) feet, ten (10)

inches in length and four (4) feet, two (2) inches in width, two (2) at fourteen (14) feet, five (5) inches in length and four (4) feet, two (2) inches in width and two (2) at five (5) feet, nine (9) inches in length and nine (9) inches in width.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation, the Office of Emergency Management and Communications and the Department of Planning and Development.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1054571 herein granted the sum of Twelve Thousand Seven Hundred Fifty and no/100 Dollars (\$12,750.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87997 of this *Journal*.]

Ten East Delaware, L.L.C.
(Building Projections)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Ten East Delaware, L.L.C., upon the terms and subject to the conditions of this ordinance,

(Continued on page 87998)

(Continued from page 87996)

to construct, install, maintain and use seven (7) building projections over the public right-of-way attached to its premises known as 10 East Delaware Place. Said building projections each shall measure approximately sixteen (16) feet, ten (10) inches in length and four (4) feet, ten (10) inches in width and shall range approximately from twenty-four (24) feet, six (6) inches to ninety-three (93) feet above grade. Said building projections shall be located along the public alley at the northeast corner of property from levels three (3) through nine (9). The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation, the Office of Emergency Management and Communications and the Department of Planning and Development.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1054572 herein granted the sum of Two Thousand Eight Hundred and no/100 Dollars (\$2,800.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 87999 of this *Journal*.]

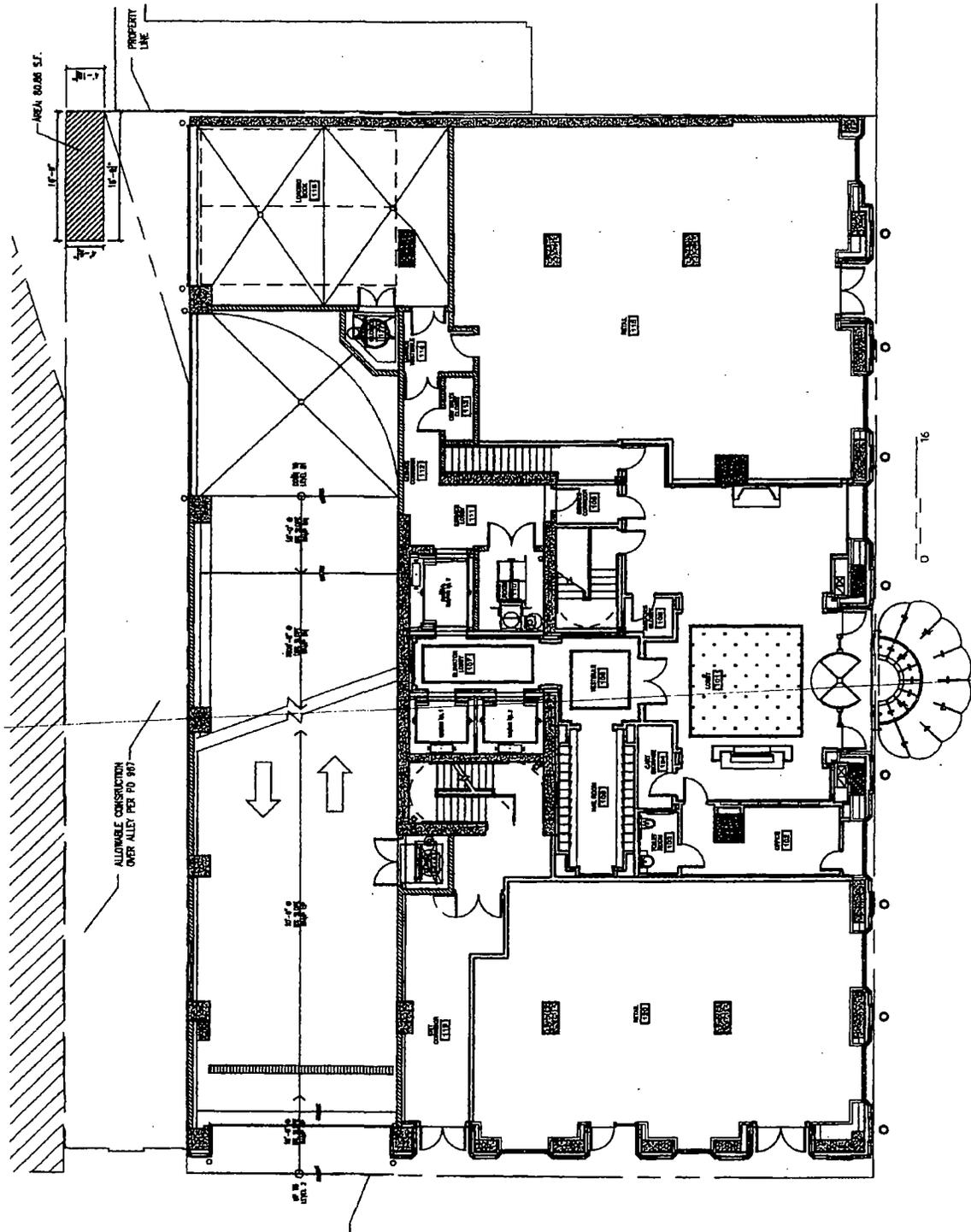
Ten East Delaware, L.L.C.
(Structural Projection)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Ten East Delaware, L.L.C., upon the terms and subject to the conditions of this ordinance,

(Continued on page 88000)

Ordinance associated with this drawing printed on pages 87996 and 87998 of this *Journal*.



(Continued from page 87998)

to construct, install, maintain and use one (1) structural projection over the public right-of-way attached to its premises known as 10 East Delaware Place. Said structural projection shall measure twenty and eight-tenths (20.8) feet in length and twelve and three-tenths (12.3) feet in depth for a total of two hundred fifty-five and eighty-four hundredths (255.84) square feet and shall be fifteen and three-tenths (15.3) feet above grade. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation, the Office of Emergency Management and Communications and the Department of Planning and Development.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1054565 herein granted the sum of Five Hundred Twenty-four and no/100 Dollars (\$524.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 88001 of this *Journal*.]

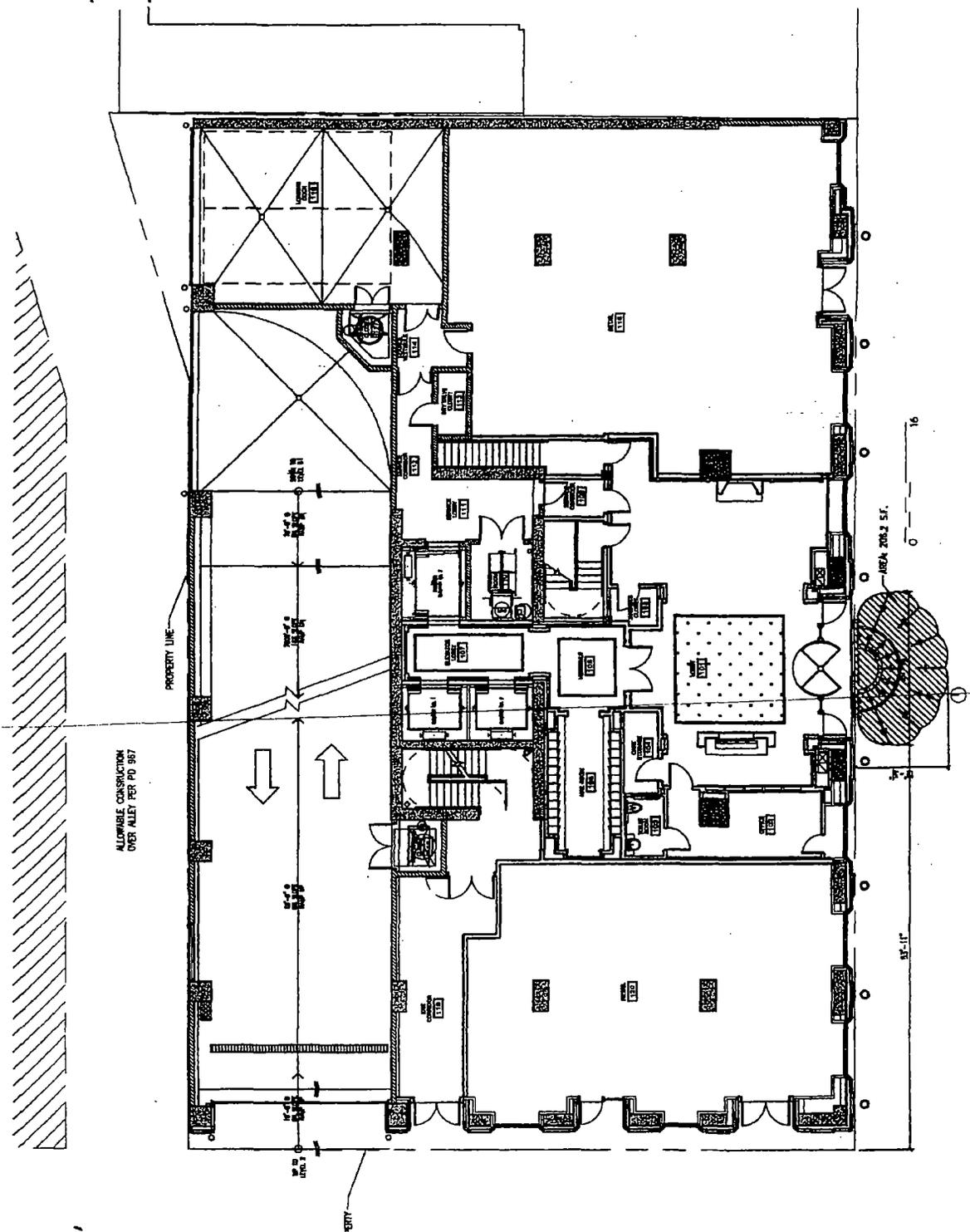
TK Men.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to TK Men, upon the terms and subject to the conditions of this ordinance, to maintain and use two (2) banners projecting over the public right-of-way attached to its premises

(Continued on page 88002)

Ordinance associated with this drawing printed on pages 87998 and 88000 of this *Journal*.



(Continued from page 88000)

known as 1909 West North Avenue. Said banners each shall measure two and five-tenths (2.5) feet in length and five (5) feet in height and shall be seven and five-tenths (7.5) feet above grade. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1054124 herein granted the sum of Two Hundred and no/100 Dollars (\$200.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 88003 of this *Journal*.]

United Hellenic American Congress.

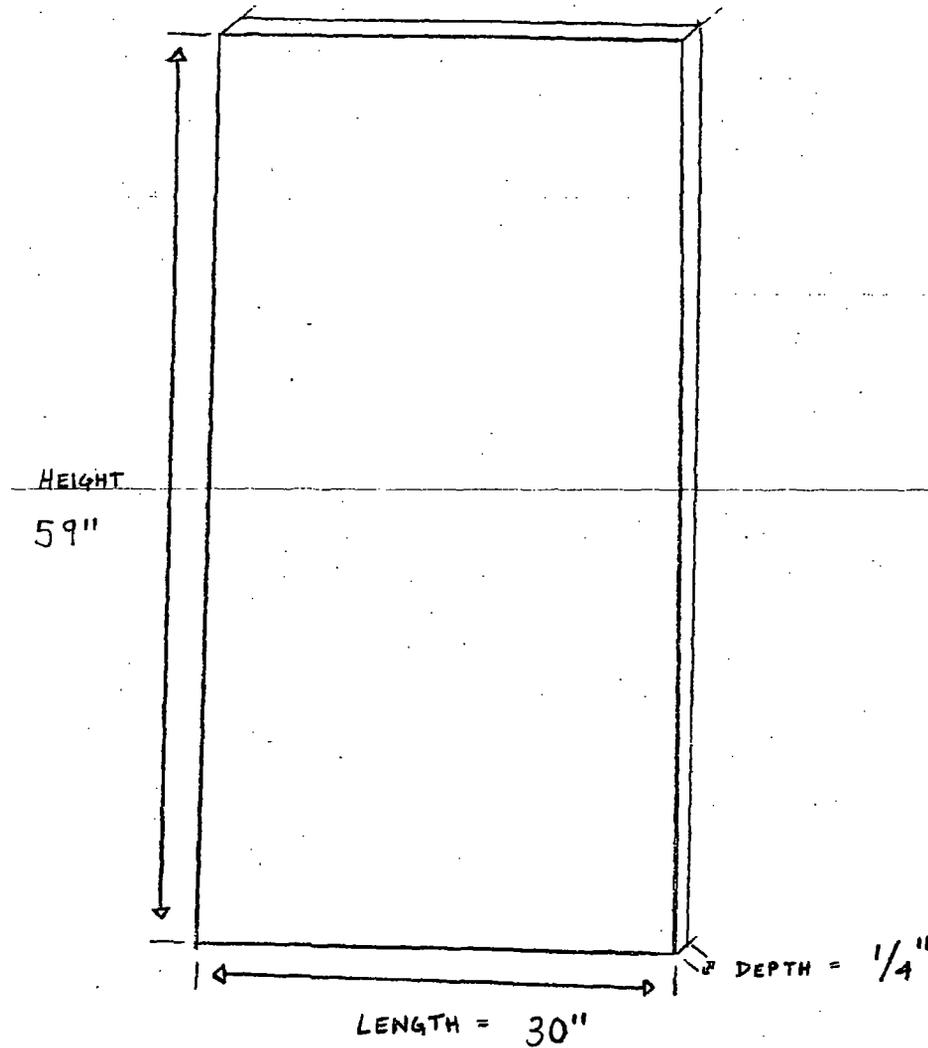
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to United Hellenic American Congress, upon the terms and subject to the conditions of this ordinance, to maintain and use thirty-seven (37) urns on the public right-of-way for beautification purposes adjacent to its premises known as 1 -- 333 South Halsted Street. Said urns each shall measure twenty-two (22) inches in width and forty-one (41) inches in height. Said urns shall be located in front of each establishment along North Halsted Street from West Madison Street through West

(Continued on page 88004)

Ordinance associated with this drawing printed
on pages 80000 and 80002 of this *Journal*.

SIGN DRAWING



(Continued from page 88002)

Jackson Boulevard. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Grantee must allow six (6) feet of clear and unobstructed space for pedestrian passage at all times. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Department of Planning and Development.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1053249 herein granted the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 88005 of this *Journal*.]

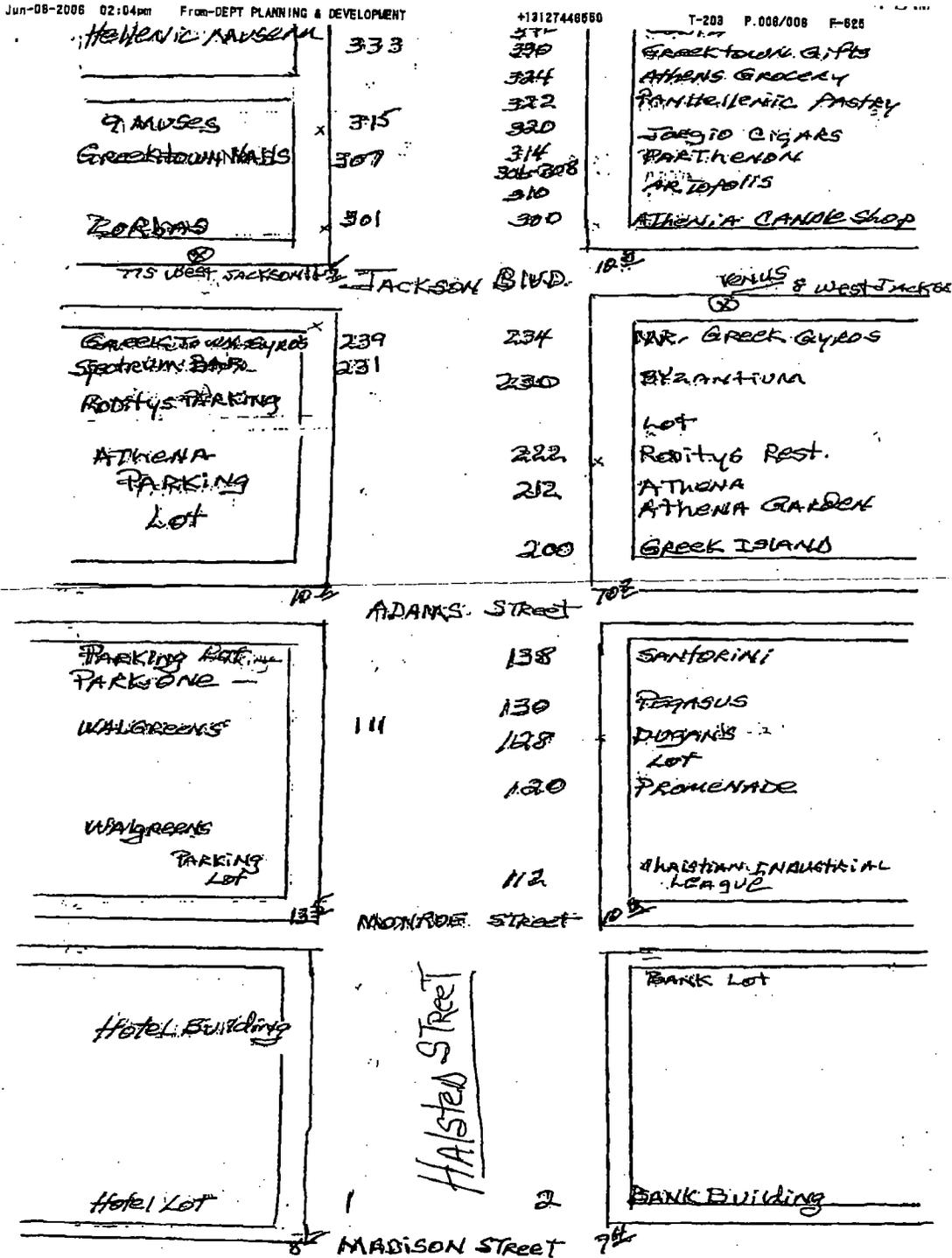
United In Faith Lutheran Church.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to United in Faith Lutheran Church, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way adjacent to its premises known as 6525 West Irving Park Road. Said sign shall measure eight and one-tenth (8.1) feet in length and five (5) feet in height and shall be fourteen (14) feet above grade. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

(Continued on page 88006)

Ordinance associated with this drawing printed on pages 88002 and 88004 of this Journal.



(Continued from page 88004)

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1054712 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 88007 of this *Journal*.]

University Of Chicago.
(6030 -- 6041 South Dorchester Avenue)
(Conduits)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to University of Chicago, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use six (6) conduits beneath the public right-of-way adjacent to its premises known as 6030 -- 6041 South Dorchester Avenue. Said conduits shall be described as follows:

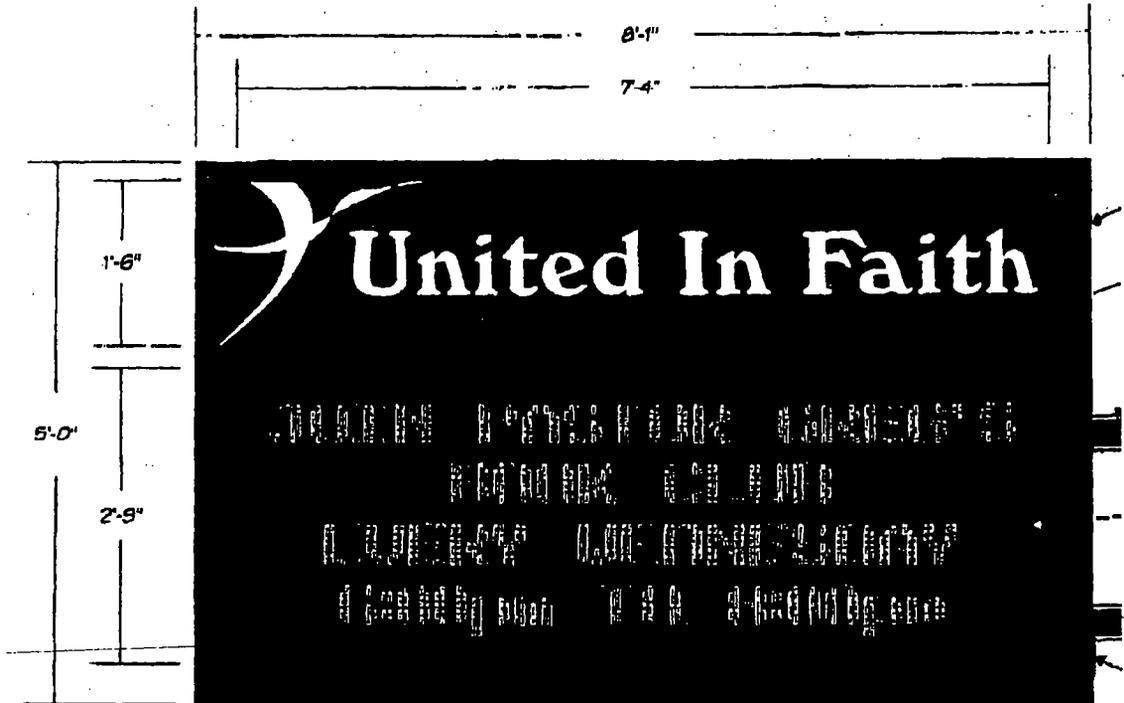
two (2) two (2) inch electric power conduits; and

four (4) four (4) inch NSIT conduits.

All six (6) conduits shall be located under the public way in a sixty-six (66) foot long and twenty (20) foot wide trench. Said trench shall run under and along 6030 -- 6041 South Dorchester Avenue. Trench shall be a maximum of sixteen (16) feet

(Continued on page 88008)

Ordinance associated with this drawing printed on pages 88004 and 88006 of this *Journal*.



5'-0" x 8'-1" x 1'-6" Deep Double Face Illuminated Cantilever Sign W/ LED Message Cent

5'-0" x 8'-1" x 1'-6" Deep Fabricated Aluminum Cabinet with 2" x 2" Galvanized Double Angle Iron Frame Cabinet, 2" Aluminum Retainers (Street Side Retainers Removable for Service), Aluminum Filler Panels & Hanger System Painted Satin Black.

Header Panel - 3/16" White Lexan Faces with 1st Surface Vinyl Graphics Applied:

Logo - Translucent Avery Teal Vinyl, A9622-T, (PMS #322c)

Background - Translucent Avery Night Tide Vinyl, A9619-T, (PMS #321c).

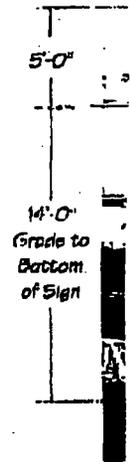
Copy - Translucent White with Matte Black Opaque Vinyl Drop-Shadow, #220-22.

Header Panels Illuminated with 4 - 8' H.O. Fluorescent Lamps, Double Bank.

(2) 2'-9" x 7'-4" x 8" Deep Single Face Self-Contained LED Message Centers Mounted Within Cabinet.

48x128 Matrix, 1 to 8 Lines of Copy, 21" to 35" Respectively. Available in Red or Amber; (Amber Shown Here).

Cabinet Anchored to Wall with (2) 4" x 4" Square Steel Tubes.



(Continued from page 88006)

below grade level. Conduits shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Office of Emergency Management and Communications. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1053241 herein granted the sum of One Thousand Six Hundred Eight and no/100 Dollars (\$1,608.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 88009 of this *Journal*.]

University Of Chicago.
(6030 -- 6041 South Dorchester Avenue)
(Pipes)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to University of Chicago, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use six (6) pipes beneath the public

(Continued on page 88010)

(Continued from page 88008)

right-of-way adjacent to its premises known as 6030 -- 6041 South Dorchester Avenue. Said pipes shall be described as follows:

- One (1) twelve (12) inch steam pipe with a twenty-four (24) inch casing.
- One (1) eight (8) inch pumped condensate pipe with a sixteen (16) inch casing.
- One (1) two (2) inch trapped condensate pipe with an eight (8) inch casing.
- One (1) thirty (30) inch pipe with an outside diameter of thirty-six (36) inches.
- One (1) thirty (30) inch pipe with an outside diameter of thirty-six (36) inches.
- One (1) three (3) inch compressed air pipe.

All six (6) pipes shall be located under the public way in a sixty-six (66) foot long and twenty (20) foot wide trench. Said trench shall run under and along 6030 -- 6041 South Dorchester Avenue. Trench shall be a maximum of sixteen (16) feet below grade level. Pipes shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Department of Water Management. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

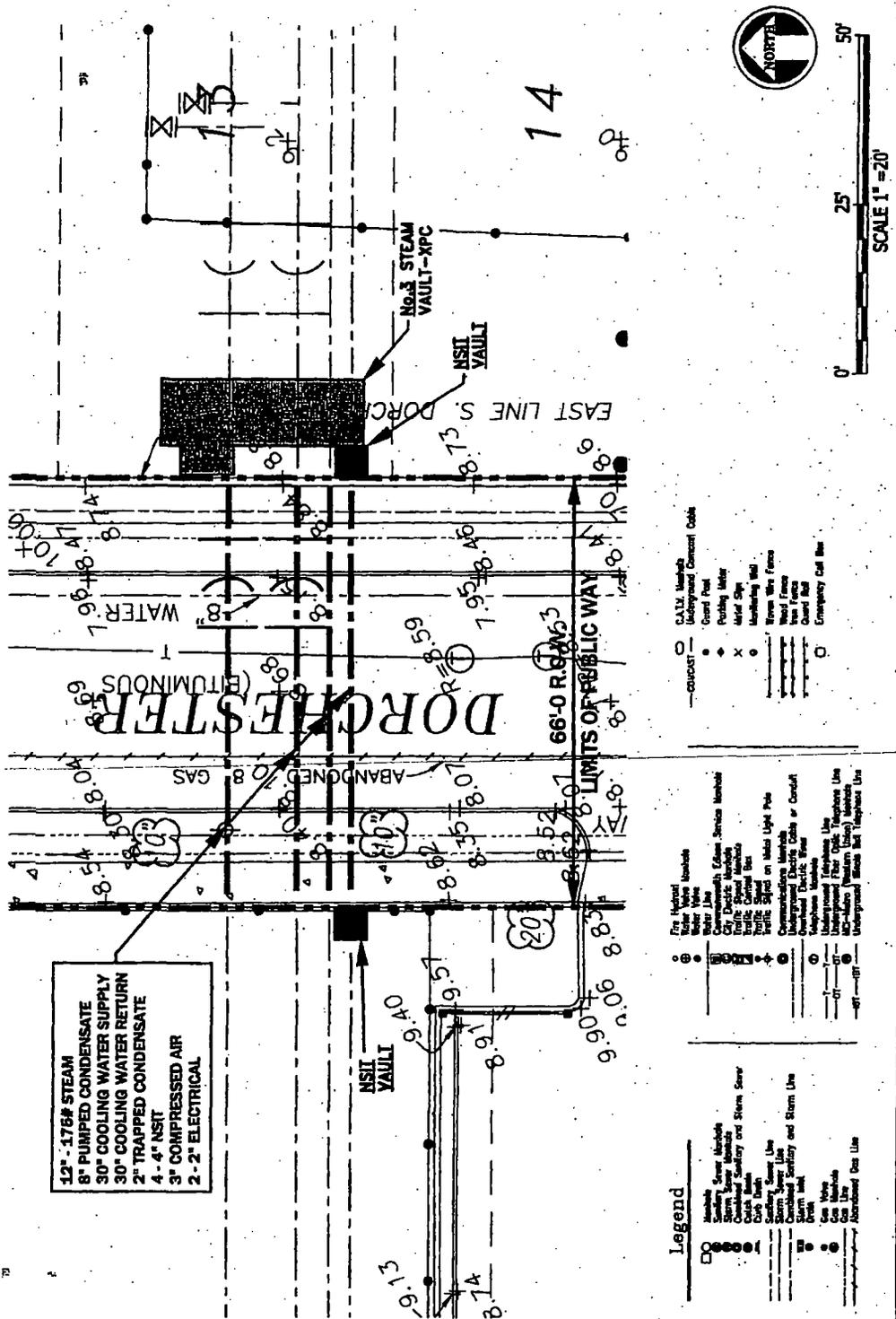
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1053240 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 88010 of this *Journal*.]

Ordinance associated with this drawing printed on pages 88008 and 88010 of this *Journal*.



University Of Chicago.
(5620 -- 5636 South Drexel Avenue)
(Conduits)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to University of Chicago, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use four (4) conduits beneath the public right-of-way adjacent to its premises known as 5620 -- 5636 South Drexel Avenue. Said conduits shall be described as follows:

Four (4) four (4) inch NSIT conduits.

All four (4) conduits shall be located under the public way in a one hundred eighty-five (185) foot long and twelve (12) foot wide trench. Said trench shall run under and along 5620 -- 5635 South Drexel Avenue. Conduits shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Office of Emergency Management and Communications. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

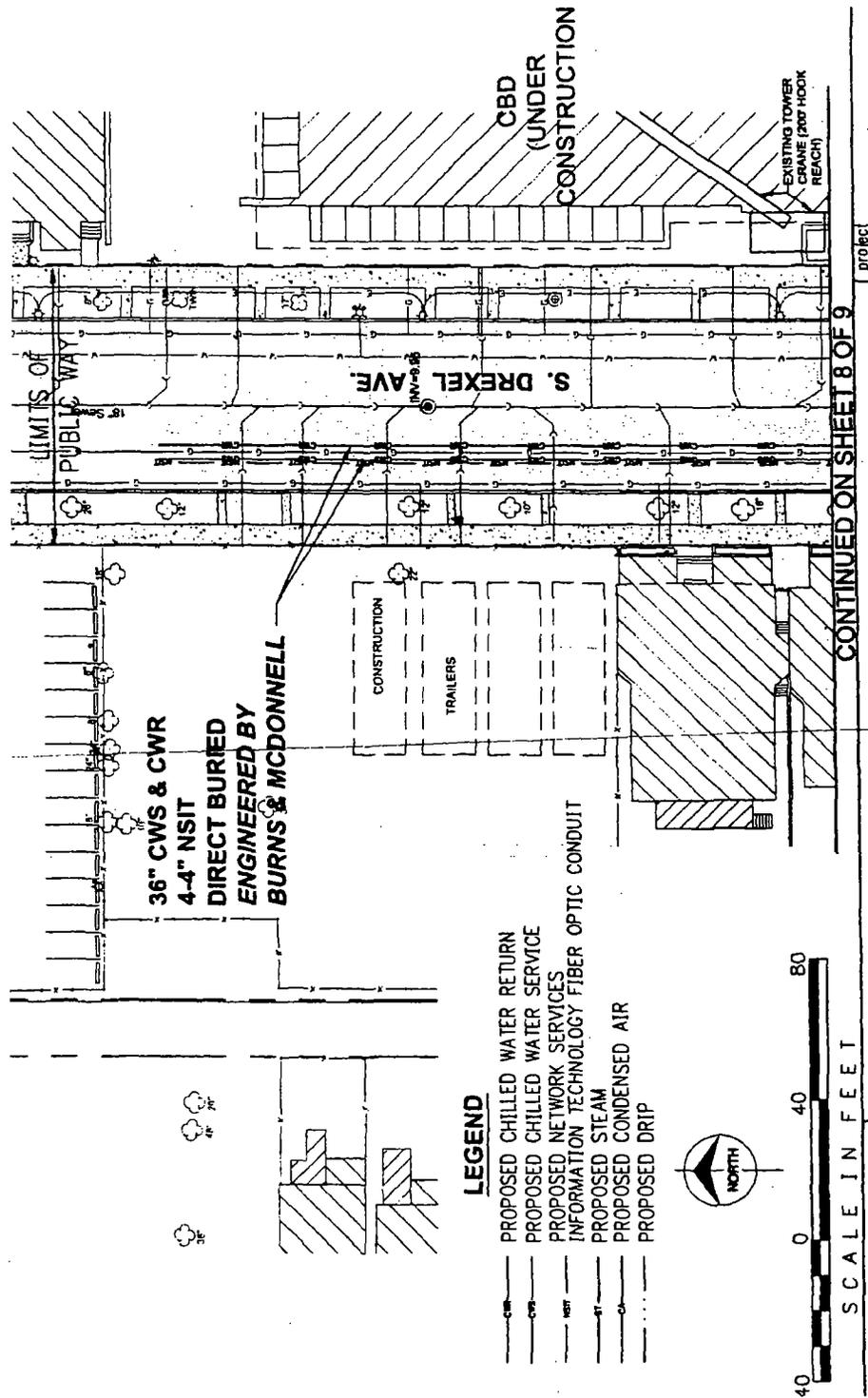
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1052915 herein granted the sum of Three Thousand Four and no/100 Dollars (\$3,004.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 88013 of this *Journal*.]

Ordinance associated with this drawing printed on page 88012 of this *Journal*.



University Of Chicago.
(5620 -- 5636 South Drexel Avenue)
(Pipes)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to University of Chicago, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use two (2) pipes beneath public right-of-way adjacent to its premises known as 5620 -- 5636 South Drexel Avenue. Said pipes shall be described as follows:

One (1) thirty-six (36) inch chilled water service pipe.

One (1) thirty-six (36) inch chilled water return pipe.

Both pipes shall be located under the public way in a one hundred eighty-five (185) foot long and twelve (12) foot wide trench. Said trench shall run under and along 5620 -- 5636 South Drexel Avenue. Trench shall be a maximum of ten (10) feet below grade level. Pipes shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Department of Water Management. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

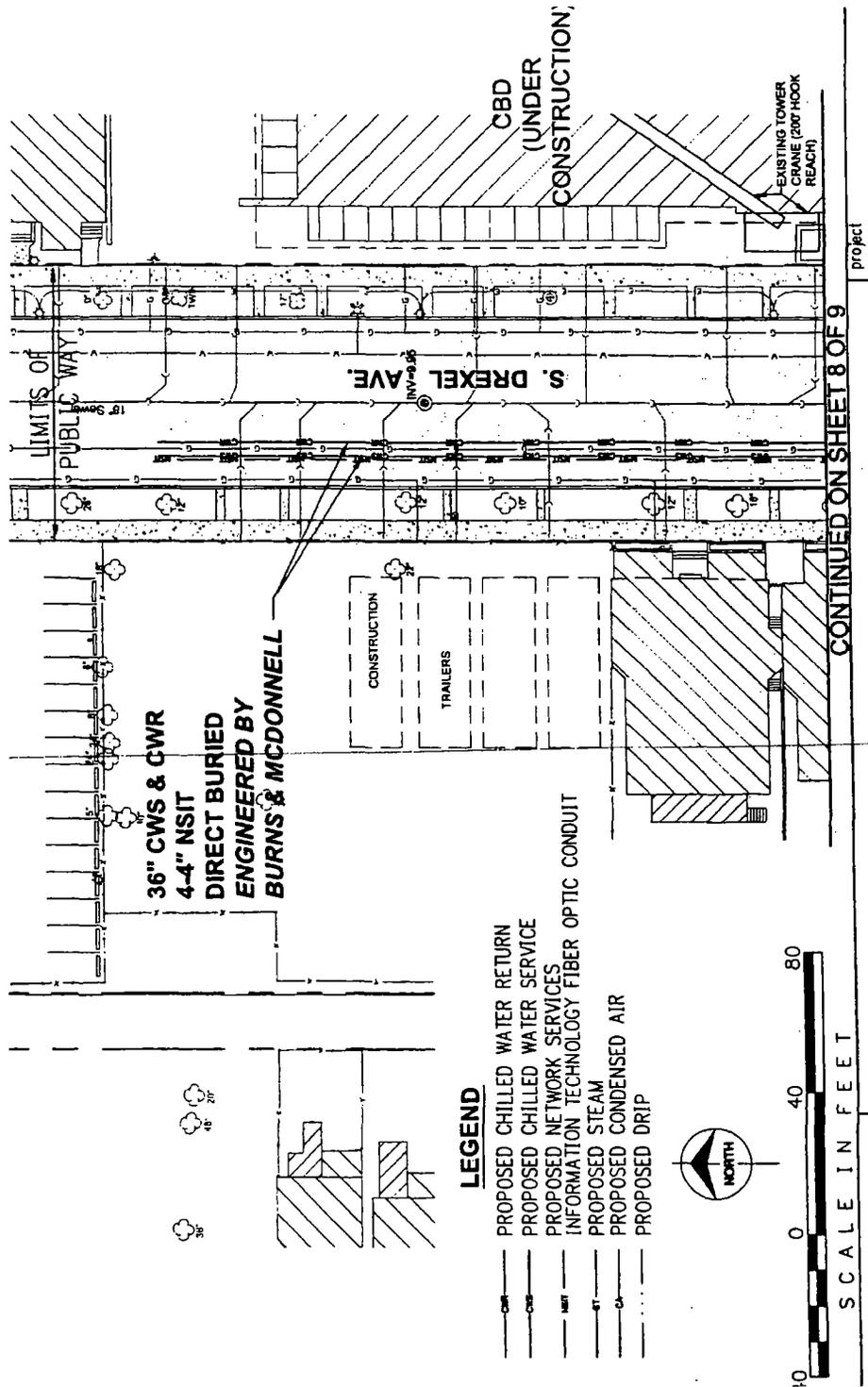
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1052914 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 88015 of this *Journal*.]

Ordinance associated with this drawing printed on page 88014 of this *Journal*.



University Of Chicago.
(5620 -- 5640 South Drexel Avenue)
(Tunnels)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to University of Chicago, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use three (3) utility tunnels under the public right-of-way adjacent to its premises known as 5620 -- 5640 South Drexel Avenue. Said utility tunnels shall be described as follows:

Under and along alley east of South Drexel Avenue, said utility tunnel shall measure sixteen (16) feet in length and twenty-two (22) feet in width.

Under and along South Drexel Avenue, said utility tunnel shall measure seventy-six (76) feet in length and sixteen (16) feet in width.

Under and along alley west of South Drexel Avenue, said utility tunnel shall measure sixteen (16) feet in length and twenty-two (22) feet in width.

All three (3) utility tunnels shall connect starting with public alley east of South Drexel Avenue to South Drexel Avenue to public alley west of South Drexel Avenue. Utility tunnels shall be a maximum of thirty-five (35) feet below grade level and twenty (20) feet in height. Utility tunnels shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Office of Emergency Management and Communications. The location of said privilege shall be as shown on prints hereto attached, which by reference are hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

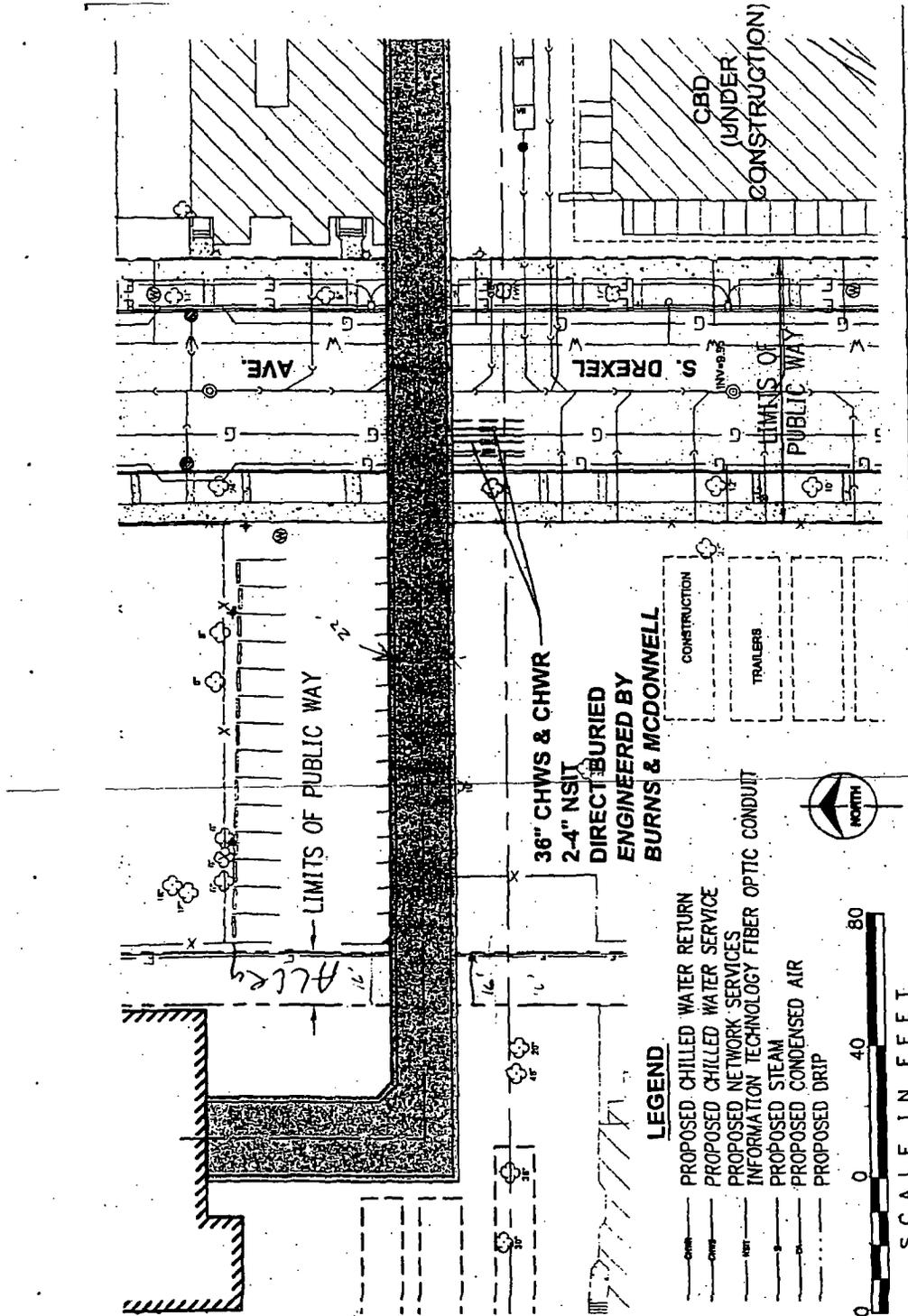
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1054336 herein granted the sum of One Thousand Two Hundred and no/100 Dollars (\$1,200.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

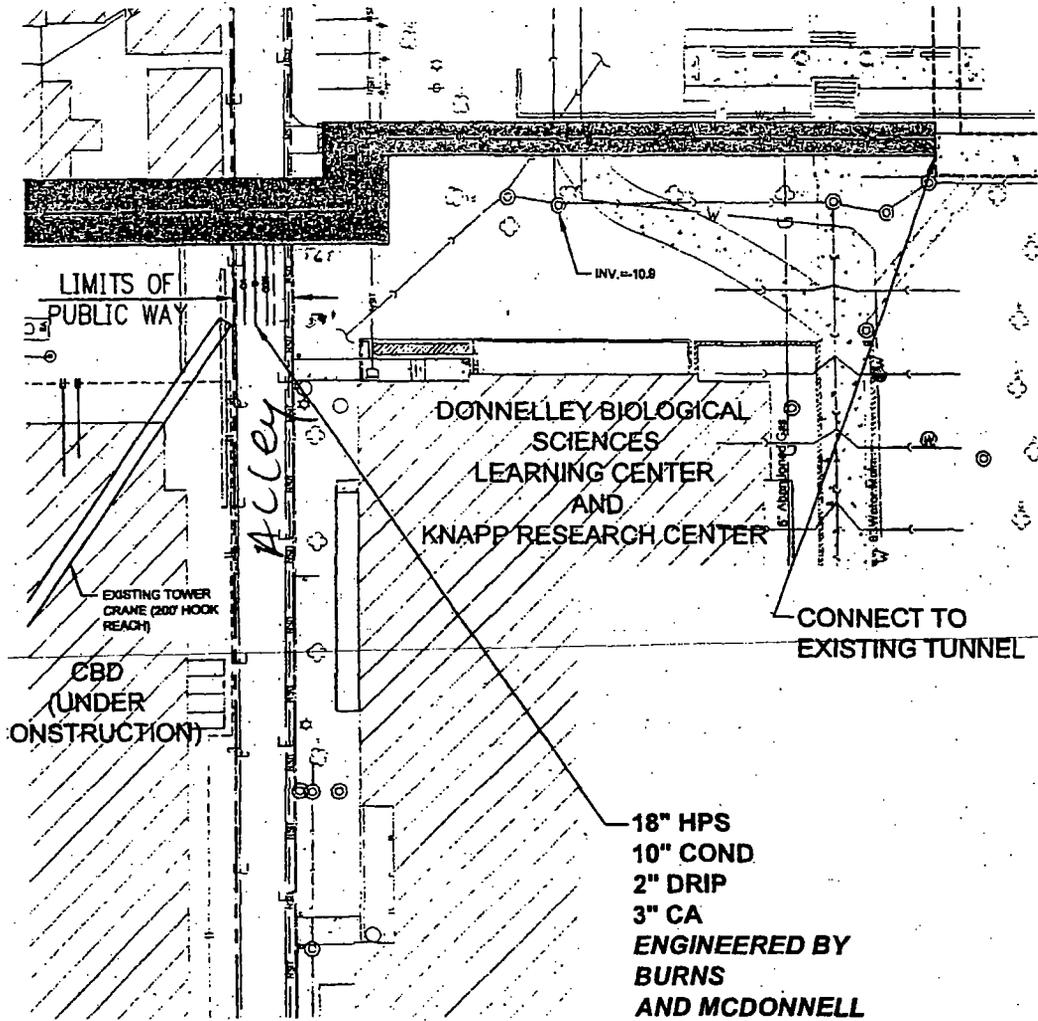
Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawings referred to in this ordinance printed on
pages 88017 through 88018 of this *Journal*.]

Ordinance associated with this drawing printed
on page 88016 of this Journal.

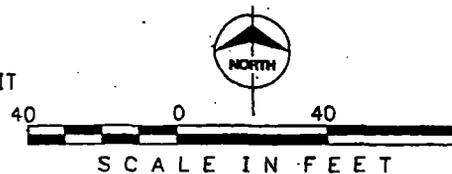


Ordinance associated with this drawing printed on page 88016 of this *Journal*.



LEGEND

- PROPOSED CHILLED WATER RETURN
- PROPOSED CHILLED WATER SERVICE
- PROPOSED NETWORK SERVICES
- INFORMATION TECHNOLOGY FIBER OPTIC CONDUIT
- PROPOSED STEAM
- PROPOSED CONDENSED AIR
- PROPOSED DRIP



**18" HPS
10" COND
2" DRIP
3" CA
ENGINEERED BY
BURNS
AND MCDONNELL**

University Of Chicago.
(5621 -- 5641 South Drexel Avenue)
(Conduits)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to University of Chicago, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use eight (8) conduits beneath the public right-of-way adjacent to its premises known as 5621 -- 5641 South Drexel Avenue. Said conduits shall be described as follows:

Eight (8) four (4) inch NSIT conduits.

All eight (8) four (4) inch conduits shall be located under the public way in a one hundred eighty-five (185) foot long and eight (8) foot wide trench. Said trench shall run under and along 5621 -- 5641 south alley east of South Drexel Avenue. Trench shall be a maximum of ten (10) feet below grade level. Conduits shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Office of Emergency Management and Communications. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1052912 herein granted the sum of Six Thousand Nine and no/100 Dollars (\$6,009.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 88020 of this *Journal*.]

University Of Chicago.
(5621 -- 5641 South Drexel Avenue)
(Pipes)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to University of Chicago, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use four (4) pipes beneath the public right-of-way adjacent to its premises known as 5621 -- 5641 South Drexel Avenue. Said pipes shall be described as follows:

One (1) ten (10) inch condensate pipe.

One (1) eighteen (18) inch high pressure steam pipe.

One (1) two (2) inch drip pipe.

One (1) three (3) inch condensed air pipe.

Pipes shall be located under the public way in a one hundred eighty-five (185) foot long and eight (8) foot wide trench. Said trench shall run under and along 5621 -- 5641 south alley east of South Drexel Avenue. Trench shall be a maximum of ten (10) feet below grade level. Pipes shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Office of Emergency Management and Communications. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

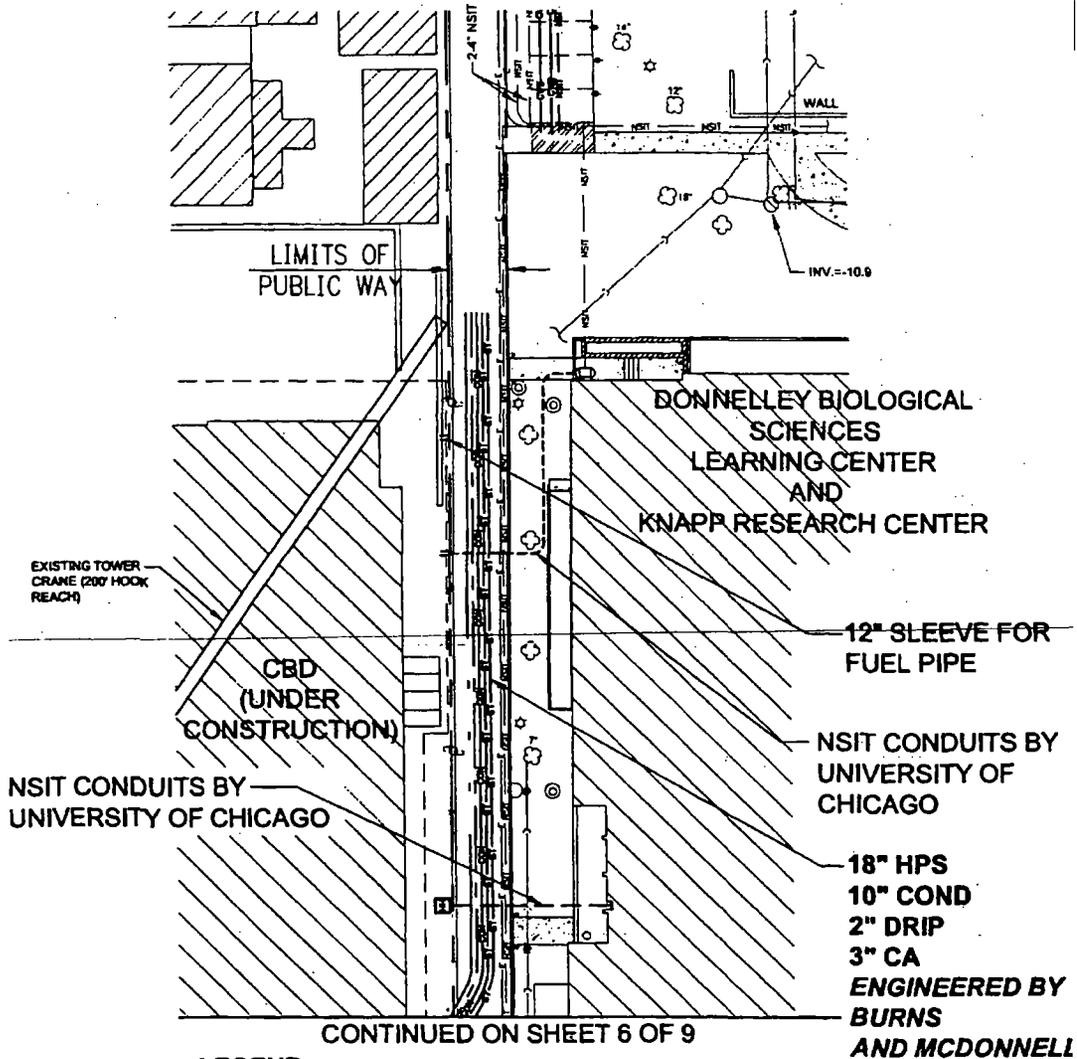
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1052911 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

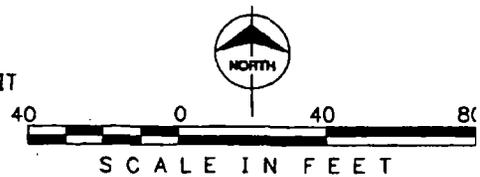
[Drawing referred to in this ordinance printed
on page 88022 of this *Journal*.]

Ordinance associated with this drawing printed on page 88021 of this *Journal*.



LEGEND

- PROPOSED CHILLED WATER RETURN
- PROPOSED CHILLED WATER SERVICE
- NSIT— PROPOSED NETWORK SERVICES
- IT— INFORMATION TECHNOLOGY FIBER OPTIC CONDUIT
- ST— PROPOSED STEAM
- CA— PROPOSED CONDENSED AIR
- ...— PROPOSED DRIP



University Of Chicago.
(5636 -- 5710 South Drexel Avenue)
(Conduits)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to University of Chicago, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use four (4) conduits beneath the public right-of-way adjacent to its premises known as 5636 -- 5710 South Drexel Avenue. Said conduits shall be described as follows:

Four (4) four (4) inch NSIT conduits.

All four (4) conduits shall be located under the public way in a two hundred eighty (280) foot long and twelve (12) foot wide trench. Said trench shall run under and along 5636 -- 5710 South Drexel Avenue. Trench shall be a maximum of forty (40) feet below grade level. Conduits shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Office of Emergency Management and Communications. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

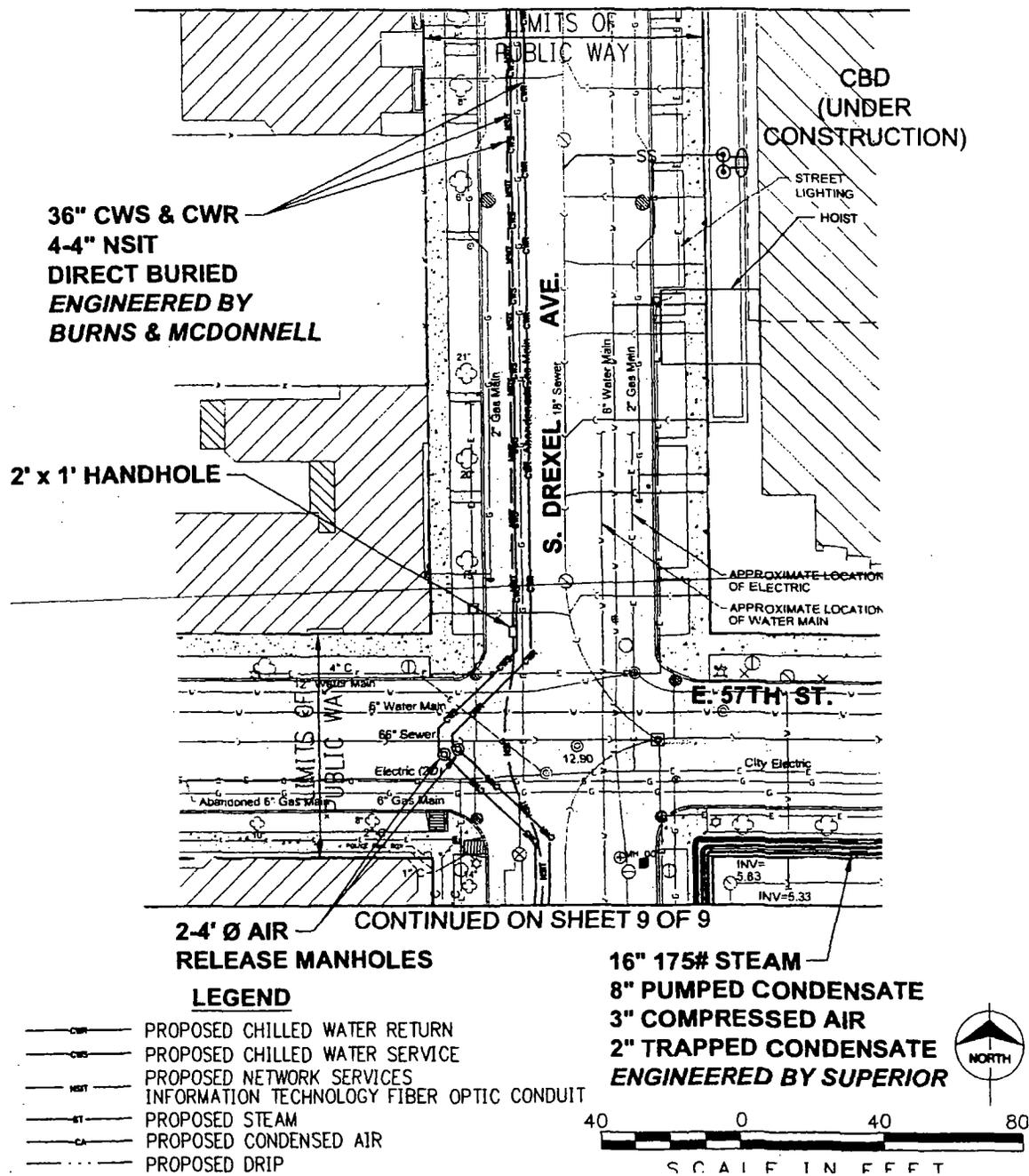
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1052917 herein granted the sum of Four Thousand Five Hundred Forty-seven and no/100 Dollars (\$4,547.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 88024 of this *Journal*.]

Ordinance associated with this drawing printed on page 88023 of this Journal.



University Of Chicago.
(5636 -- 5710 South Drexel Avenue)
(Pipes)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to University of Chicago, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use two (2) pipes beneath the public right-of-way adjacent to its premises known as 5636 -- 5710 South Drexel Avenue. Said pipes shall be described as follows:

One (1) thirty-six (36) inch chilled water service pipe.

One (1) thirty-six (36) inch chilled water return pipe.

Both pipes shall be located under the public way in a two hundred eighty (280) foot long and twelve (12) foot wide trench. Said trench shall run under and along 5636 -- 5710 South Drexel Avenue. Trench shall be a maximum of forty (40) feet below grade level. Pipes shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Department of Water Management. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

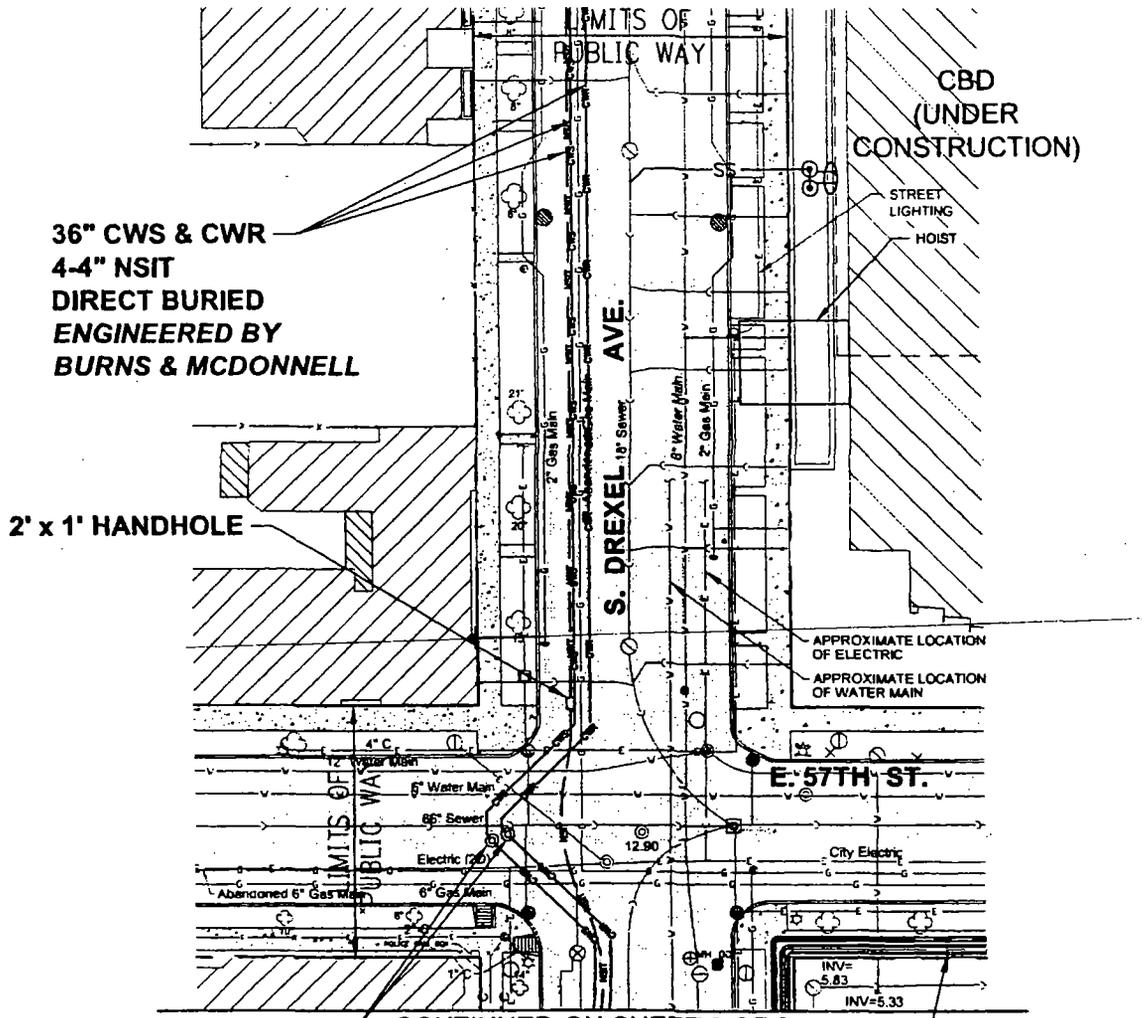
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1052916 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 88026 of this *Journal*.]

Ordinance associated with this drawing printed on page 88025 of this *Journal*.



**36" CWS & CWR
4-4" NSIT
DIRECT BURIED
ENGINEERED BY
BURNS & MCDONNELL**

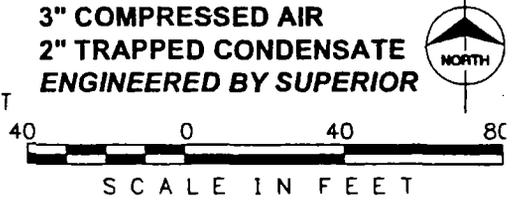
2' x 1' HANDHOLE

**2-4' Ø AIR
RELEASE MANHOLES**

CONTINUED ON SHEET 9 OF 9

**16" 175# STEAM
8" PUMPED CONDENSATE
3" COMPRESSED AIR
2" TRAPPED CONDENSATE
ENGINEERED BY SUPERIOR**

- LEGEND**
- CWR — PROPOSED CHILLED WATER RETURN
 - CWS — PROPOSED CHILLED WATER SERVICE
 - NSIT — PROPOSED NETWORK SERVICES
 - IT — INFORMATION TECHNOLOGY FIBER OPTIC CONDUIT
 - ST — PROPOSED STEAM
 - CA — PROPOSED COMPRESSED AIR
 - DRIP — PROPOSED DRIP



University Of Chicago.
(5641 -- 5645 South Drexel Avenue)
(Pipes)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to University of Chicago, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use four (4) pipes beneath the public right-of-way adjacent to its premises known as 5641 -- 5645 South Drexel Avenue. Said pipes shall be described as follows:

One (1) ten (10) inch condensate pipe.

One (1) eighteen (18) inch high pressure steam pipe.

One (1) two (2) inch drip pipe.

One (1) three (3) inch condensed air pipe.

Pipes shall be located under the public way in a one hundred eighty-five (185) foot long and eight (8) foot wide trench. Said trench shall run under and along 5641 -- 5645 south alley east of South Drexel Avenue. Trench shall be a maximum of ten (10) feet below grade level. Pipes shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Office of Emergency Management and Communications. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

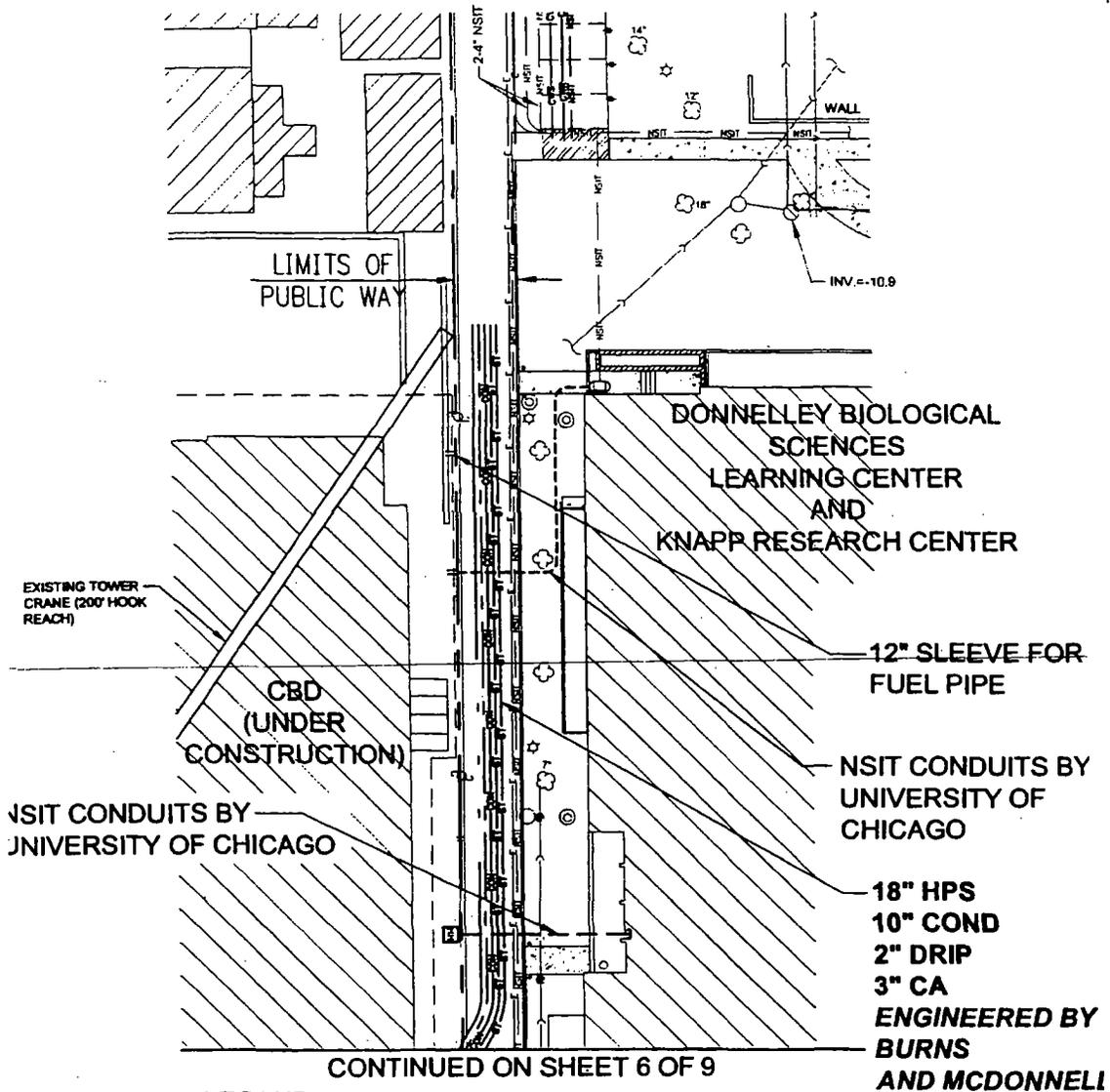
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1052911 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

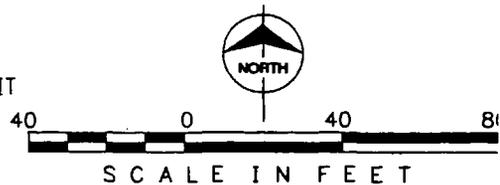
[Drawing referred to in this ordinance printed
on page 88028 of this *Journal*.]

Ordinance associated with this drawing printed on page 88027 of this *Journal*.



LEGEND

- CWR — PROPOSED CHILLED WATER RETURN
- CWS — PROPOSED CHILLED WATER SERVICE
- NSIT — PROPOSED NETWORK SERVICES INFORMATION TECHNOLOGY FIBER OPTIC CONDUIT
- ST — PROPOSED STEAM
- CA — PROPOSED CONDENSED AIR
- ... — PROPOSED DRIP



University Of Chicago.
(5646 -- 5648 South Drexel Avenue)
(Vault)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to University of Chicago, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) vault under the public right-of-way adjacent to its premises known as 5646 -- 5648 South Drexel Avenue. Said vault shall be twenty-two and six-tenths (22.6) feet in length and thirteen and six-tenths (13.6) feet in width for a total of three hundred seven and thirty-six hundredths (307.36) square feet. Vault shall be located under and along 5645 -- 5647 south alley east of South Drexel Avenue. Vault shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

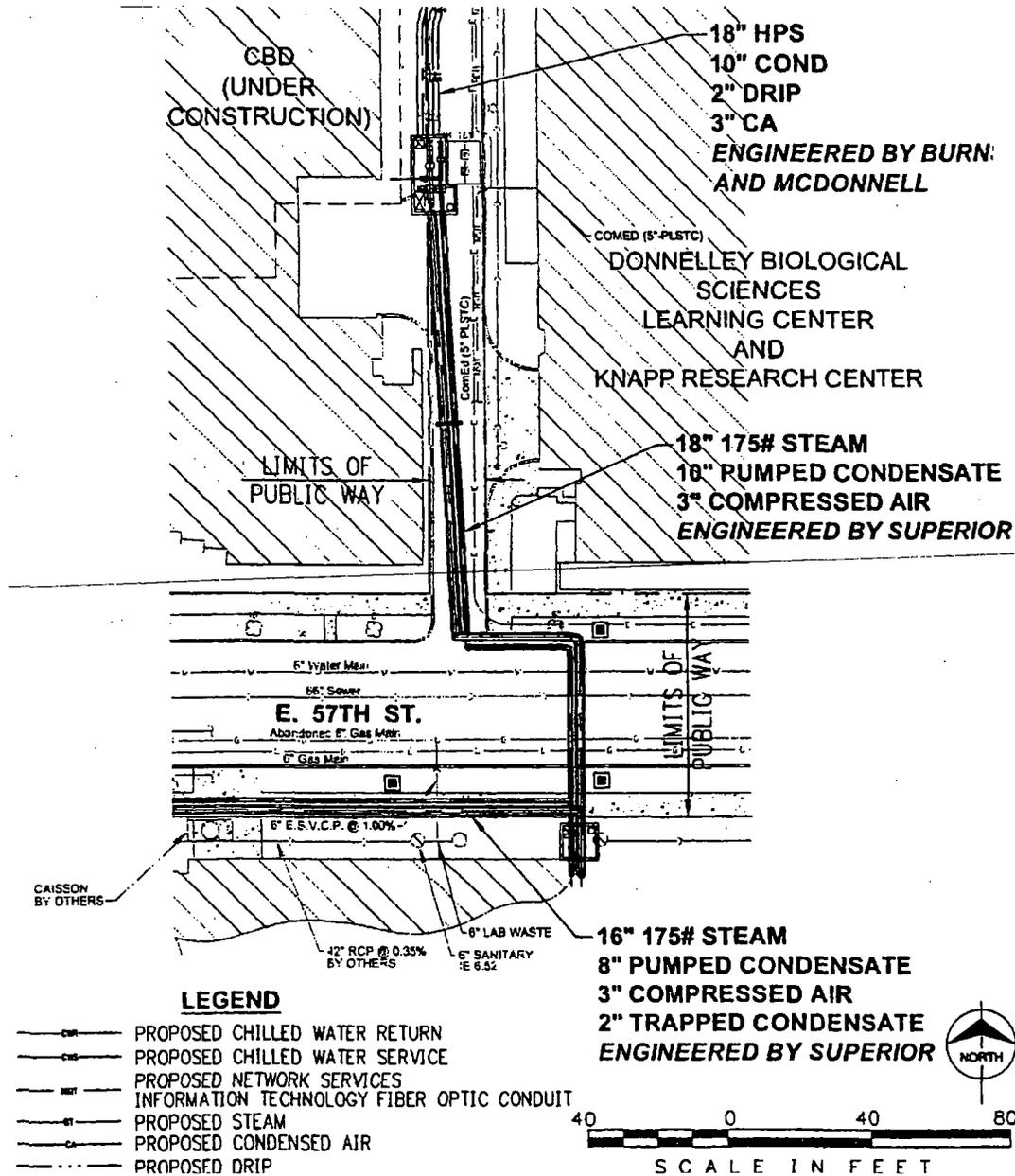
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1052108 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 88030 of this *Journal*.]

Ordinance associated with this drawing printed on page 88029 of this *Journal*.



University Of Chicago.
(5647 -- 5701 South Drexel Avenue
And 912 -- 919 East 57th Street)
(Pipes)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to University of Chicago, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use three (3) pipes beneath the public right-of-way adjacent to its premises known as 5647 -- 5701 South Drexel Avenue and 912 -- 919 East 57th Street. Said pipes shall be described as follows:

One (1) eighteen (18) inch steam pipe.

One (1) ten (10) inch pumped condensate pipe.

One (1) three (3) inch compressed air pipe.

All three (3) pipes shall be located under the public way in a two hundred ten (210) foot long and six (6) foot wide trench. Said trench shall run under and along 5647 -- 5701 south alley east of South Drexel Avenue and 912 -- 919 East 57th Street. Trench shall be a maximum of ten (10) feet below grade level. Pipes shall be constructed in accordance with plans and specifications approved by the Department of Transportation. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

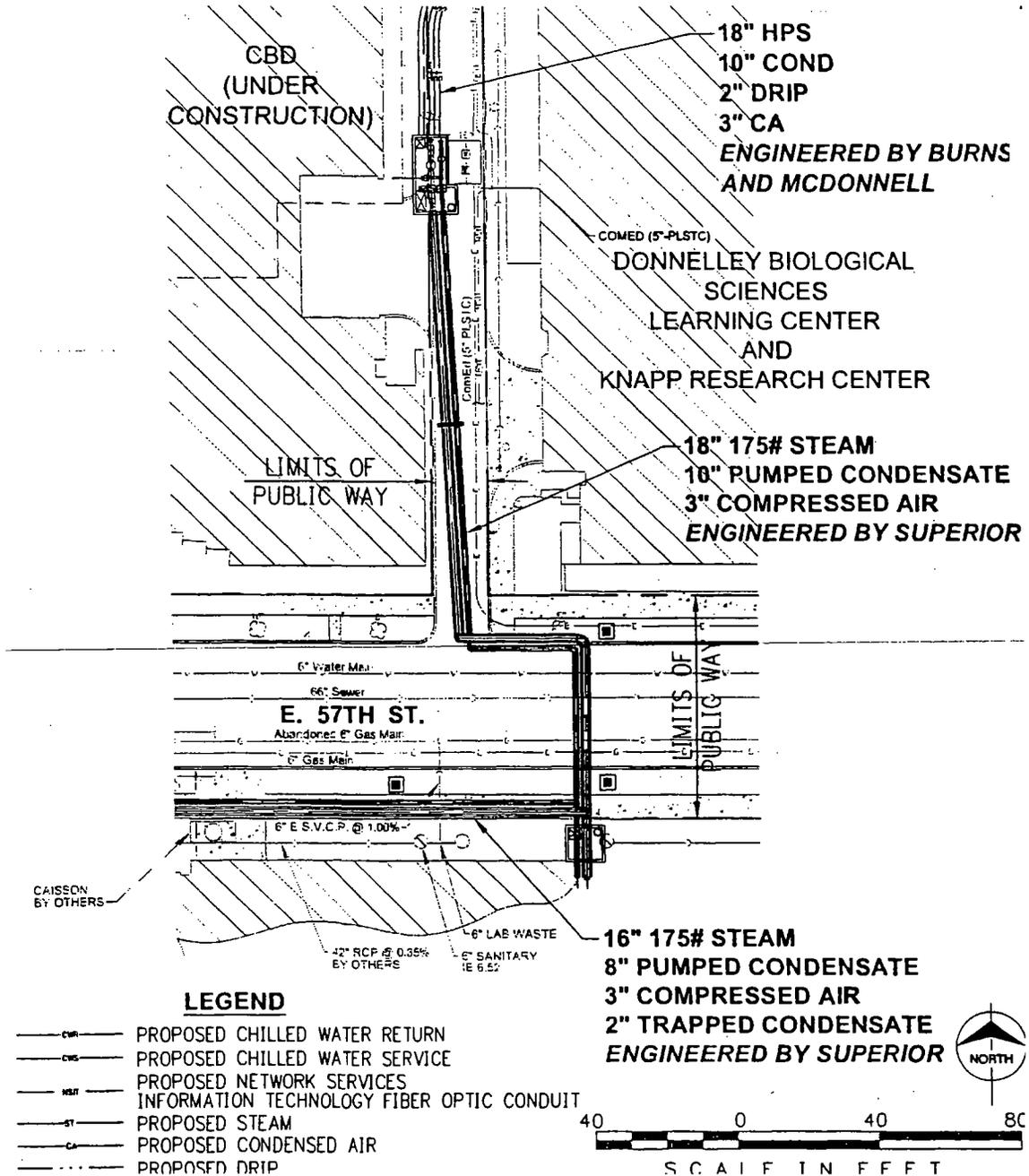
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1052102 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 88032 of this *Journal*.]

Ordinance associated with this drawing printed on page 88031 of this *Journal*.



University Of Chicago.
(5658 South Drexel Avenue)
(Handhole)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to University of Chicago, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) handhole in the public right-of-way adjacent to its premises known as 5658 South Drexel Avenue. Said handhole shall measure two (2) feet in length and one (1) foot in width for a total of two (2) square feet. Handhole shall be approximately two (2) feet below grade level along South Drexel Avenue. Handhole shall be used to keep wiring in place. Handhole shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Office of Emergency Management and Communications. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

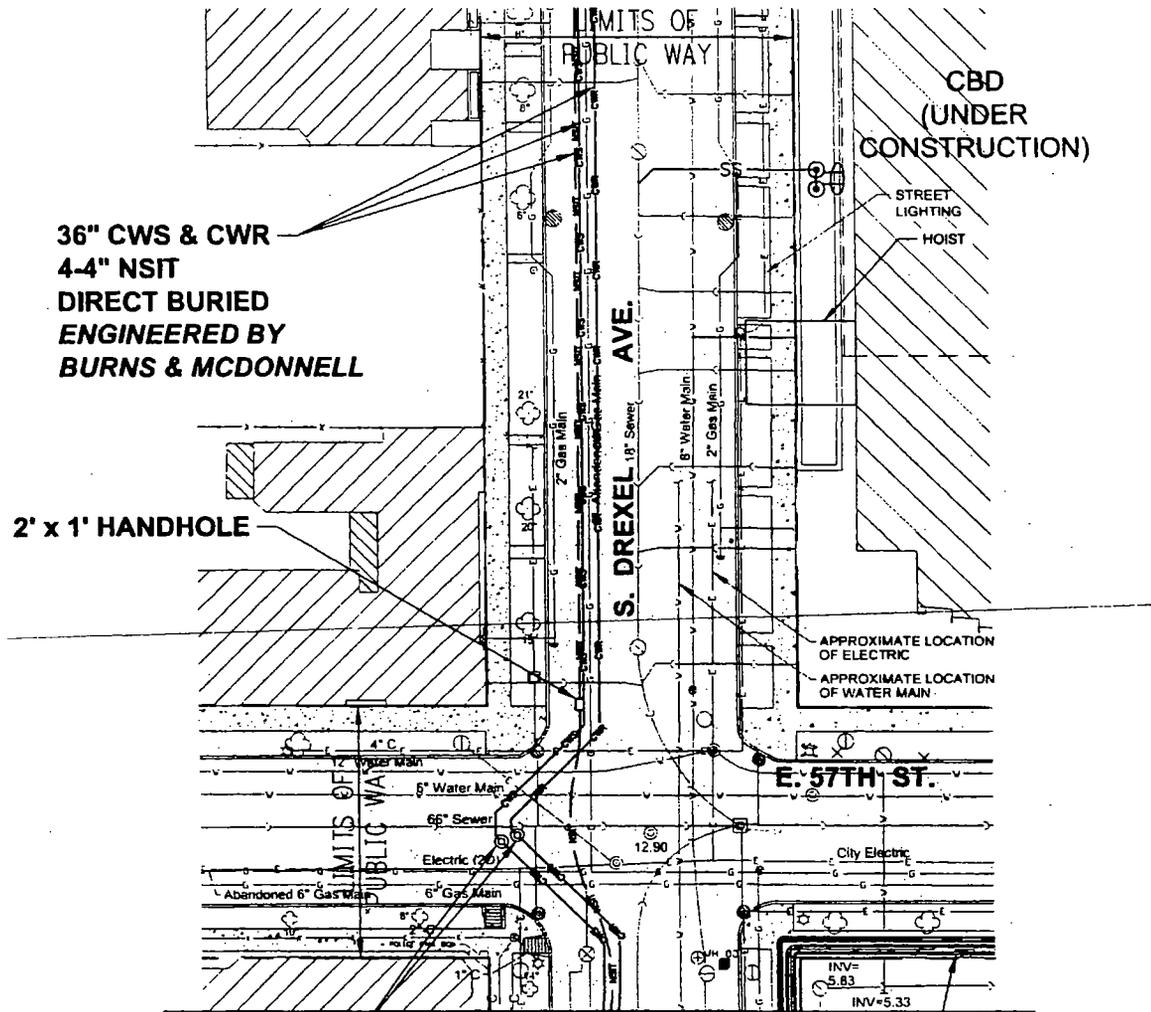
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1052919 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Drawing referred to in this ordinance printed
on page 88034 of this *Journal*.]

Ordinance associated with this drawing printed on page 88033 of this *Journal*.



**36" CWS & CWR
4-4" NSIT
DIRECT BURIED
ENGINEERED BY
BURNS & MCDONNELL**

2' x 1' HANDHOLE

**CBD
(UNDER
CONSTRUCTION)**

STREET
LIGHTING
HOIST

S. DREXEL AVE.

APPROXIMATE LOCATION
OF ELECTRIC
APPROXIMATE LOCATION
OF WATER MAIN

E. 57TH ST.

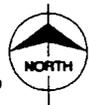
**2-4' Ø AIR
RELEASE MANHOLES**

CONTINUED ON SHEET 9 OF 9

**16" 175# STEAM
8" PUMPED CONDENSATE
3" COMPRESSED AIR
2" TRAPPED CONDENSATE
ENGINEERED BY SUPERIOR**

LEGEND

- CWR — PROPOSED CHILLED WATER RETURN
- CWS — PROPOSED CHILLED WATER SERVICE
- NSIT — PROPOSED NETWORK SERVICES
- ST — PROPOSED STEAM
- CA — PROPOSED CONDENSED AIR
- D — PROPOSED DRIP
- FOC — PROPOSED NETWORK SERVICES INFORMATION TECHNOLOGY FIBER OPTIC CONDUIT



University Of Chicago.
(5700 South Drexel Avenue)
(Manholes)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to University of Chicago, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use two (2) manholes in the public right-of-way adjacent to its premises known as 5700 South Drexel Avenue. Said air release manholes shall each measure four (4) feet in diameter and six (6) feet in depth. Air release manholes shall be located in the public way along South Drexel Avenue and East 57th Street. Manholes shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Office of Emergency Management and Communications. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

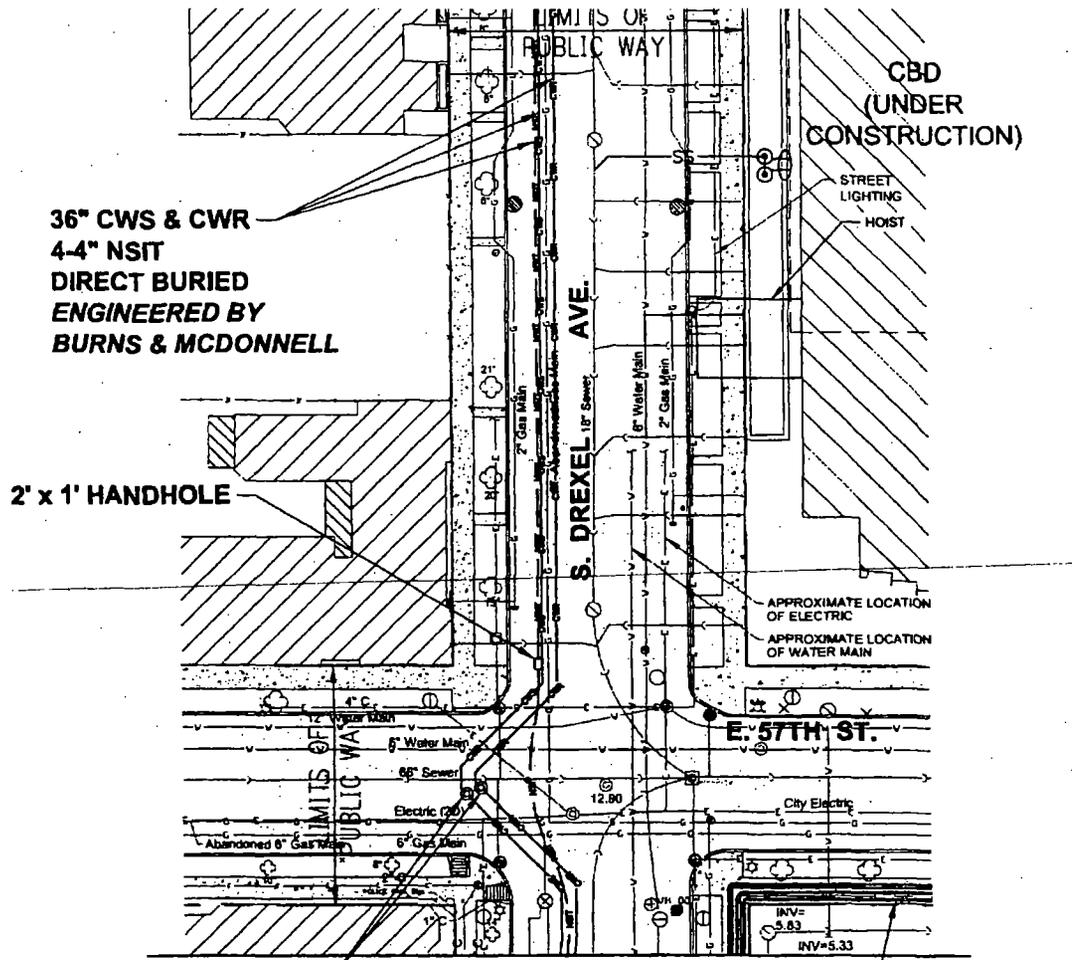
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1052918 herein granted the sum of Eight Hundred and no/100 Dollars (\$800.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 88036 of this *Journal*.]

Ordinance associated with this drawing printed on page 88035 of this *Journal*.



**36" CWS & CWR
4-4" NSIT
DIRECT BURIED
ENGINEERED BY
BURNS & MCDONNELL**

2' x 1' HANDHOLE

**CBD
(UNDER
CONSTRUCTION)**

STREET
LIGHTING
HOIST

S. DREXEL AVE.

E. 57TH ST.

APPROXIMATE LOCATION
OF ELECTRIC
APPROXIMATE LOCATION
OF WATER MAIN

**2-4" Ø AIR
RELEASE MANHOLES**

**16" 175# STEAM
8" PUMPED CONDENSATE
3" COMPRESSED AIR
2" TRAPPED CONDENSATE
ENGINEERED BY SUPERIOR**

LEGEND

- PROPOSED CHILLED WATER RETURN
- PROPOSED CHILLED WATER SERVICE
- PROPOSED NETWORK SERVICES
- INFORMATION TECHNOLOGY FIBER OPTIC CONDUIT
- PROPOSED STEAM
- PROPOSED CONDENSED AIR
- PROPOSED DRIP



University Of Chicago.
(5710 -- 5730 South Drexel Avenue)
(Conduits)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to University of Chicago, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use four (4) conduits beneath the public right-of-way adjacent to its premises known as 5710 -- 5730 South Drexel Avenue. Said conduits shall be described as follows:

Four (4) four (4) inch NSIT conduits.

All four (4) conduits shall be located under the public way in a one hundred ten (110) foot long and twelve (12) foot wide trench. Said trench shall run under and along 5711 -- 5730 South Drexel Avenue. Trench shall be a maximum of ten (10) feet below grade level. Conduits shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Office of Emergency Management and Communications. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

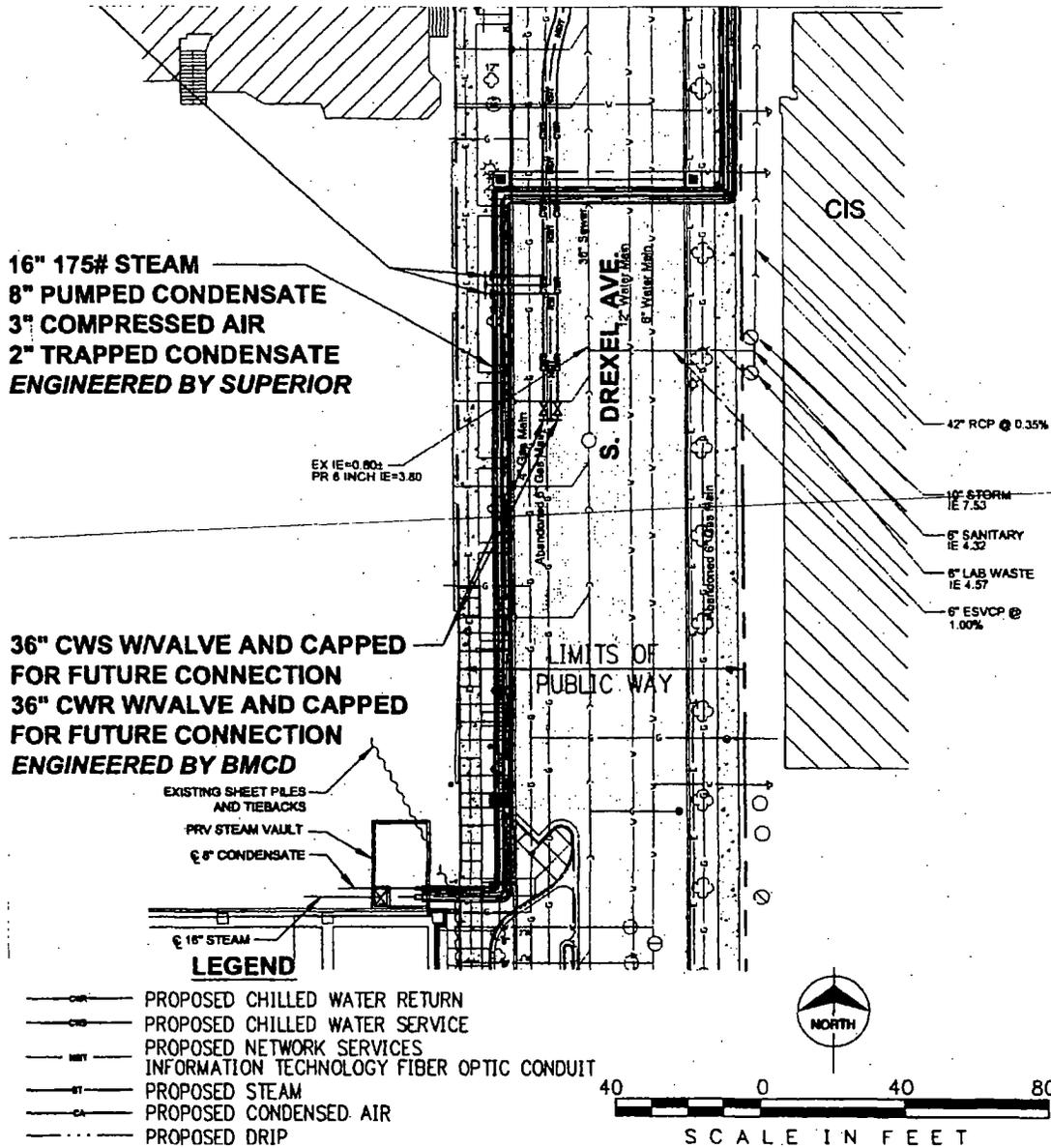
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1053231 herein granted the sum of One Thousand Seven Hundred Eighty-six and no/100 Dollars (\$1,786.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 88038 of this *Journal*.]

Ordinance associated with this drawing printed on page 88037 of this Journal.



University Of Chicago.
(5710 -- 5730 South Drexel Avenue)
(Pipes)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to University of Chicago, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use two (2) pipes beneath the public right-of-way adjacent to its premises known as 5710 -- 5730 South Drexel Avenue. Said pipes shall be described as follows:

One (1) thirty-six (36) inch chilled water service pipe.

One (1) thirty-six (36) inch chilled water return pipe.

Both pipes shall be located under the public way in a one hundred ten (110) foot long and twelve (12) foot wide trench. Said trench shall run under and along South Drexel Avenue. Trench shall be a maximum of ten (10) feet below grade level. Pipes shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Department of Water Management. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

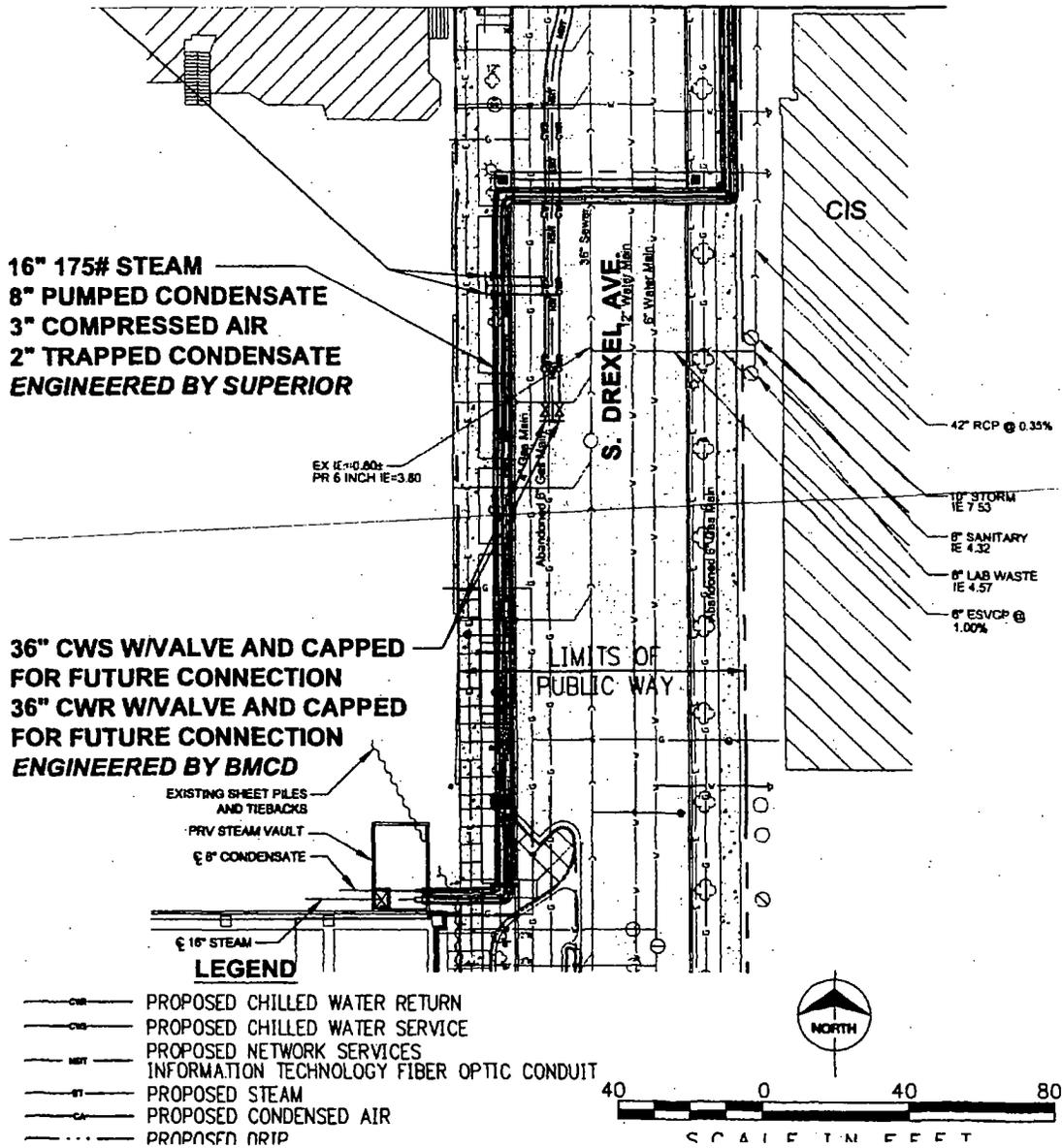
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1053229 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 88040 of this *Journal*.]

Ordinance associated with this drawing printed on page 88039 of this *Journal*.



University Of Chicago.
(5711 South Drexel Avenue)
(Handholes)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to University of Chicago, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use two (2) handholes in the public right-of-way adjacent to its premises known as 5711 South Drexel Avenue. Said handholes shall each measure four (4) feet in length and four (4) feet in width. Handholes shall be located within a three hundred thirty (330) foot long and six (6) foot wide trench. Said trench shall be a maximum of ten (10) feet below grade level. Handholes shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Department of Water Management. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

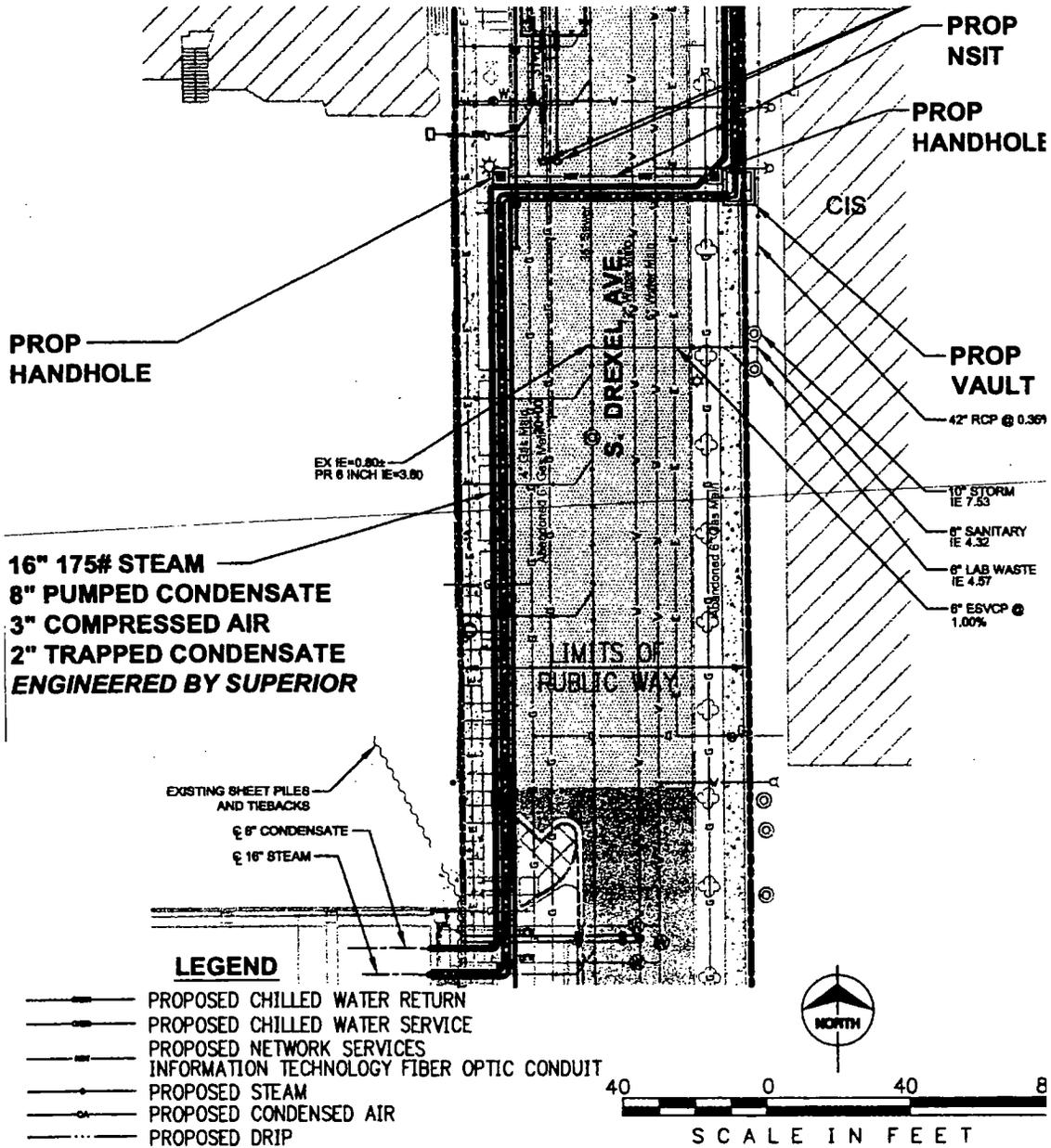
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1052115 herein granted the sum of Eight Hundred and no/100 Dollars (\$800.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 88042 of this *Journal*.]

Ordinance associated with this drawing printed on page 88041 of this Journal.



University Of Chicago.
(5711 South Drexel Avenue)
(Vault)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to University of Chicago, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) vault under the public right-of-way adjacent to its premises known as 5711 South Drexel Avenue. Said vault shall be fifteen (15) feet in length and fifteen (15) feet in width for a total of two hundred twenty-five (225) square feet. Vault shall be located under and along South Drexel Avenue. Vault shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

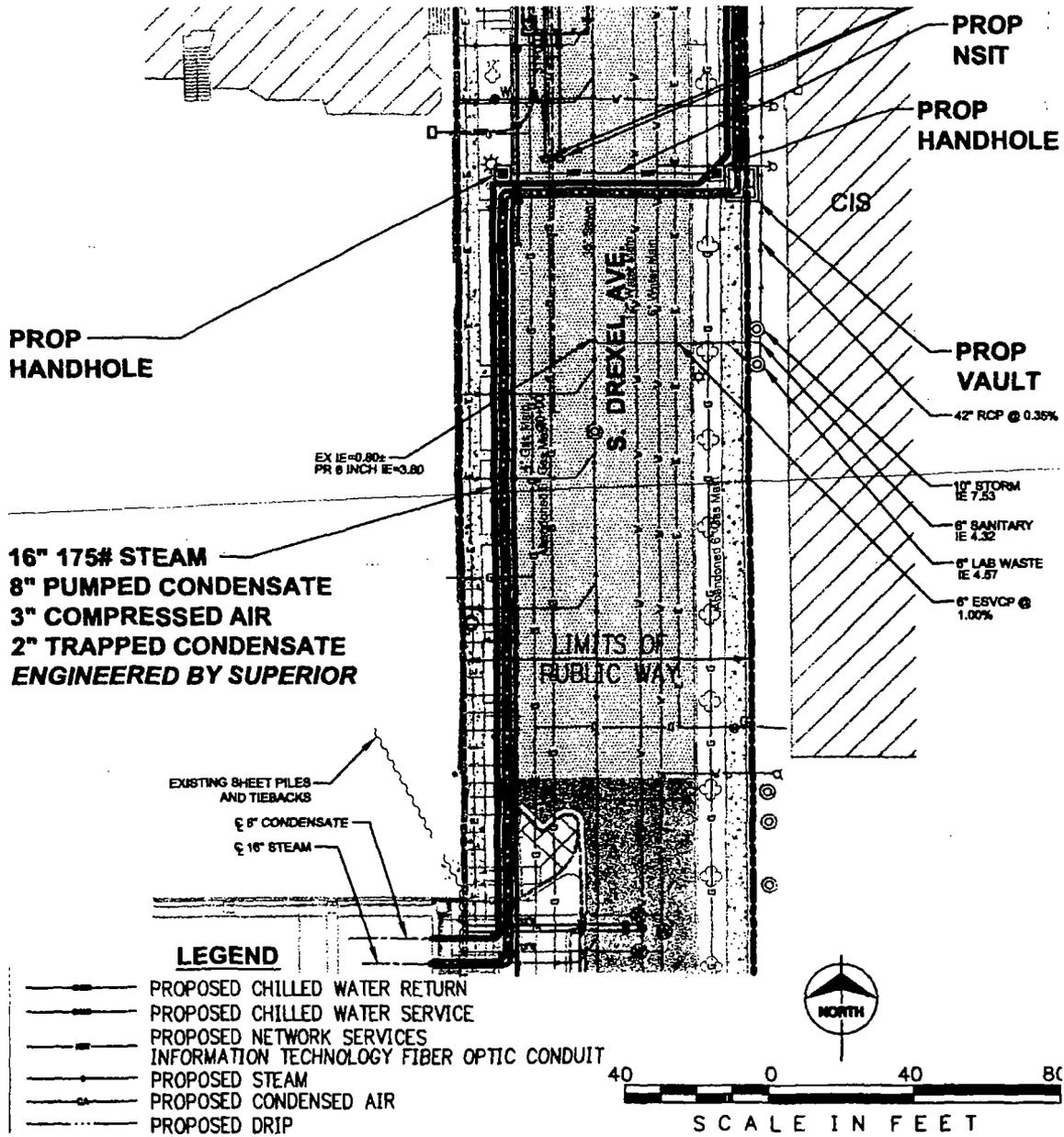
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1052116 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 88044 of this *Journal*.]

Ordinance associated with this drawing printed on page 88043 of this Journal.



University Of Chicago.
(5711 -- 5746 South Drexel Avenue)
(Pipes)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to University of Chicago, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use four (4) pipes beneath the public right-of-way adjacent to its premises known as 5711 -- 5746 South Drexel Avenue. Said pipes shall be described as follows:

One (1) sixteen (16) inch steam pipe.

One (1) eight (8) inch pumped condensate pipe.

One (1) three (3) inch compressed pipe.

One (1) two (2) inch trapped air pipe.

All four (4) pipes shall be located under the public way in a three hundred thirty (330) foot long and six (6) foot wide trench. Said trench shall run under and along 5711 -- 5746 South Drexel Avenue. Trench shall be a maximum of ten (10) feet below grade level. Pipes shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Department of Water Management. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

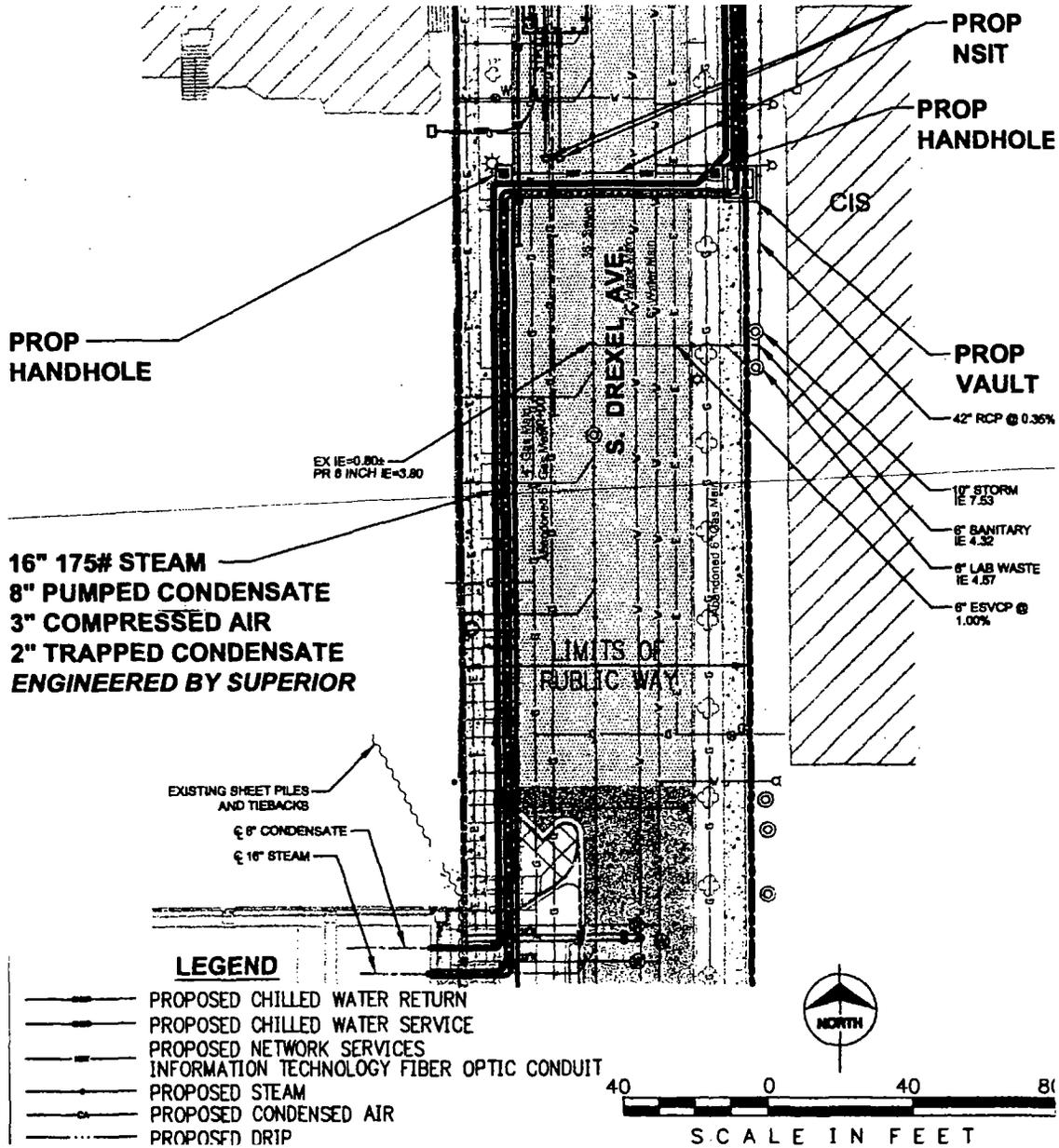
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1052112 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 88046 of this *Journal*.]

Ordinance associated with this drawing printed on page 88045 of this Journal.



University Of Chicago.
(5590 South Ellis Avenue)
(Conduit)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to University of Chicago, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) conduit beneath the public right-of-way adjacent to its premises known as 5590 South Ellis Avenue. One (1) four (4) inch NSIT conduit shall be located under the public way in an eighty (80) foot long and eight (8) foot wide trench. Said trench shall run under and along South Ellis Avenue and East 56th Street. Trench shall be a maximum of sixteen (16) feet below grade level. Conduit shall be constructed in accordance with plans and specifications approval by the Department of Transportation and the Office of Emergency and Management Communications. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

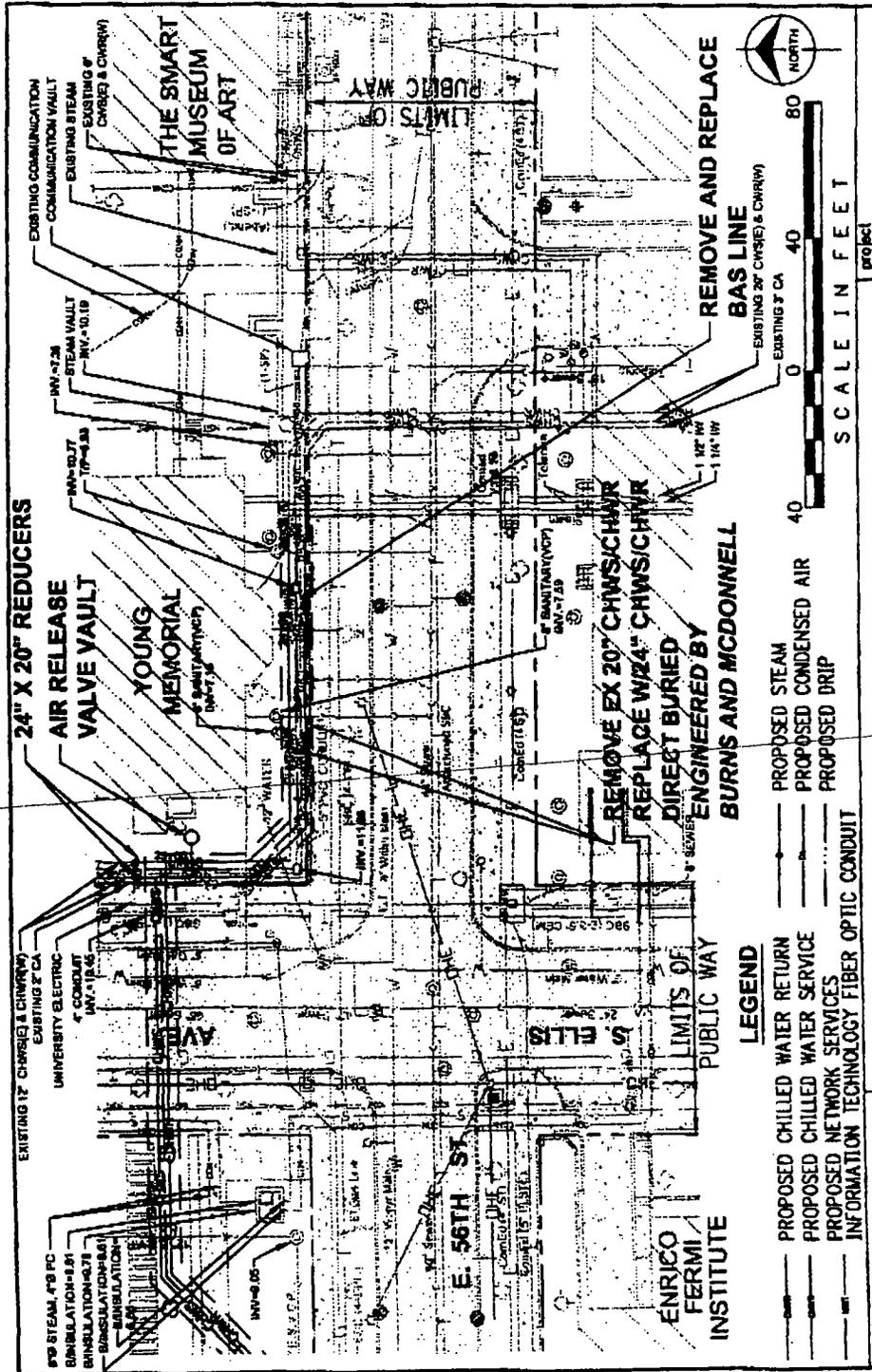
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1052118 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 88048 of this *Journal*.]

Ordinance associated with this drawing printed on page 88047 of this Journal.



University Of Chicago.
(5590 South Ellis Avenue)
(Handholes)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to University of Chicago, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use two (2) handholes under the public right-of-way adjacent to its premises known as 5590 South Ellis Avenue. Said handholes shall each measure two (2) feet in length and one (1) foot in width for a total of two (2) square feet. Handholes shall be approximately two (2) feet below grade level along South Ellis Avenue. Handholes shall be used to keep wiring in place. Handholes shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Office of Emergency and Management Communications. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1052119 herein granted the sum of Eight Hundred and no/100 Dollars (\$800.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 88050 of this *Journal*.]

University Of Chicago.
(5590 South Ellis Avenue)
(Pipes)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to University of Chicago, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use two (2) pipes beneath the public right-of-way adjacent to its premises known as 5590 South Ellis Avenue. Said pipes shall be described as follows:

One (1) twenty (20) inch chilled water service pipe.

One (1) twenty (20) inch chilled water return pipe.

Both pipes shall be located under the public way in an eighty (80) foot long and eight (8) foot wide trench. Said trench shall run under and along South Ellis Avenue. Trench shall be a maximum of sixteen (16) feet below grade level. Pipes shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Department of Water Management. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1052117 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 88052 of this *Journal*.]

University Of Chicago.
(6054 -- 6059 South Ellis Avenue)
(Conduit)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to University of Chicago, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use (6) conduits beneath the public right-of-way adjacent to its premises known as 6054 -- 6059 South Ellis Avenue. Said conduits shall be described as follows:

Two (2) two (2) inch electric power conduits.

Four (4) four (4) inch NSIT conduits.

All six (6) conduits shall be located under the public way in an eighty (80) foot long and twenty (20) foot wide trench. Said trench shall run under and along 6054 -- 6059 South Ellis Avenue. Trench shall be a maximum of twenty (20) feet below grade level. Conduits shall be constructed in accordance with plans and specifications approved by the Department of Transportation and Department of Water Management. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1054278 herein granted the sum of One Thousand Nine Hundred Forty-nine and no/100 Dollars (\$1,949.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 88054 of this *Journal*.]

University Of Chicago.
(6054 -- 6059 South Ellis Avenue)
(Pipes)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to University of Chicago, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use six (6) pipes beneath the public right-of-way adjacent to its premises known as 6054 -- 6059 South Ellis Avenue. Said pipes shall be described as follows:

One (1) twelve (12) inch steam pipe with a twenty-four (24) inch casing.

One (1) eight (8) inch pumped condensate pipe with a sixteen (16) inch casing.

One (1) two (2) inch trapped condensate pipe with an eight (8) inch casing.

One (1) twenty-four (24) inch cooling water supply pipe thirty (30) inches O.D.

One (1) twenty-four (24) inch cooling water return pipe thirty (30) inch O.D.

One (1) three (3) inch compressed air pipe.

All six (6) pipes shall be located under the public way in an eighty (80) foot long and twenty (20) foot in width trench. Said trench shall run under and along 6054 -- 6059 South Ellis Avenue. Trench shall be a maximum of twenty (20) foot below grade level. Pipes shall be constructed in accordance with plans and specifications approved by the Department of Transportation and Department of Water Management. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1054275 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 88056 of this *Journal*.]

University Of Chicago.
(6052 -- 6057 South University Avenue)
(Conduits)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to University of Chicago, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use six (6) conduits beneath the public right-of-way adjacent to its premises known as 6052 -- 6057 South University Avenue. Said conduits shall be described as follows:

Two (2) two (2) inch electric power conduits.

Four (4) four (4) inch NSIT conduits.

All six (6) conduits shall be located under the public way in an eighty (80) foot long and twenty (20) foot wide trench. Said trench shall run under and along 6052 -- 6057 South University Avenue. Trench shall be a maximum of twenty (20) feet below grade level. Conduits shall be constructed in accordance with plans and specifications approved by the Department of Transportation. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1053317 herein granted the sum of One Thousand Nine Hundred Forty-nine and no/100 Dollars (\$1,949.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 88058 of this *Journal*.]

University Of Chicago.
(6052 -- 6057 South University Avenue)
(Pipes)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to University of Chicago, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use six (6) pipes beneath the public right-of-way adjacent to its premises known as 6052 -- 6057 South University Avenue. Said pipes shall be described as follows:

One (1) twelve (12) inch steam pipe with a twenty-four (24) inch casing.

One (1) eight (8) inch pumped condensate pipe with a sixteen (16) in casing.

One (1) two (2) inch trapped condensate pipe with an eight (8) inch casing.

One (1) twenty-four (24) inch cooling water supply pipe, with an outside diameter of thirty-six (36) inches.

One (1) twenty-four (24) inch cooling water return pipe, with an outside diameter of thirty-six (36) inches.

One (1) three (3) inch compressed air pipe.

All six (6) pipes shall be located under the public way in an eighty (80) foot long and twenty (20) foot in width trench. Said trench shall run under and along 6052 -- 6057 South University Avenue. Trench shall be a maximum of twenty (20) feet below grade level. Pipes shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Department of Water Management. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1053316 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 88060 of this *Journal*.]

University Of Chicago.
(6052 South Woodlawn Avenue)
(Pipes)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to University of Chicago, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use six (6) pipes beneath the public right-of-way adjacent to its premises known as 6052 South Woodlawn Avenue. Said pipes shall be described as follows:

One (1) twelve (12) inch steam pipe with a twenty-four (24) inch casing.

One (1) eight (8) inch pumped condensate pipe with a sixteen (16) inch casing.

One (1) two (2) inch trapped condensate pipe with an eight (8) inch casing.

One (1) thirty (30) inch cooling water supply pipe, with an outside diameter thirty-six (36) inches.

One (1) thirty (30) inch cooling water return pipe, with an outside diameter thirty-six (36) inches.

One (1) three (3) inch compressed air pipe.

All six (6) pipes shall be located under the public way in a seventy-three (73) foot long and twenty (20) foot wide trench. Said trench shall run under and along 6052 -- 6059 South Woodlawn Avenue. Trench shall be a maximum of twenty (20) feet below grade level. Pipes shall be constructed in accordance with plans and specifications approved by the Department of Transportation. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1053247 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 88062 of this *Journal*.]

University Of Chicago.
(6052 -- 6059 South Woodlawn Avenue)
(Conduits)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to University of Chicago, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use six (6) conduits beneath the public right-of-way adjacent to its premises known as 6052 -- 6059 South Woodlawn Avenue. Said conduits shall be described as follows:

Two (2) two (2) inch electric power conduits.

Four (4) four (4) inch NSIT conduits.

All six (6) conduits shall be located under the public way in a seventy-three (73) foot long and twenty (20) foot wide trench. Said trench shall run under and along 6052 -- 6059 South Woodlawn Avenue. Trench shall be a maximum of twenty (20) feet below grade level. Conduits shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Office of Emergency Management and Communications. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1053248 herein granted the sum of One Thousand Seven Hundred Twenty-eight and no/100 Dollars (\$1,728.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 88064 of this *Journal*.]

University Of Chicago.
(915 -- 933 East 56th Street)
(Conduits)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to University of Chicago, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use four (4) conduits beneath the public right-of-way adjacent to its premises known as 915 -- 933 East 56th Street. Said conduits shall be described as follows:

Four (4) four (4) inch NSIT conduits.

All four (4) conduits shall be located under the public way in a sixty-five (65) foot long and eight (8) foot wide trench. Said trench shall run under and along 915 -- 933 East 56th Street. Trench shall be a maximum of sixteen (16) feet below grade level. Conduits shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Office of Emergency Management and Communications. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1052121 herein granted the sum of One Thousand Fifty-six and no/100 Dollars (\$1,056.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 88066 of this *Journal*.]

University Of Chicago.
(915 -- 933 East 56th Street)
(Pipes)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to University of Chicago, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use two (2) pipes beneath the public right-of-way adjacent to its premises known as 915 -- 933 East 56th Street. Said pipes shall be described as follows:

One (1) twenty-four (24) inch chilled water service pipe.

One (1) twenty-four (24) inch chilled water return pipe.

Both pipes shall be located under the public way in a sixty-five (65) foot long and eight (8) foot wide trench. Said trench shall run under and along 915 -- 933 East 56th Street. Trench shall be a maximum of sixteen (16) feet below grade level. Pipes shall be constructed in accordance with plans and specifications approved by the Department of Water Management and the Office of Emergency Management and Communications. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

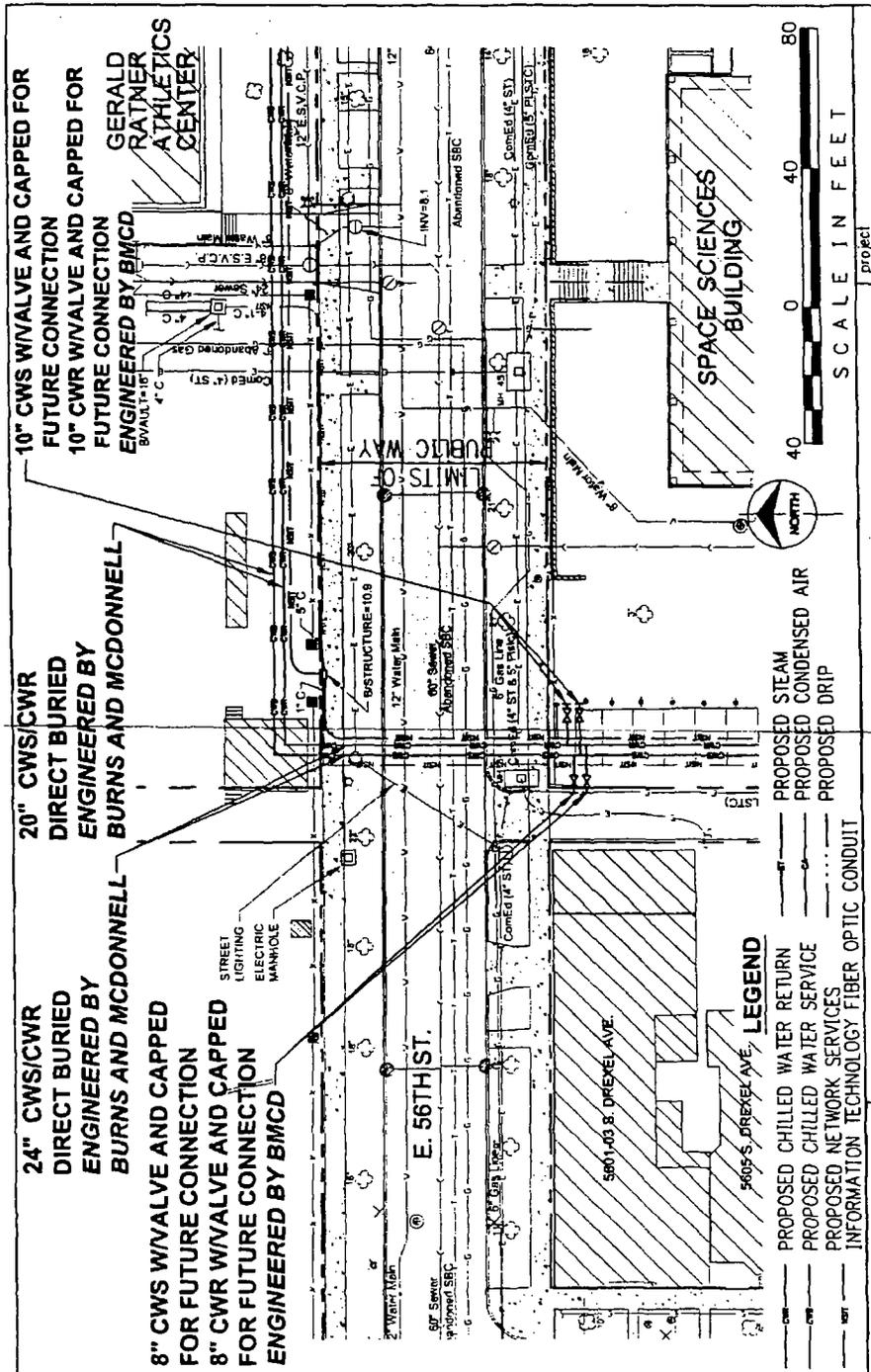
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1052120 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 88068 of this *Journal*.]

Ordinance associated with this drawing printed on page 88067 of this Journal.



University Of Chicago.
(900 -- 905 East 57th Street And 5701 --
5711 South Drexel Avenue)
(Pipes)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to University of Chicago, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use four (4) pipes beneath the public right-of-way adjacent to its premises known as 900 -- 905 East 57th Street and 5701 -- 5711 South Drexel Avenue. Said pipes shall be described as follows:

One (1) sixteen (16) inch steam pipe.

One (1) eight (8) inch pumped condensate pipe.

One (1) three (3) inch compressed air pipe.

One (1) two (2) inch trapped air pipe.

All four (4) pipes shall be located under the public way in a seventy-five (75) foot long and six (6) foot wide trench. Said trench shall run under and along 900 -- 905 East 57th Street and 5701 -- 5711 South Drexel Avenue. Trench shall be a maximum of ten (10) feet below grade level. Pipes shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Department of Water Management. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

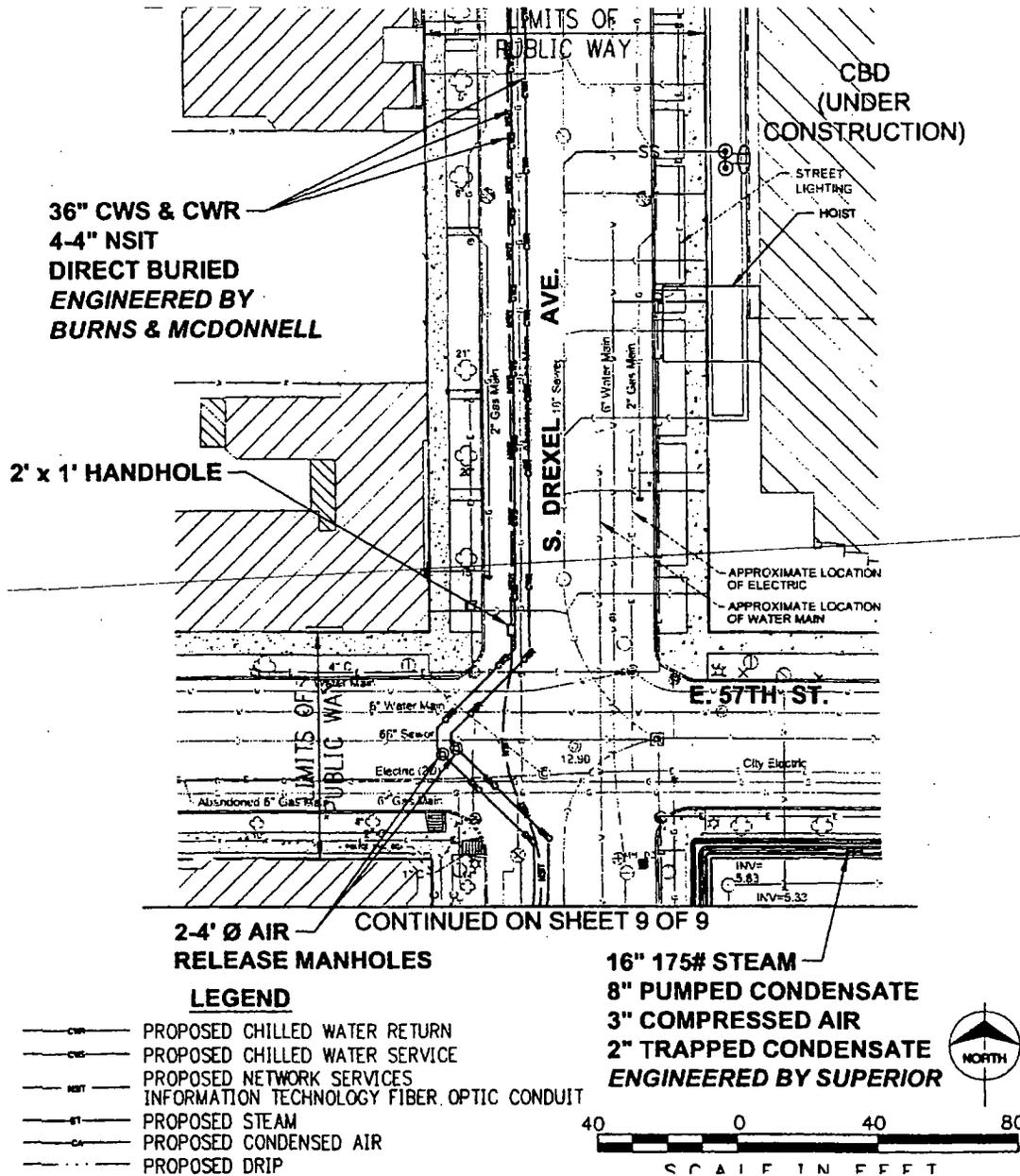
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1052110 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 88070 of this *Journal*.]

Ordinance associated with this drawing printed on page 88069 of this *Journal*.



University Of Chicago.
(905 -- 919 East 57th Street)
(Pipes)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to University of Chicago, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use four (4) pipes beneath the public right-of-way adjacent to its premises known as 905 -- 919 East 57th Street. Said pipes shall be described as follows:

One (1) sixteen (16) inch steam pipe.

One (1) eight (8) inch pumped condensate pipe.

One (1) three (3) inch compressed pipe.

One (1) two (2) inch trapped air pipe.

All four (4) pipes shall be located under the public way in a one hundred fifteen (115) foot long and six (6) foot wide trench. Said trench shall run under and along 905 -- 919 East 57th Street. Trench shall be a maximum of ten (10) feet below grade level. Pipes shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Department of Water Management. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

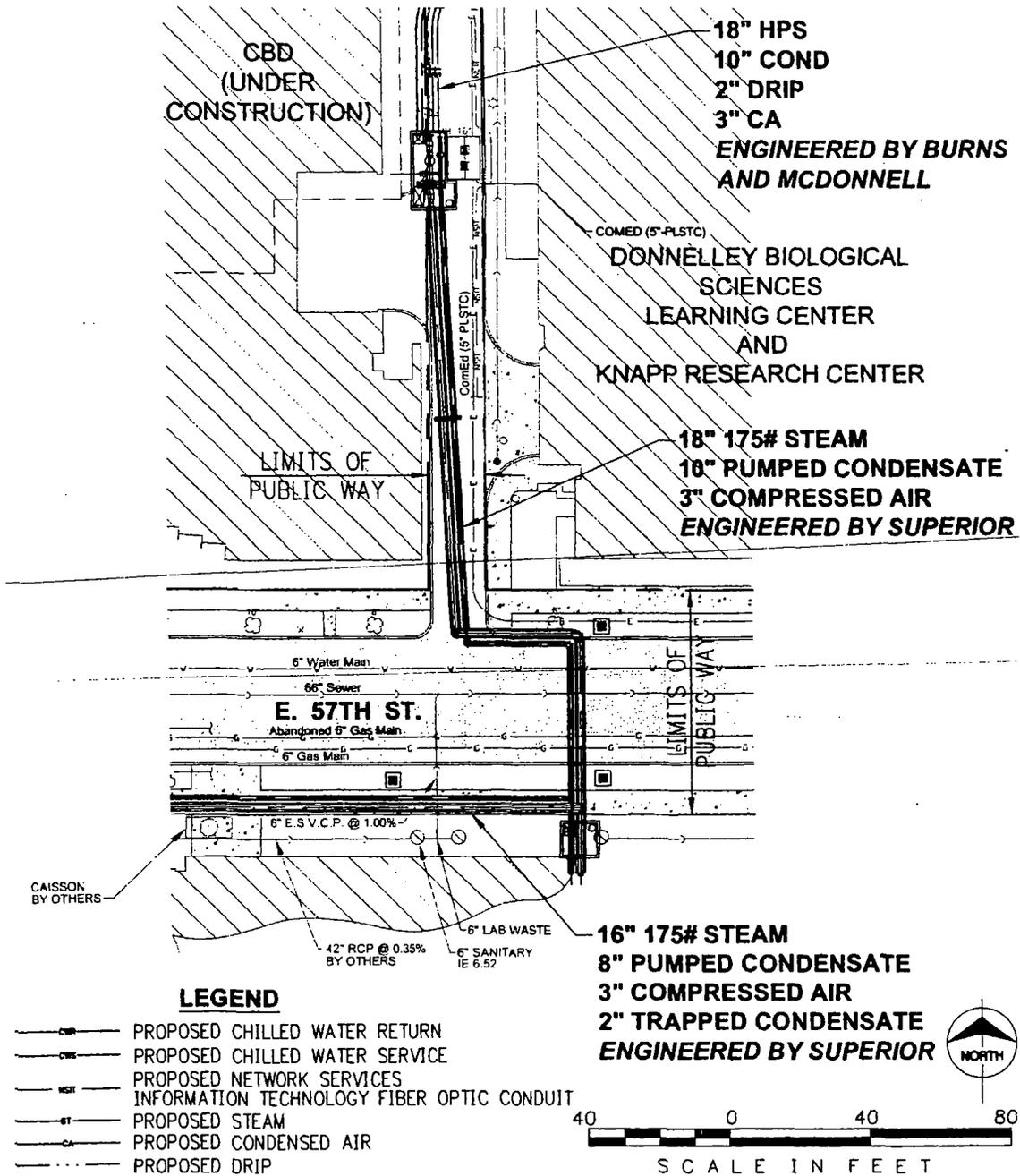
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1052106 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 88072 of this *Journal*.]

Ordinance associated with this drawing printed on page 88071 of this *Journal*.



University Of Chicago.
(916 -- 918 East 57th Street)
(Vault)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to University of Chicago, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) vault under the public right-of-way adjacent to its premises known as 916 -- 918 East 57th Street. Said NSIT communications vault shall be five (5) feet in length and five (5) feet in width for a total of twenty-five (25) square feet. NSIT communication vault shall be located under and along 916 -- 918 East 57th Street. Vault shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1055323 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 88074 of this *Journal*.]

University Of Chicago.
(917 -- 933 East 57th Street)
(Pipes)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to University of Chicago, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use three (3) pipes beneath the public right-of-way adjacent to its premises known as 917 -- 933 East 57th Street. Said pipes shall be described as follows:

One (1) sixteen (16) inch steam pipe with a twenty-eight (28) inch casing.

One (1) eight (8) inch pumped condensate pipe with a sixteen (16) inch casing.

One (1) three (3) inch compressed air pipe.

All three (3) pipes shall be located under the public way in a one hundred forty (140) foot long and six (6) foot wide trench. Said trench shall run under and along 917 -- 933 East 57th Street. Trench shall be a maximum of twelve (12) feet in depth. Pipes shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Department of Water Management. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1054448 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 88076 of this *Journal*.]

University Of Chicago.
(917 -- 919 East 57th Street)
(Vault)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to University of Chicago, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) vault under the public right-of-way adjacent to its premises known as 917 -- 919 East 57th Street. Said NSIT communication vault shall be five (5) feet in length and five (5) feet in width for a total of twenty-five (25) square feet. NSIT communication vault shall be located under and along 917 -- 919 East 57th Street. Vault shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1054446 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 88078 of this *Journal*.]

University Of Chicago.
(962 -- 978 East 61st Street)
(Pipe)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to University of Chicago, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) pipe beneath the public right-of-way adjacent to its premises known as 962 -- 978 East 61st Street. One (1) twelve (12) inch steam pipe with a twenty-four (24) inch casing shall be located under the public way in a one hundred eighty (180) foot long and three (3) foot wide trench. Said trench shall run under and along 962 -- 978 East 61st Street. Trench shall be a maximum of twenty (20) feet below grade level. Pipe shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Department of Water Management. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1054284 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 88080 of this *Journal*.]

University Of Chicago.
(974 -- 978 East 61st Street)
(Vault)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to University of Chicago, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) vault under the public right-of-way adjacent to its premises known as 974 -- 978 East 61st Street. Said steam vault Number 19 shall be twenty (20) feet in length and seven (7) feet in width for a total of one hundred forty (140) square feet. Steam vault Number 19 shall be located under and along 974 -- 978 East 61st Street. Vault shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1054279 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 88082 of this *Journal*.]

University Of Chicago.
(1000 -- 1034 East 61st Street)
(Pipe)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to University of Chicago, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) pipe beneath the public right-of-way adjacent to its premises known as 1000 -- 1034 East 61st Street. One (1) twelve (12) inch steam pipe with a twenty-four (24) inch casing shall be located under the public way in a three hundred sixty-one (361) foot, two (2) inch long and three (3) foot wide trench. Said trench shall run under and along 1000 -- 1034 East 61st Street. Trench shall be a maximum of ten (10) feet below grade. Pipe shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Department of Water Management. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1054245 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 88084 of this *Journal*.]

University Of Chicago.
(1014 -- 1020 East 61st Street)
(Vault)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to University of Chicago, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) vault under the public right-of-way adjacent to its premises known as 1014 -- 1020 East 61st Street. Said steam vault Number 18 shall be twenty (20) feet in length and seven (7) feet in width for a total of one hundred forty (140) square feet. Steam vault Number 18 shall be located under and along 1014 -- 1020 East 61st Street. Vault shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

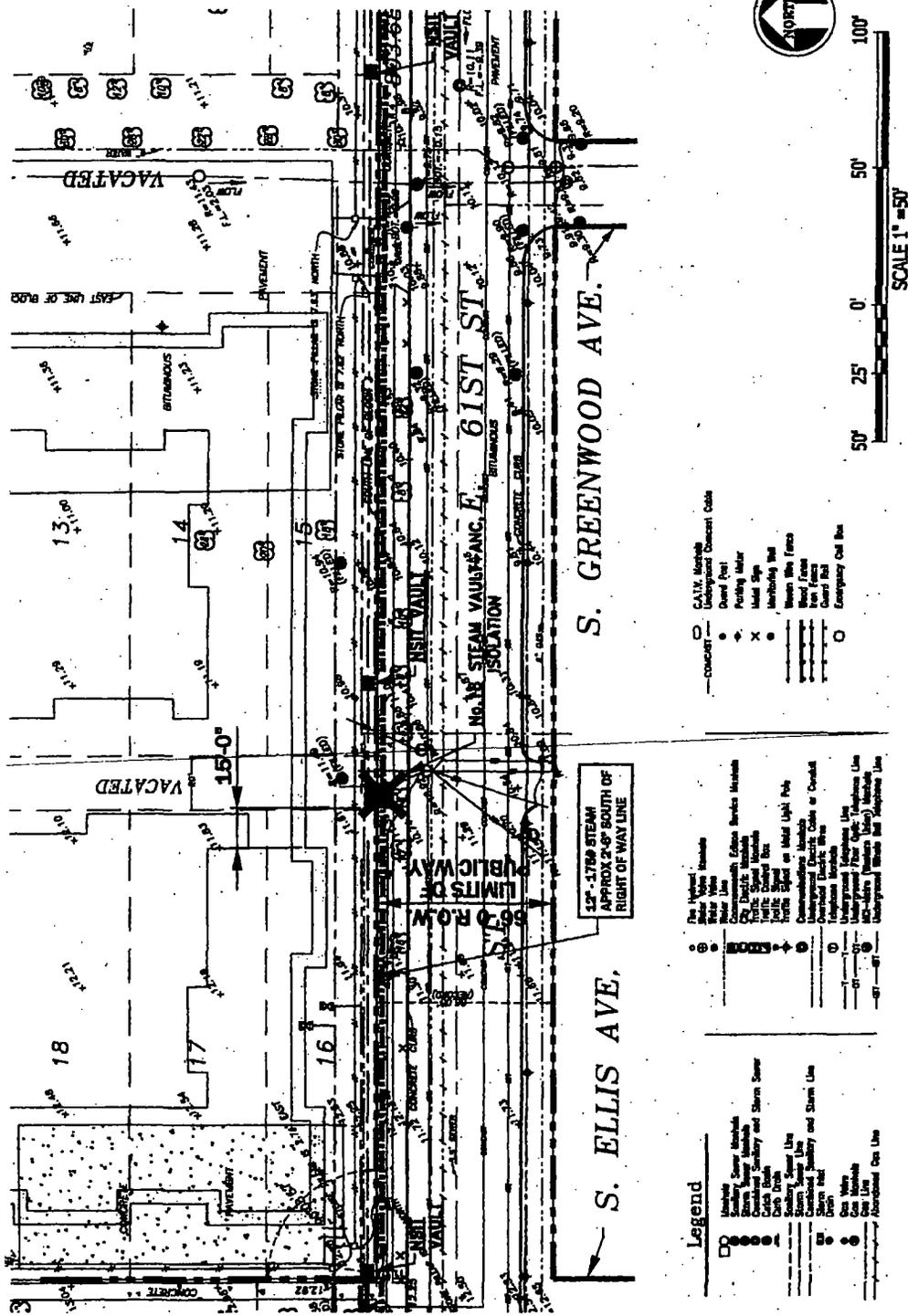
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1054244 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 88086 of this *Journal*.]

Ordinance associated with this drawing printed on page 88085 of this Journal.



University Of Chicago.
(1100 -- 1134 East 61st Street)
(Pipes)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to University of Chicago, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use two (2) pipes beneath the public right-of-way adjacent to its premises known as 1100 -- 1134 East 61st Street. Said pipes shall be described as follows:

One (1) twelve (12) inch steam pipe with a twenty-four (24) inch casing shall be located under the public way in a three hundred sixty-one (361) foot, two (2) inch long and three (3) foot wide trench. Said trench shall run under and along 1100 -- 1134 East 61st Street. Trench shall be a maximum of ten (10) feet below grade level.

One (1) twelve (12) inch steam pipe with a twenty-four (24) inch casing shall be located under the public way in an eighty (80) foot long and three (3) foot wide trench. Said trench shall run under and along East 61st Street and South Greenwood Avenue. Trench shall be a maximum of ten (10) feet below grade level.

Pipes shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Department of Water Management. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1054238 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 88088 of this *Journal*.]

University Of Chicago.
(1106 -- 1108 East 61st Street)
(Vault)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to University of Chicago, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) vault under the public right-of-way adjacent to its premises known as 1106 -- 1108 East 61st Street. Said steam vault Number 17 shall be twenty (20) feet in length and seven (7) feet in width for a total of one hundred forty (140) square feet. Steam vault Number 17 shall be located under and along 1106 -- 1108 East 61st Street. Vault shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

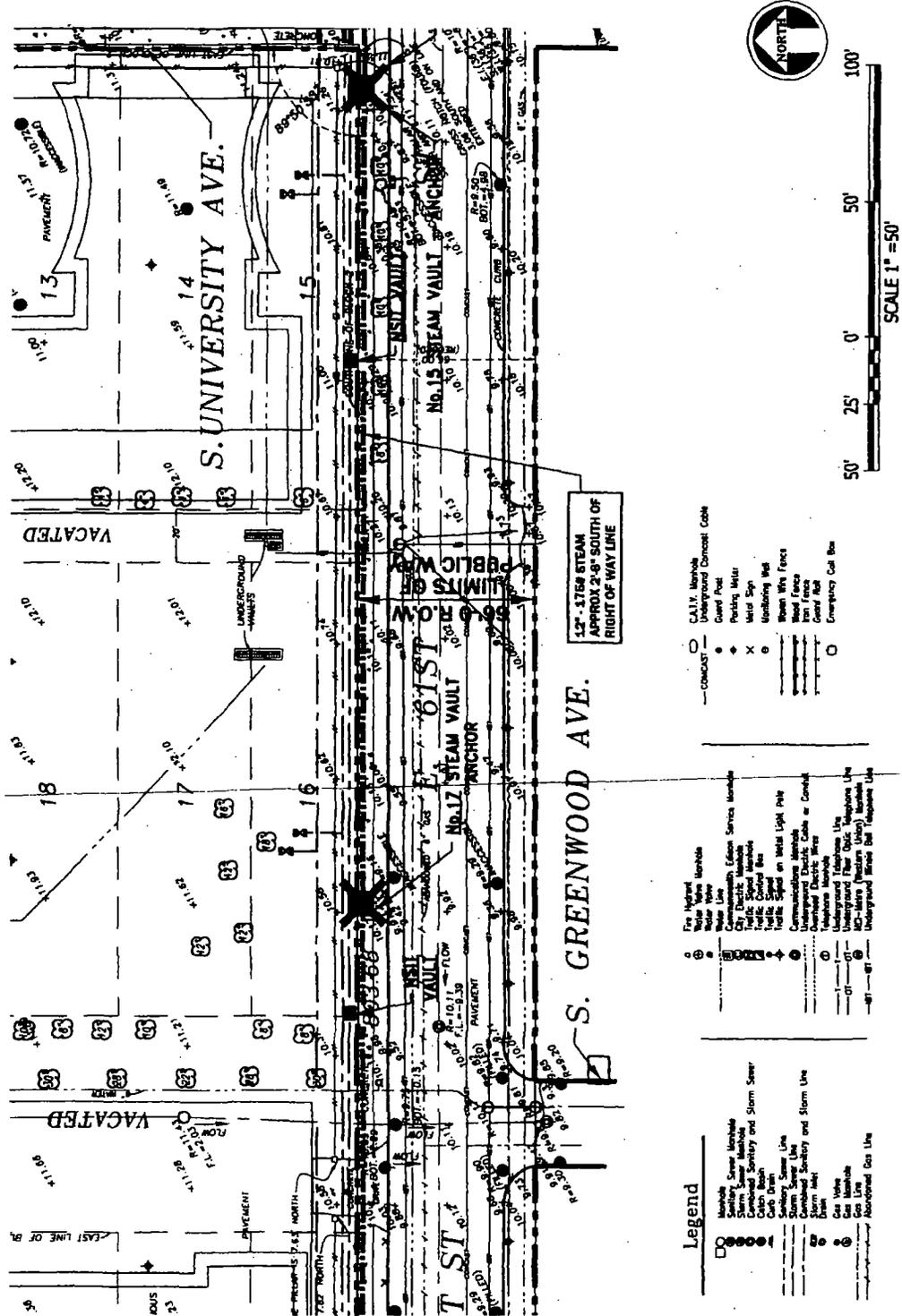
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1053319 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 88090 of this *Journal*.]

Ordinance associated with this drawing printed on page 88089 of this Journal.



Legend

- Manhole
- Storm Manhole
- Combined Sanitary and Storm Sewer Manhole
- Sanitary Sewer Line
- Storm Sewer Line
- Sanitary Manhole
- Storm Manhole
- Gas Valve
- Gas Manhole
- Gas Valve
- Abandoned Gas Line

- Fire Hydrant
- Water Valve
- Water Line
- City Electric
- City Electric Manhole
- Traffic Signal Manhole
- Traffic Signal Pole
- Traffic Signal on Metal Light Pole
- Communications Manhole
- Communications Manhole
- Telephone Manhole
- Underground Telephone Line

- CATV Manhole
- Underground Concrete Cable
- Guard Post
- Parking Meter
- Metal Sign
- Monitoring Well
- Brown White Fence
- Wood Fence
- Iron Fence
- Guard Rail
- Emergency Call Box



University Of Chicago.
(1132 -- 1134 East 61st Street)
(Vault)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to University of Chicago, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) vault under the public right-of-way adjacent to its premises known as 1132 -- 1134 East 61st Street. Said steam vault Number 15 shall be twenty (20) feet in length and seven (7) feet in width for a total of one hundred forty (140) square feet. Steam vault Number 15 shall be located under and along 1132 -- 1134 East 61st Street. Vault shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1053318 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 88092 of this *Journal*.]

University Of Chicago.
(1144 -- 1178 East 61st Street)
(Pipe)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to University of Chicago, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) pipe beneath the public right-of-way adjacent to its premises known as 1144 -- 1178 East 61st Street. One (1) twelve (12) inch steam pipe with a twenty-four (24) inch casing shall be located under the public way in a three hundred sixty-one (361) foot, seven (7) inch long and three (3) foot wide trench. Said trench shall run under and along 1144 -- 1178 East 61st Street. Trench shall be a maximum of ten (10) feet below grade level. Pipes shall be constructed in accordance with plans and specifications approved by the Department of Transportation. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

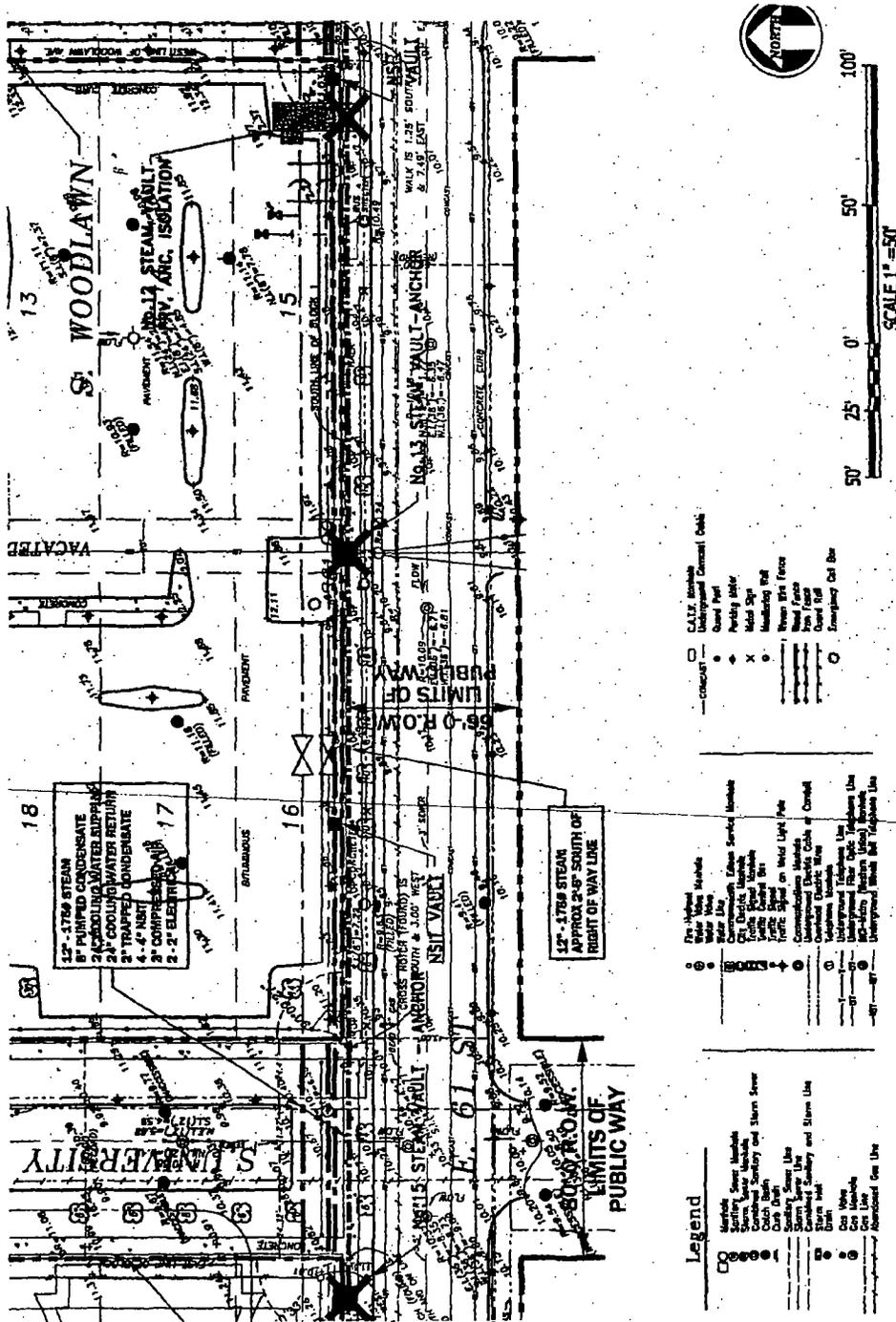
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1053315 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 88094 of this *Journal*.]

Ordinance associated with this drawing printed on page 88093 of this Journal.



University Of Chicago.
(1160 -- 1162 East 61st Street)
(Vault)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to University of Chicago, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) vault under the public right-of-way adjacent to its premises known as 1160 -- 1162 East 61st Street. Said steam vault Number 13 shall be twenty (20) feet in length and seven (7) feet in width for a total of one hundred forty (140) square feet. Steam vault Number 13 shall be located under and along 1160 -- 1162 East 61st Street. Vault shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1053314 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 88096 of this *Journal*.]

University Of Chicago.
(1176 -- 1178 East 61st Street)
(Vault)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to University of Chicago, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) vault under the public right-of-way adjacent to its premises known as 1176 -- 1178 East 61st Street. Said steam vault Number 12 shall be twenty (20) feet in length and seven (7) feet in width for a total of one hundred forty (140) square feet. Steam vault Number 12 shall be located under and along 1176 -- 1178 East 61st Street. Vault shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1053313 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 88098 of this *Journal*.]

University Of Chicago.
(1200 -- 1236 East 61st Street)
(Pipe)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to University of Chicago, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) pipe beneath the public right-of-way adjacent to its premises known as 1200 -- 1236 East 61st Street. One (1) twelve (12) inch steam pipe with a twenty-four (24) inch casing shall be located under the public way in a three hundred seventy-six (376) foot, five (5) inch long and three (3) foot wide trench. Said trench shall run under and along 1200 -- 1236 East 61st Street. Trench shall be a maximum of ten (10) feet below grade level. Pipe shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Department of Water Management. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1053246 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 88100 of this *Journal*.]

University Of Chicago.
(1200 East 61st Street)
(Vault)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to University of Chicago, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) vault under the public right-of-way adjacent to its premises known as 1200 East 61st Street. Said steam vault Number 11 shall be twenty (20) feet in length and seven (7) feet in width for a total of one hundred forty (140) square feet. Steam vault Number 11 shall be located under and along 1200 East 61st Street. Vault shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1053245 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 88102 of this *Journal*.]

University Of Chicago.
(1224 -- 1226 East 61st Street)
(Vault)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to University of Chicago, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) vault under the public right-of-way adjacent to its premises known as 1224 -- 1226 East 61st Street. Said steam vault Number 10 shall be twenty (20) feet in length and seven (7) feet in width for a total of one hundred forty (140) square feet. Steam vault Number 10 shall be located under and along 1224 -- 1226 East 61st Street. Vault shall be constructed in accordance with plans and specification approved by the Office of Emergency Management and Communication. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1053244 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 88104 of this *Journal*.]

University Of Chicago.
(1300 -- 1314 East 61st Street)
(Pipes)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to University of Chicago, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use two (2) pipes beneath the public right-of-way adjacent to its premises known as 1300 -- 1314 East 61st Street. Said pipes shall be described as follows:

One (1) twelve (12) inch steam pipe with a twenty-four (24) inch casing shall be located under the public way in a one hundred forty (140) foot long and three (3) foot wide trench. Said trench shall run under and along 1300 -- 1314 East 61st Street. Trench shall be a maximum of ten (10) feet below grade level.

One (1) twelve (12) inch steam pipe with a twenty-four (24) inch casing shall be located under the public way in a sixty-six (66) foot long and three (3) foot wide trench. Said trench shall run under and along East 61st Street and South Kimbark Avenue. Trench shall be a maximum of ten (10) feet below grade level.

Pipes shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Department of Water Management. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1053243 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 88106 of this *Journal*.]

University Of Chicago.
(1310 -- 1314 East 61st Street)
(Vault)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to University of Chicago, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) vault under the public right-of-way adjacent to its premises known as 1310 -- 1314 East 61st Street. Said steam vault Number 9 shall be twenty (20) feet in length and seven (7) feet in width for a total of one hundred forty (140) square feet. Steam vault Number 9 shall be located under and along 1310 -- 1314 East 61st Street. Vault shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1053242 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 88108 of this *Journal*.]

Urban Domain, Inc.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Urban Domain, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) banner projecting over the public right-of-way attached to its premises known as 1714 North Damen Avenue. Said banner shall measure sixteen (16) feet in length and three (3) feet in height for a total of forty-eight (48) square feet and shall be nine (9) feet above grade. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

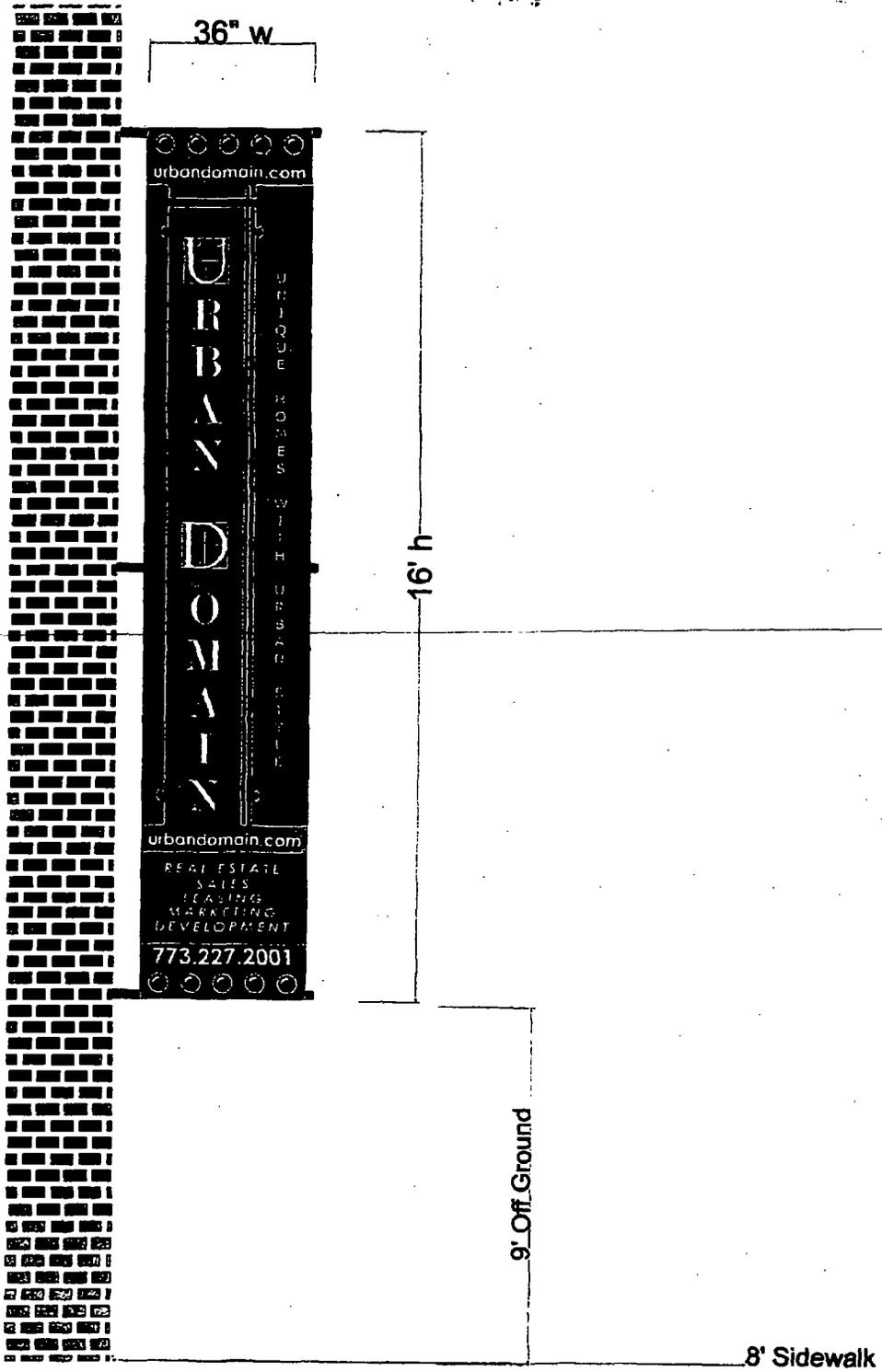
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1054683 herein granted the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 88110 of this *Journal*.]

Ordinance associated with this drawing printed on page 88109 of this *Journal*.



V & M Auto Service.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to V & M Auto Service, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way adjacent to its premises known as 2657 South Kedzie Avenue. Said sign shall measure eight (8) feet in length and eight (8) feet in height for a total of sixty-four (64) square feet and shall be twelve and ten-hundredths (12.10) feet above grade. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

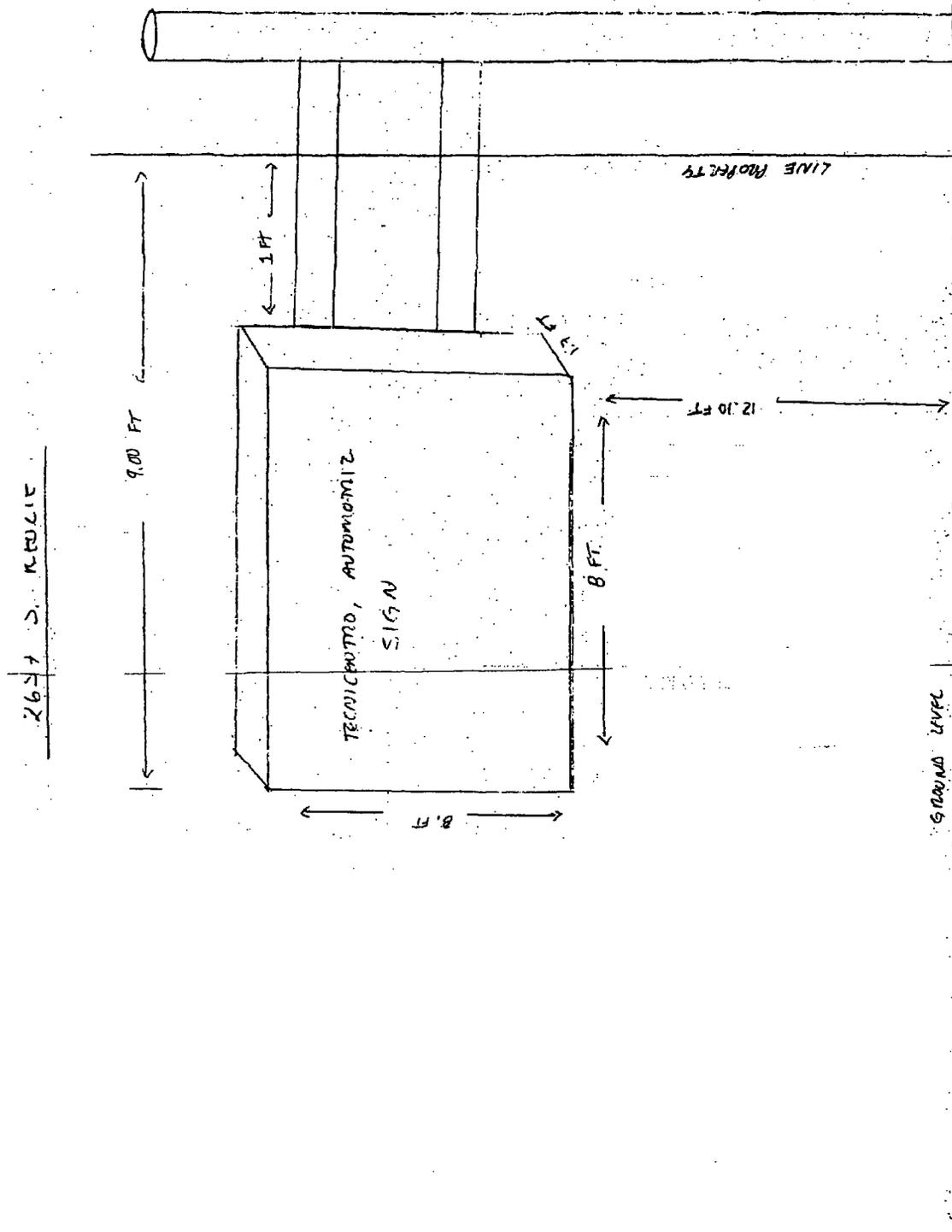
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1053070 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 88112 of this *Journal*.]

Ordinance associated with this drawing printed on page 88111 of this *Journal*.



Verizon Wireless.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Verizon Wireless, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way adjacent to its premises known as 3435 West 26th Street. Said sign shall be twenty-five and two-tenths (25.2) feet in length and six and one-tenth (6.1) feet in height and shall be fourteen (14) feet above grade. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

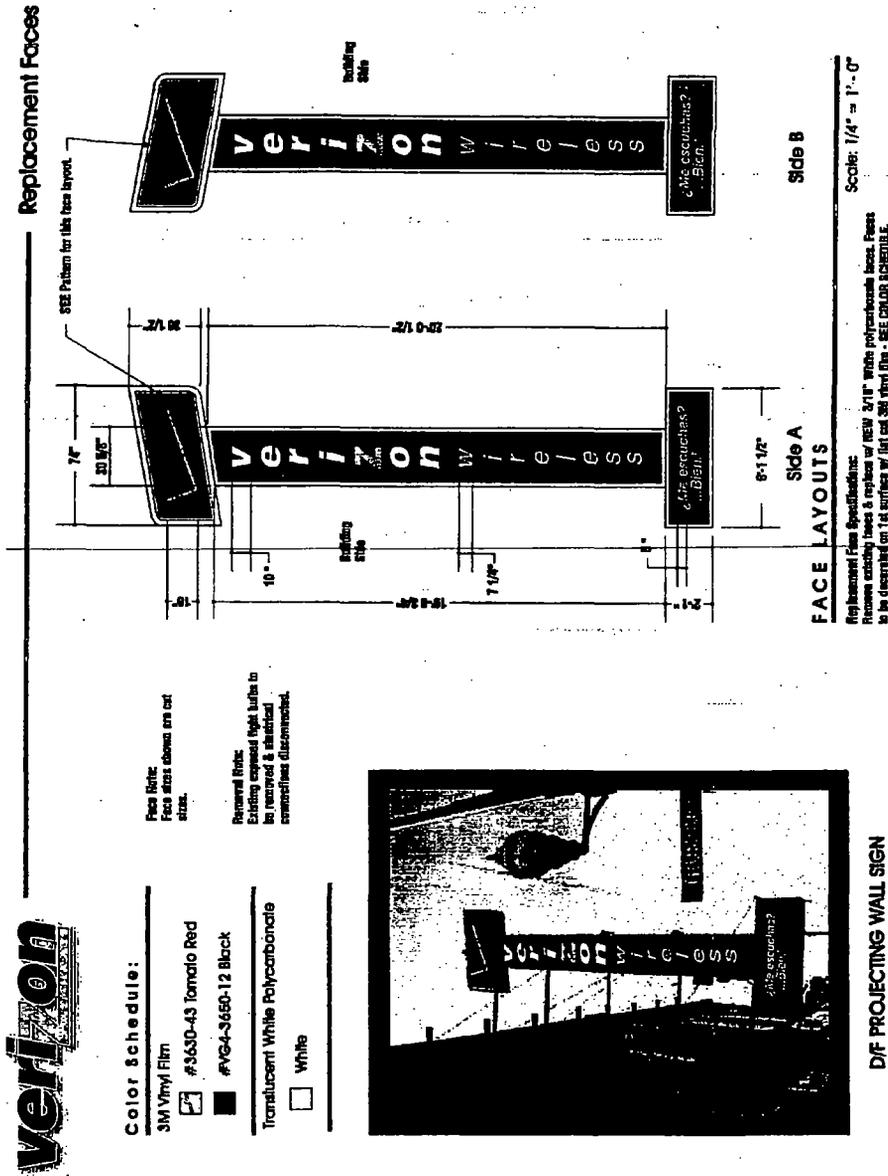
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1053962 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 88114 of this *Journal*.]

Ordinance associated with this drawing printed on page 88113 of this *Journal*.



BOB- PROCEED W/ THIS DESIGN
8-2 UNIT

*Viceroy Hotel L.L.C., In Care Of
A.H. Windmiller & Associates.*

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Viceroy Hotel L.L.C., in care of A.H. Windmiller & Associates, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) structural projection over the public right-of-way attached to its premises known as 1519 West Warren Boulevard. Said structural projection shall measure fifteen (15) feet in length and ten (10) feet in width for a total of one hundred fifty (150) square feet and shall be eleven (11) feet above grade. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation, the Office of Emergency Management and Communications and the Department of Planning and Development.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

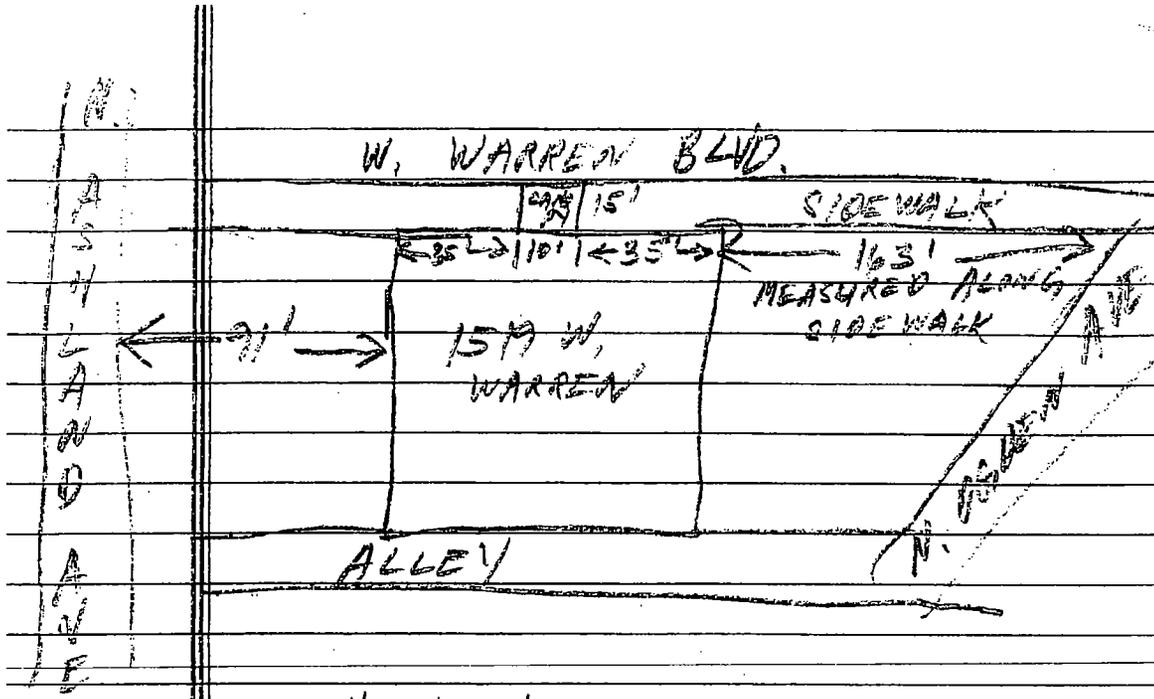
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1054560 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

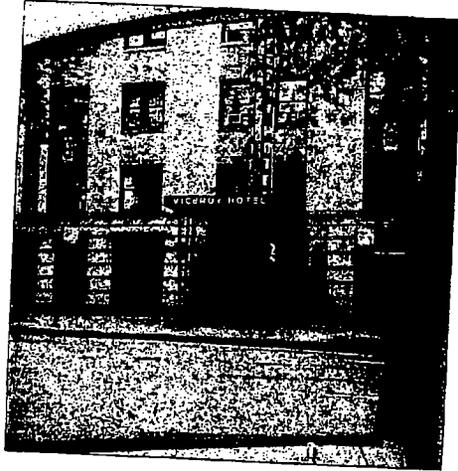
Authority herein given and granted for a period of five (5) years from and after June 24, 2006.

[Drawing referred to in this ordinance printed
on page 88116 of this *Journal*.]

Ordinance associated with this drawing printed on page 88115 of this Journal.



Height - 11'
of canopy



Victory Gardens Theater.
(Fire Shutter Door)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Victory Gardens Theater, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) fire shutter door projecting over the public right-of-way attached to its premises known as 2433 North Lincoln Avenue. Said fire shutter door shall be located in the public alley above the theater loading doors to remain in roll up hood measuring nine and eight-tenths (9.8) feet in width and one and nine-tenths (1.9) feet in depth and shall be thirteen and three-tenths (13.3) feet above grade. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

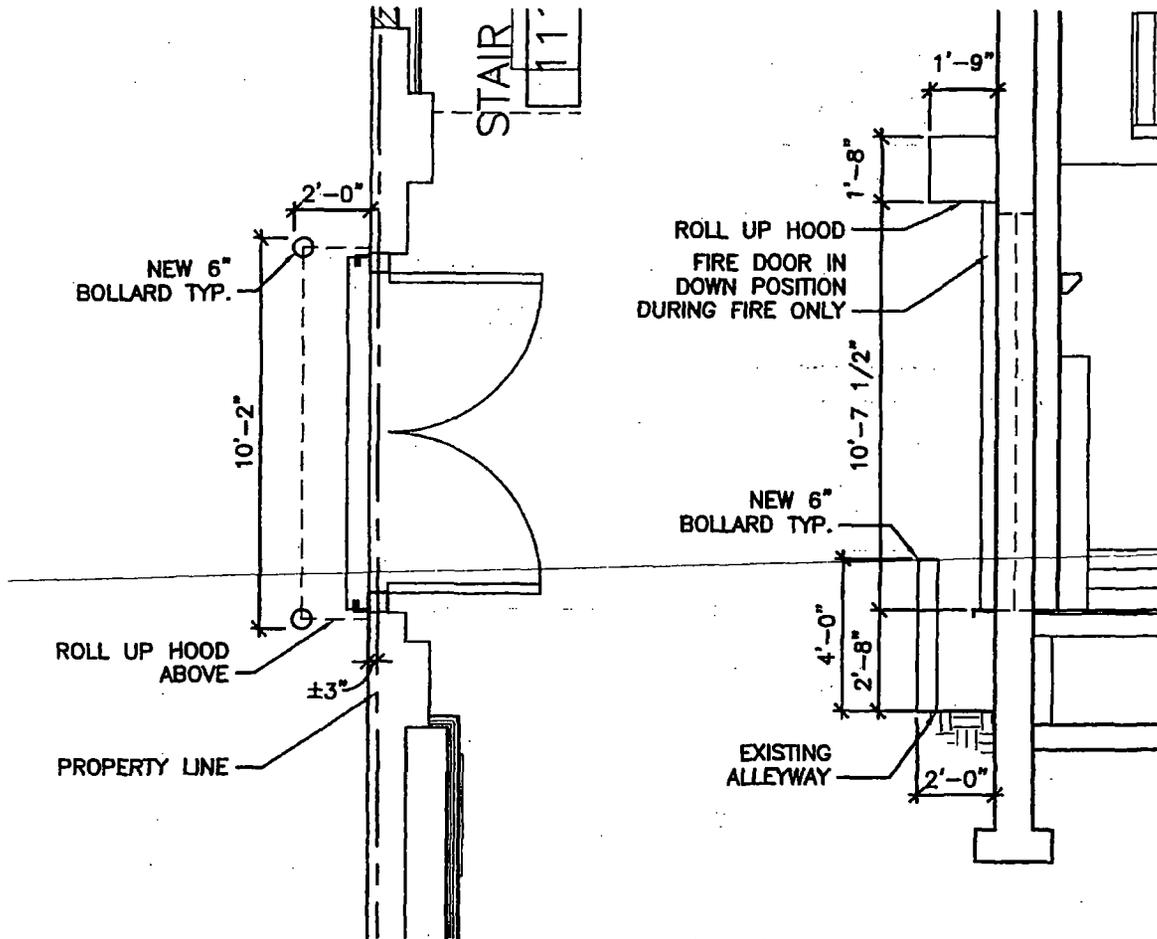
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1053125 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 88118 of this *Journal*.]

Ordinance associated with this drawing printed on page 88117 of this *Journal*.



NOTE: ADDITIONAL AREA BEYOND PUBLIC WAY =20.3 SQ. FT.



FIRE SHUTTER EXTENSION OVER ALLEY WAY

SCALE: 1/4" = 1'-0"

Victory Gardens Theater.
(Marquee)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Victory Gardens Theater, upon the terms and subject to the conditions of this ordinance, to maintain and use a theater marquee projecting over the public right-of-way adjacent to its premises known as 2433 North Lincoln Avenue. Said theater marquee shall be twenty-four (24) feet in length and ten and nine-tenths (10.9) feet in width for a total of two hundred sixty-one and six-tenths (261.6) square feet. Theater marquee shall be located along North Lincoln Avenue twelve (12) feet above grade level. Marquee has been constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications and the Department of Transportation. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

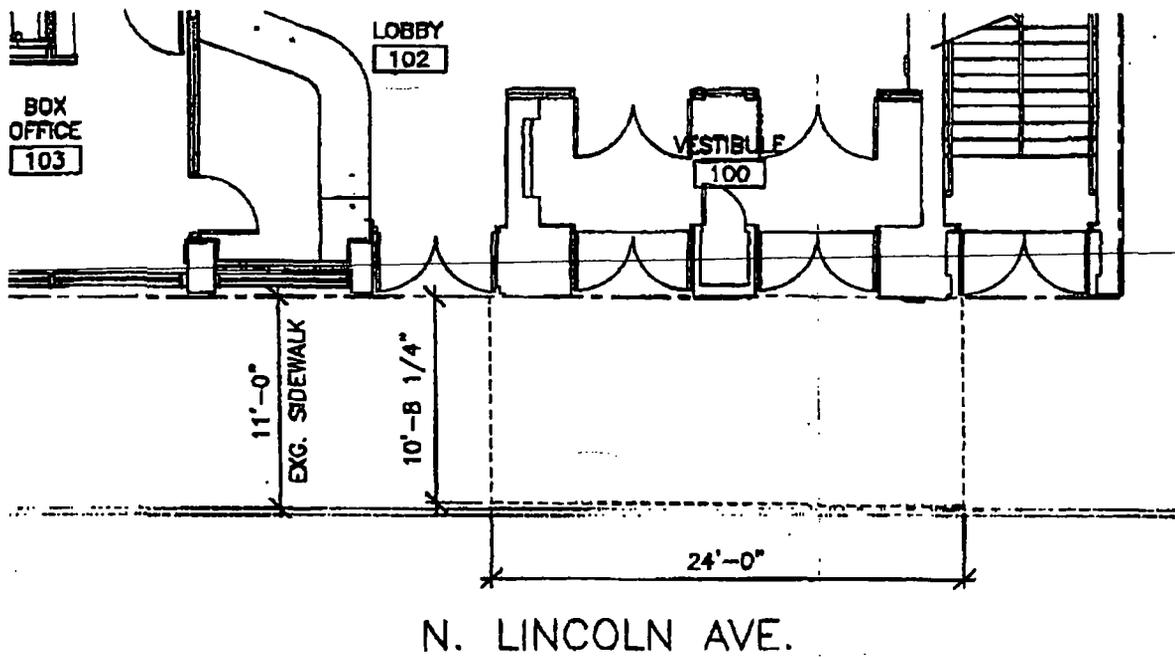
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1055493 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 88120 of this *Journal*.]

Ordinance associated with this drawing printed
on page 88119 of this *Journal*.



NOTE: AREA BEYOND PUBLIC WAY = 256.5 SQ. FT.

A MARQUEE EXTENSION OVER PROPERTY LINE
SCALE: 1/8" = 1'-0"

Wabash Randolph Self Park.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Wabash Randolph Self Park, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) exterior staircase projecting over the public right-of-way adjacent to its premises known as 16 East Randolph Street. Said stair case shall be installed over North Holden Court and shall measure sixty-one and six-tenths (61.6) feet in length and six (6) feet in width for a total of three hundred sixty-nine and six-tenths (369.6) square feet and shall be at a height of twenty-five (25) feet. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

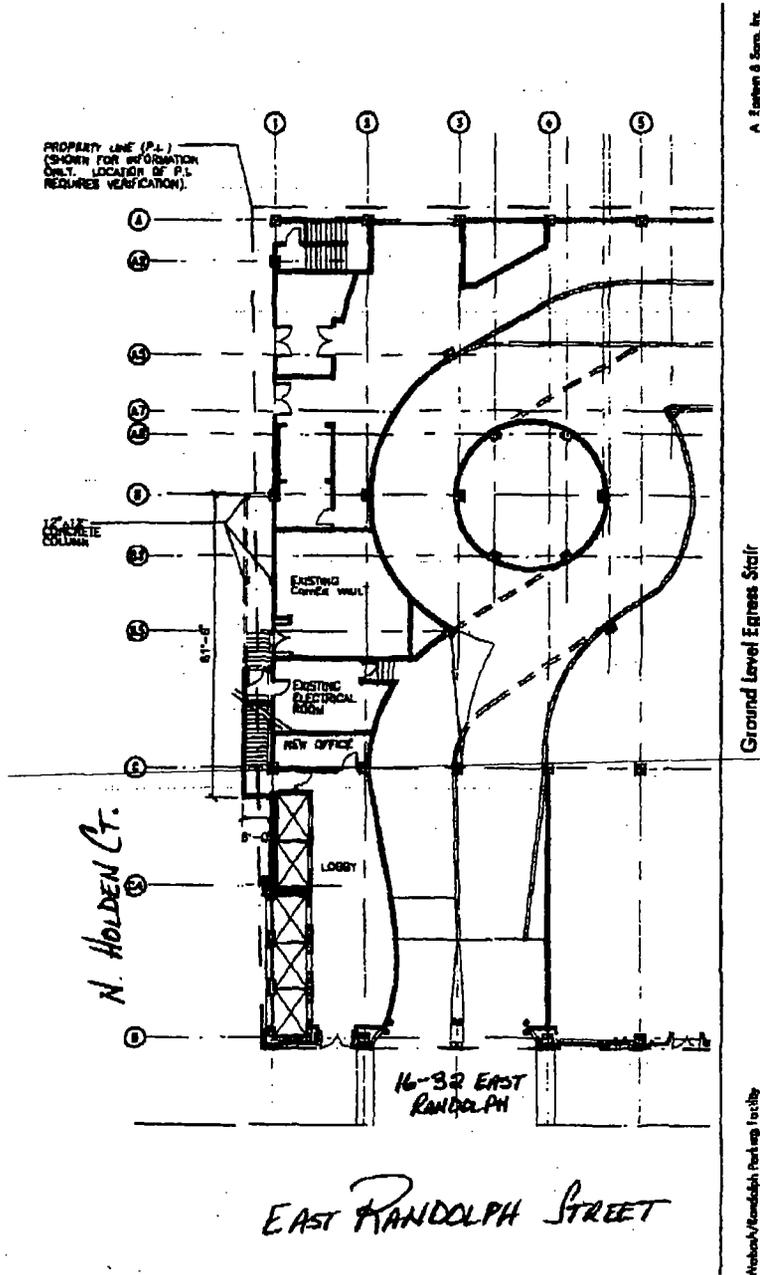
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1054185 herein granted the sum of One Thousand One Hundred Eighty-two and no/100 Dollars (\$1,182.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after June 6, 2006.

[Drawing referred to in this ordinance printed
on page 88122 of this *Journal*.]

Ordinance associated with this drawing printed on page 88121 of this *Journal*.



Walgreen Co. Number 1173.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Walgreen Co. Number 1173, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) structural projection over the public right-of-way attached to its premises known as 1520 West Fullerton Avenue. Said structural projection shall measure eighty-one (81) feet in length and two (2) feet in width for a total of one hundred sixty-two (162) square feet and shall be twelve (12) feet above grade. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation, the Office of Emergency Management and Communications and the Department of Planning and Development.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1054767 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after July 30, 2006.

[Drawing referred to in this ordinance printed
on page 88124 of this *Journal*.]

Water Saver Faucet Co.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Water Saver Faucet Co., upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) manhole in the public right-of-way adjacent to its premises known as 701 West Erie Street. Said manhole shall be four (4) feet in diameter and shall be located on the sidewalk for use by the Metropolitan Water Reclamation District for testing and sampling purposes. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications, the Department of Water Management and the Office of Underground Coordination.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1054044 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after July 31, 2006.

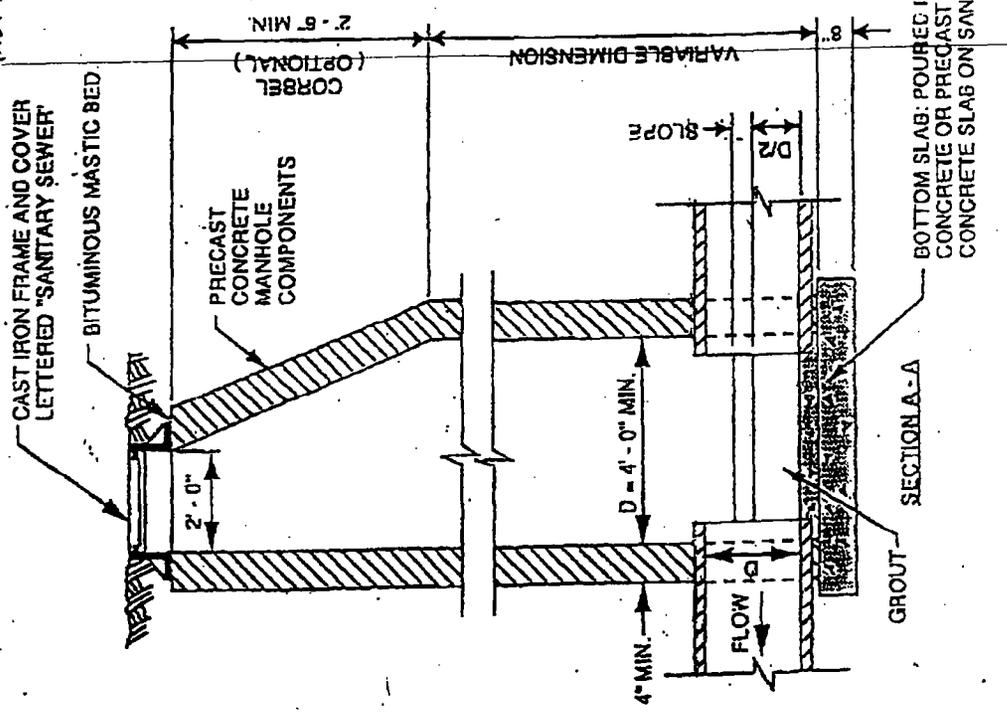
[Drawing referred to in this ordinance printed
on page 88126 of this *Journal*.]

Ordinance associated with this drawing printed on page 88125 of this Journal.

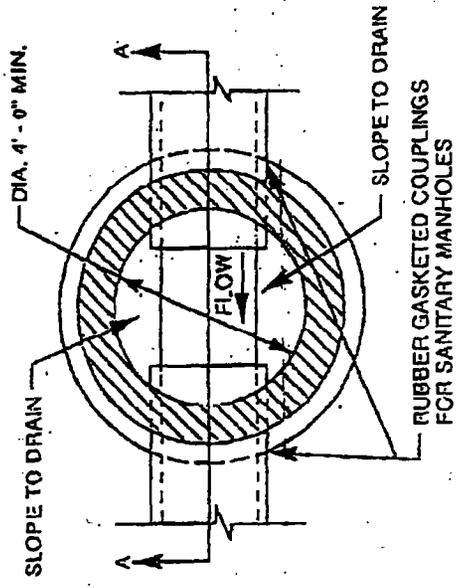
Attachment
USE DEPARTMENT OF SEWERS STD.

The Metropolitan Water Reclamation District of Greater Chicago

TYPICAL CONTROL MANHOLE
(NOT TO SCALE)



NOTE: 1. IN CASES WHERE A PRIMARY MEASURING DEVICE (PMD) IS PROVIDED, THE PMD SHOULD BE CENTERED DIRECTLY BELOW THE OPENING TO ENABLE VISUAL AND PHYSICAL ACCESS TO THE FLOW CHANNEL FROM GROUND LEVEL.



SECTIONAL PLAN

SECTION A-A

Waterview L.L.C.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Waterview L.L.C., upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use two (2) structural projections over the public right-of-way attached to its premises known as 107 West Wacker Drive. Said structural projections shall measure approximately one (1) at ninety and four-tenths (90.4) feet in length and seventeen (17) feet in width located along West Wacker Drive and one (1) at thirty-one and three-tenths (31.3) feet in length and thirteen (13) feet in width along North Clark Street. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation, the Office of Emergency Management and Communications and the Department of Planning and Development.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

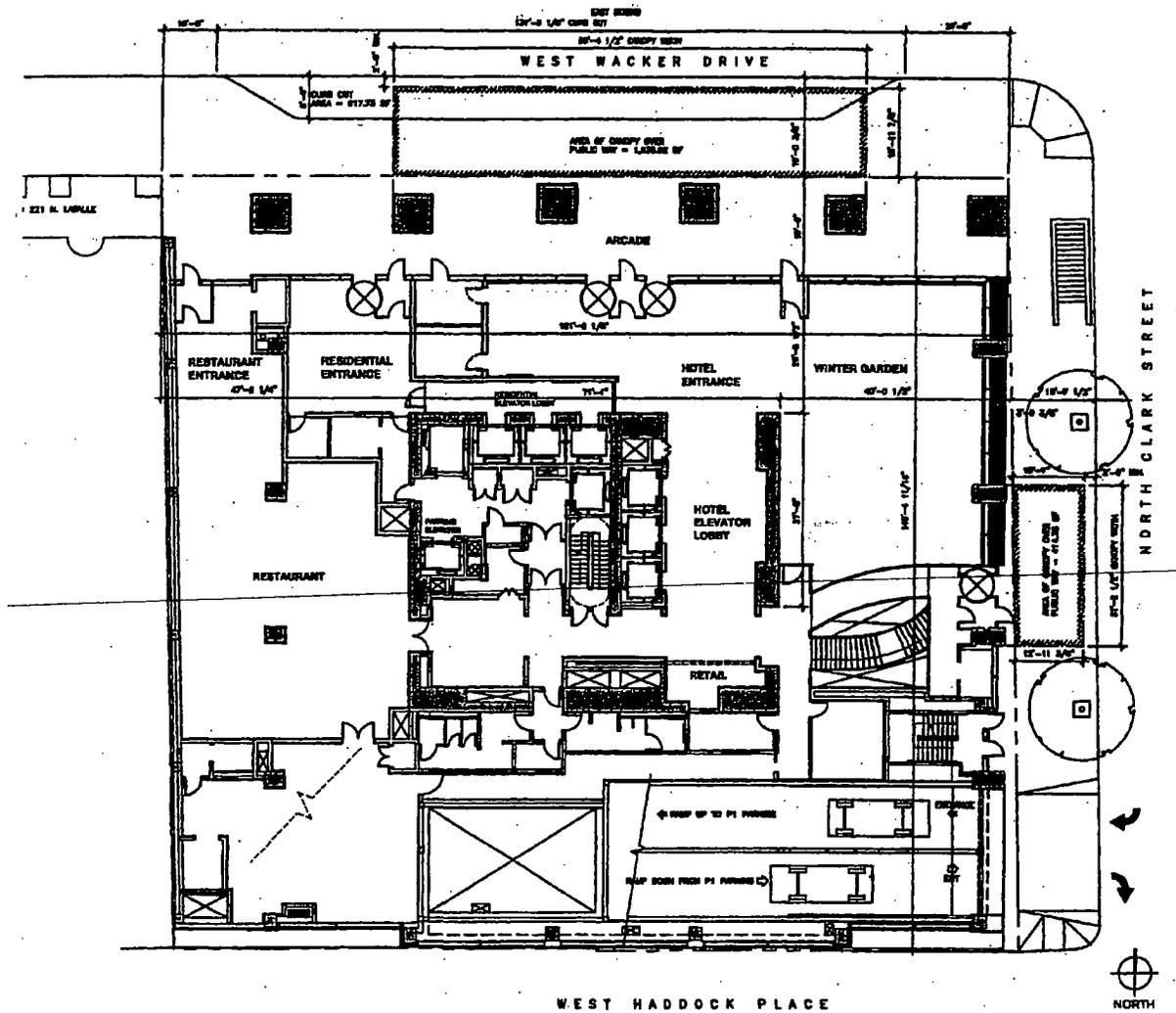
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1051506 herein granted the sum of Twelve Thousand One Hundred Three and no/100 Dollars (\$12,103.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 88128 of this *Journal*.]

Ordinance associated with this drawing printed on page 88127 of this *Journal*.



Westin Hotel Chicago.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Westin Hotel Chicago, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) limestone facade adjacent to its premises known as 909 North Michigan Avenue. Said facade shall be three (3) inches deep from sidewalk grade level up to fourteen (14) feet in height including a frieze band two (2) feet, three (3) inches in height and eight and one-half (8½) inches deep. Facade refinishing shall be on the North Michigan Avenue side of the building spanning thirty-three (33) feet in length and the East Delaware Place side of the building spanning three hundred seventy-six (376) feet in length. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation, the Office of Emergency Management and Communications and the Department of Planning and Development.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1054016 herein granted the sum of Two Thousand Nine Hundred Fifty-eight and no/100 Dollars (\$2,958.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after July 10, 2006.

[Drawing referred to in this ordinance printed
on page 88130 of this *Journal*.]

West Town Center Two, L.L.C.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to West Town Center Two, L.L.C., upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use six (6) balconies projecting over the public right-of-way adjacent to its premises known as 1256 -- 1258 North Milwaukee Avenue. Said balconies shall each measure approximately ten (10) feet in length and two (2) feet, six (6) inches in width. Balconies shall be on second (2nd), third (3rd) and fourth (4th) floors. The lowest balcony shall be thirteen (13) feet, eight (8) inches above grade level. Balconies shall be constructed in accordance with plans and specifications approved by the Department of Transportation. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

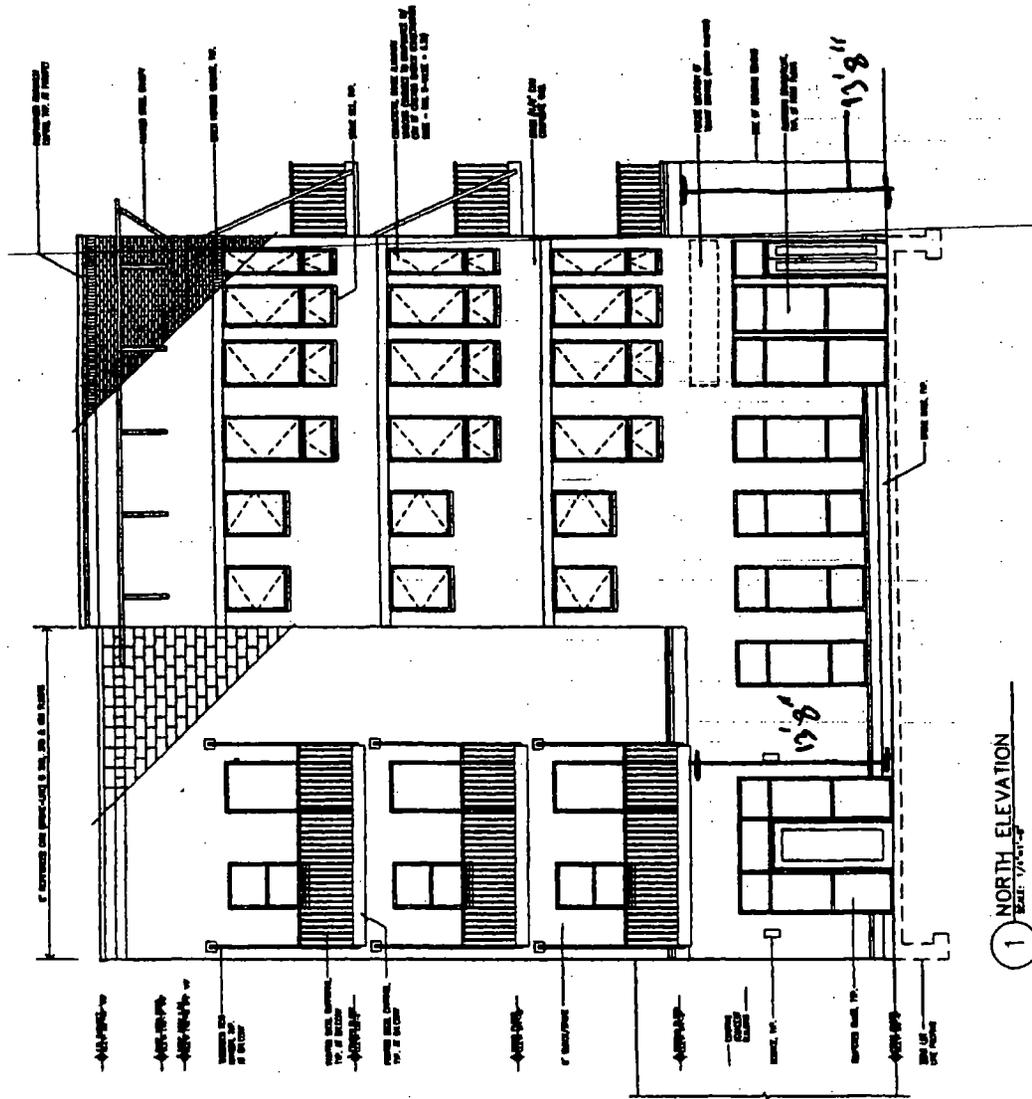
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1053605 herein granted the sum of Four Hundred Fifty and no/100 Dollars (\$450.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 88132 of this *Journal*.]

Ordinance associated with this drawing printed on page 88131 of this *Journal*.



What's The Beef.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to What's The Beef, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way adjacent to its premises known as 1863 North Clybourn Avenue. Said sign shall be five and six-tenths (5.6) feet in length and five and six-tenths (5.6) feet in width for a total of thirty-one and thirty-six hundredths (31.36) square feet and ten (10) feet above grade. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

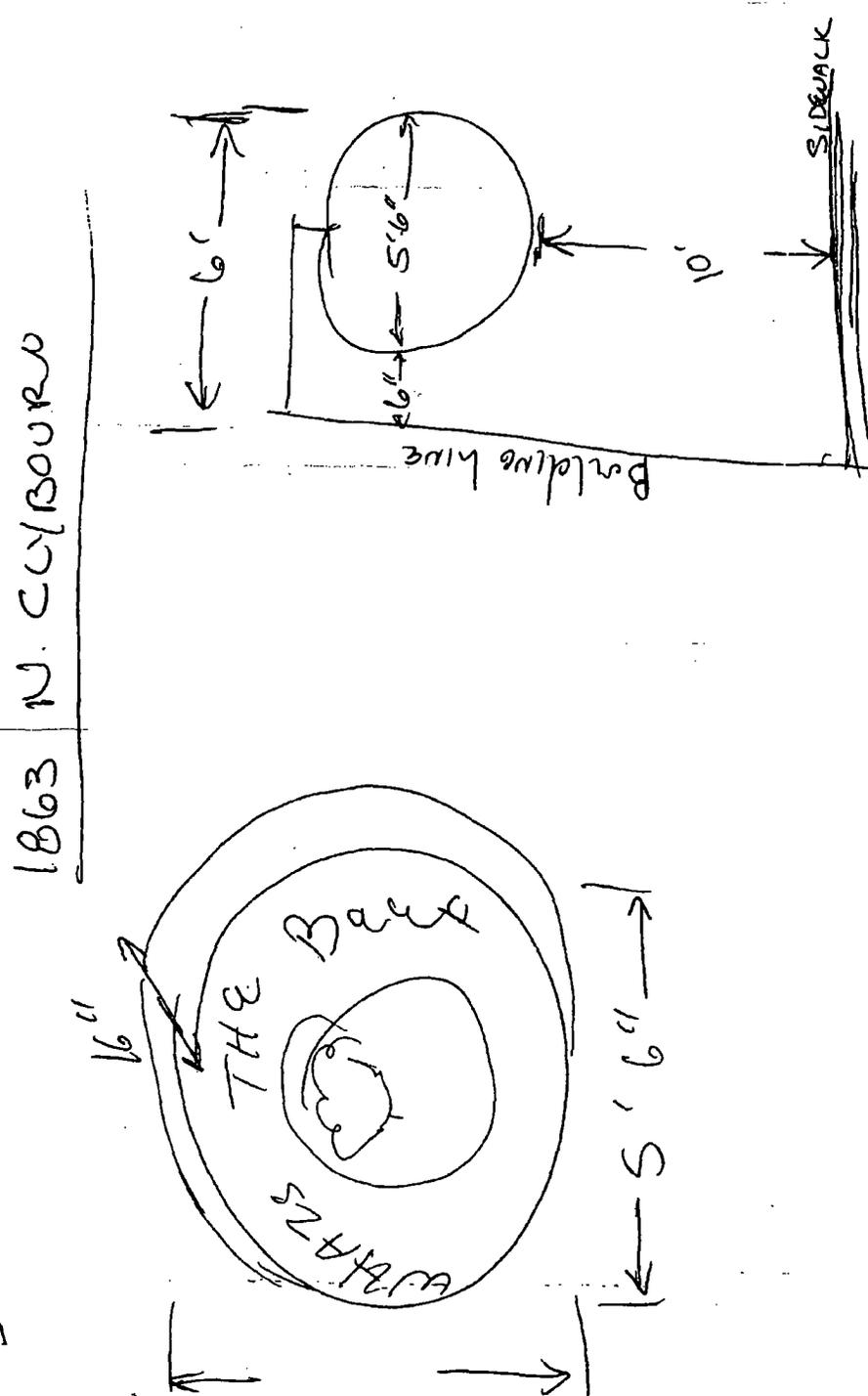
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1055001 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 88134 of this *Journal*.]

Ordinance associated with this drawing printed on page 88133 of this Journal.



Woman's Athletic Club Of Chicago.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Woman's Athletic Club of Chicago, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, an existing vault under the public right-of-way adjacent to its premises known as 114 East Ontario Street. Said vault shall house a heating plant under the surface of East Ontario Street. Vault shall not exceed eighty-five (85) feet, two (2) inches in length and nineteen (19) feet in width. Vault has been constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

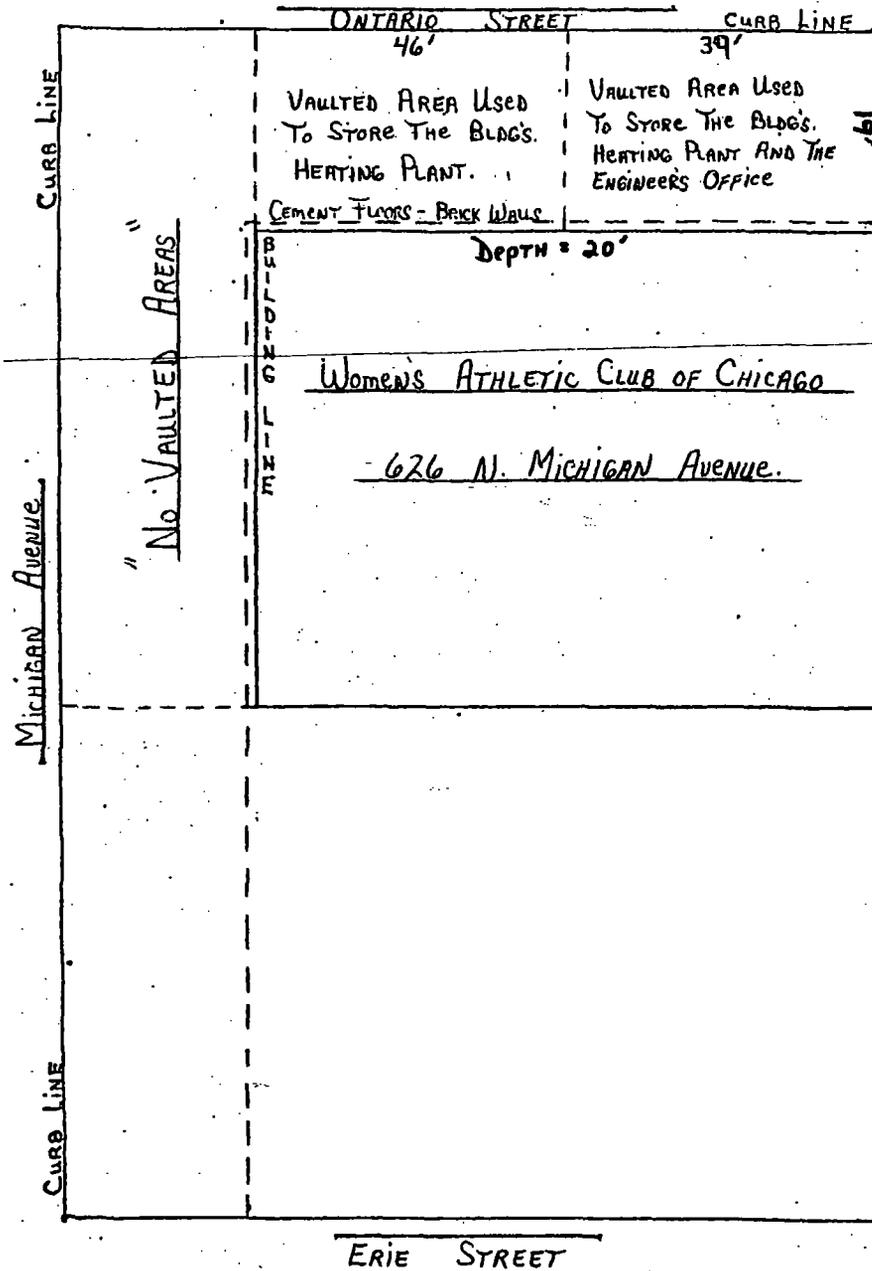
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1054015 herein granted the sum of Ten Thousand One Hundred Eighty-one and no/100 Dollars (\$10,181.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after July 11, 2006

[Drawing referred to in this ordinance printed
on page 88136 of this *Journal*.]

Ordinance associated with this drawing printed on page 88135 of this Journal.



26th Street Sugar Shack.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to 26th Street Sugar Shack, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way adjacent to its premises known as 630 West 26th Street. Said sign shall measure four (4) feet in length and seven (7) feet in width for a total of twenty-eight (28) square feet and shall be ten and eight-tenths (10.8) feet above grade. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1053142 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

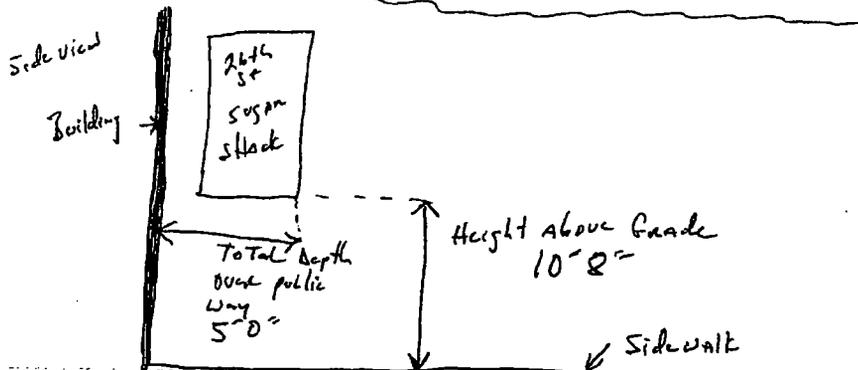
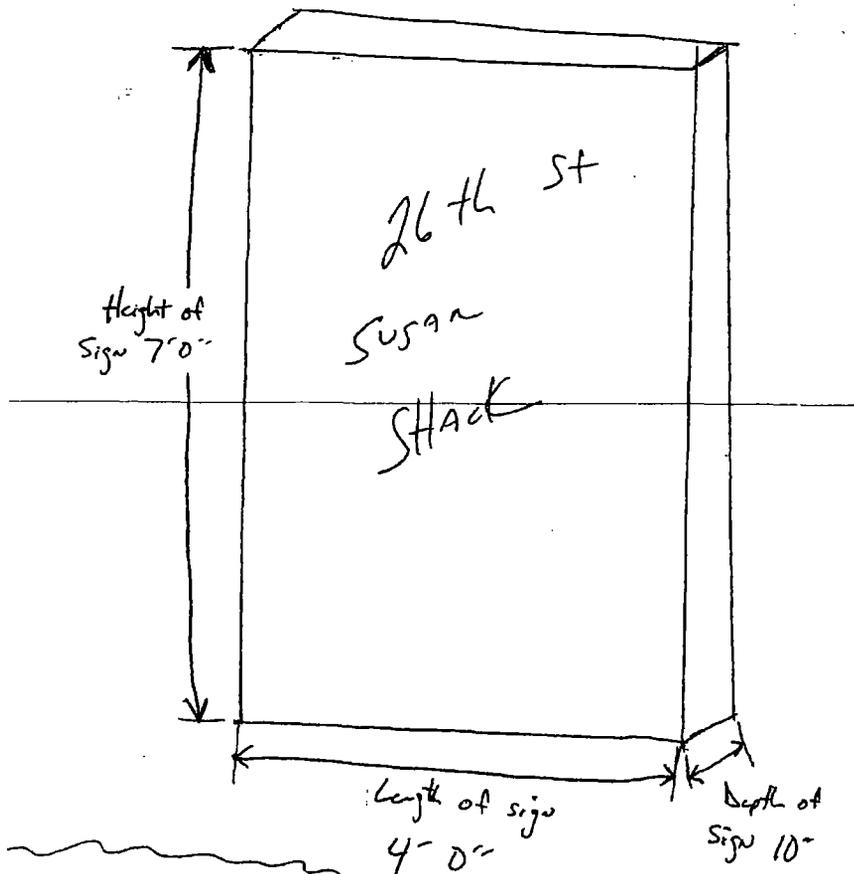
A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 88138 of this *Journal*.]

Ordinance associated with this drawing printed on page 88137 of this Journal.

630 W. 26th St.



35th And Morgan Development Corp.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to 35th and Morgan Development Corp., upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use sixty-two (62) balconies projecting over the public right-of-way attached to its premises known as 1012 -- 1058 West 35th Street. Fifty (50) balconies shall overhang floors two (2) through six (6) which will project over the public sidewalk adjacent to the building along West 35th Street. Twelve (12) balconies will overhang floors five (5) and six (6) which shall project over the public alley adjacent to its building running immediately north of and parallel to West 35th Street. The measurements for said balconies are as follows:

West 35th Street.

Type A shall be fourteen (14) at ten (10) feet in length and five (5) feet, four (4) inches in width.

Type B shall be six (6) at thirteen (13) feet in length and five (5) feet, four (4) inches in width.

Type C shall be ten (10) at sixteen (16) feet in length and five (5) feet, four (4) inches in width.

Type D shall be twenty (20) at twenty (20) feet in length and five (5) feet, four (4) inches in width.

Alley North Of West 35th Street.

Type A shall be four (4) at ten (10) feet in length and five (5) feet, four (4) inches in width.

Type D shall be eight (8) at twenty (20) feet in length and five (5) feet, four (4) inches in width.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation, the Office of Emergency Management and Communications and the Department of Planning and Development.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1053948 herein granted the sum of Four Thousand Six Hundred Fifty and no/100 Dollars (\$4,650.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 88141 of this *Journal*.]

57 West Grand L.L.C.
(Generator)

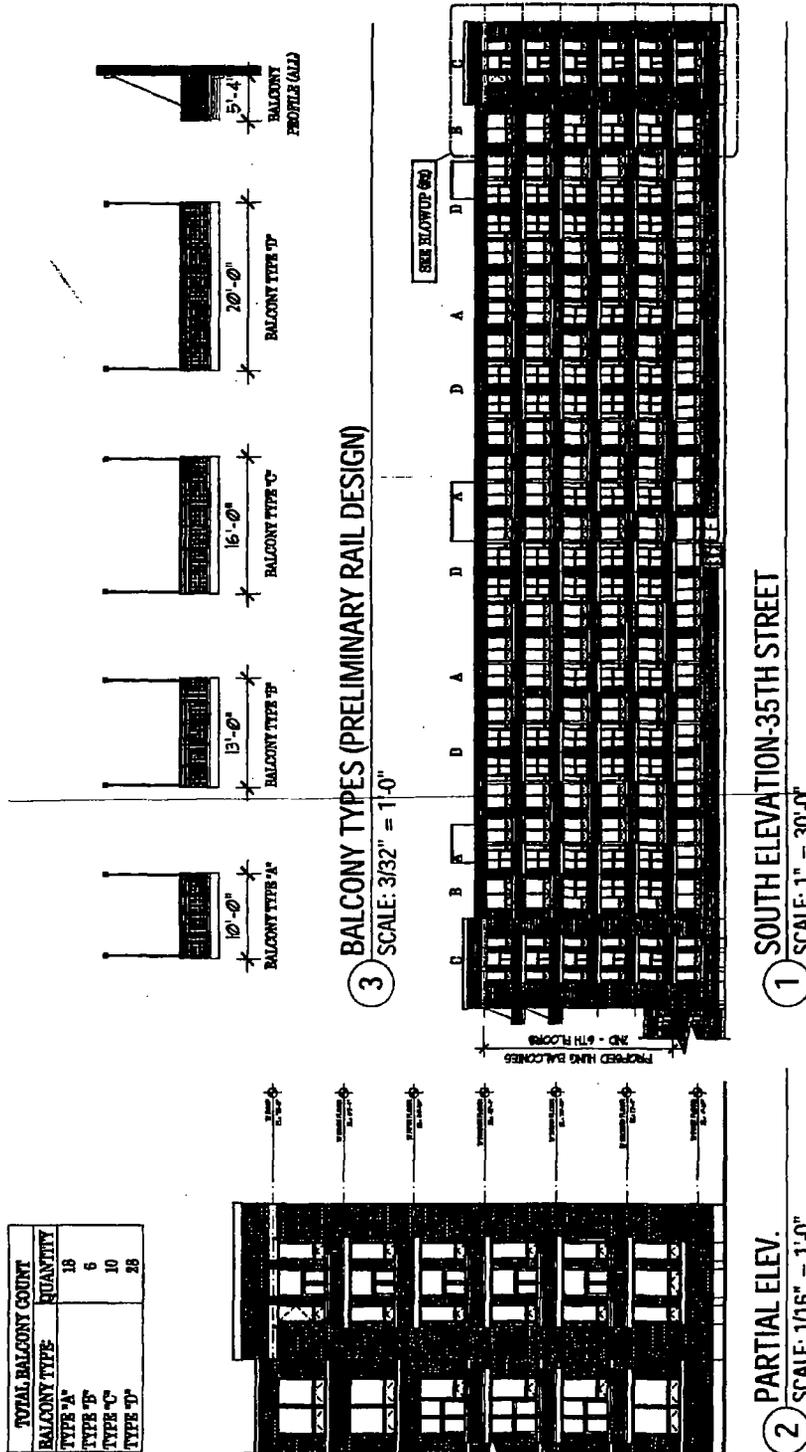
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to 57 West Grand L.L.C., upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) generator on the public right-of-way adjacent to its premises known as 57 West Grand Avenue. Said generator shall be located in the public alley on concrete pad measuring eight (8) feet in length and ten (10) feet in width for a total of eighty (80) square feet and shall be at a height of six (6) feet. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Grantee must allow the required clear and unobstructed space for pedestrian passage at all times per rules and regulations approved by the Department of Transportation. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

(Continued on page 88142)

Ordinance associated with this drawing printed on pages 88139 and 88140 of this *Journal*.



(Continued from page 88140)

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1054179 herein granted the sum of Eight Hundred Thirty-six and no/100 Dollars (\$836.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 88143 of this *Journal*.]

57 West Grand L.L.C.
(Trash Compactor)

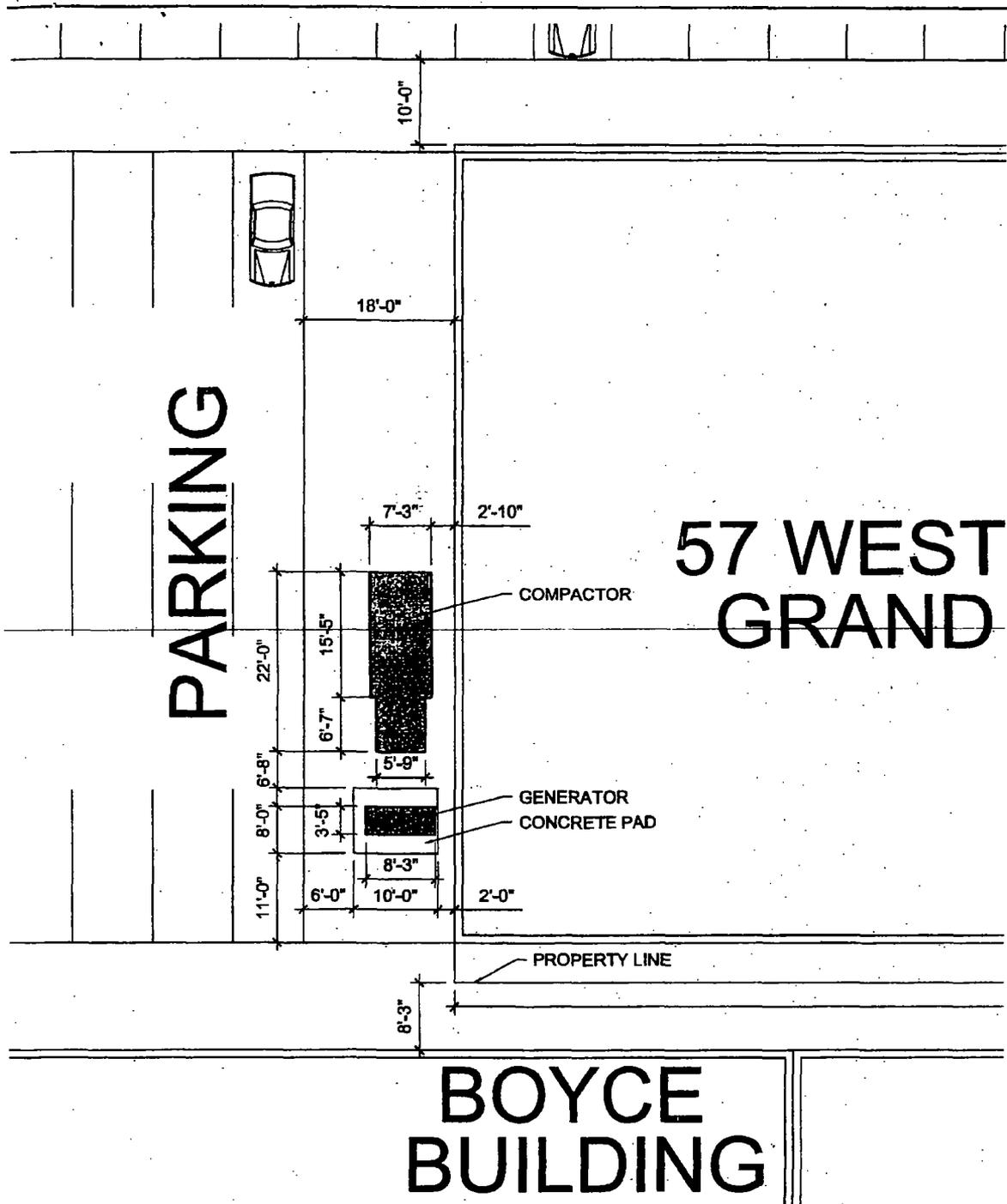
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to 57 West Grand L.L.C., upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) trash compactor on the public right-of-way adjacent to its premises known as 57 West Grand Avenue. Said compactor shall be located in the public alley on a concrete pad measuring twenty-two (22) feet in length and seven (7) feet, three (3) inches in width for a total one hundred fifty-nine and five-tenths (159.5) square feet and shall be at a height of twelve (12) feet. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Grantee must allow the required clear and unobstructed space for pedestrian passage at all times per rules and regulations approved by the Department of Transportation. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

(Continued on page 88144)

Ordinance associated with this drawing printed on pages 88140 and 88142 of this *Journal*.



(Continued from page 88142)

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1054176 herein granted the sum of One Thousand Six Hundred Sixty-six and no/100 Dollars (\$1,666.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 88145 of this *Journal*.]

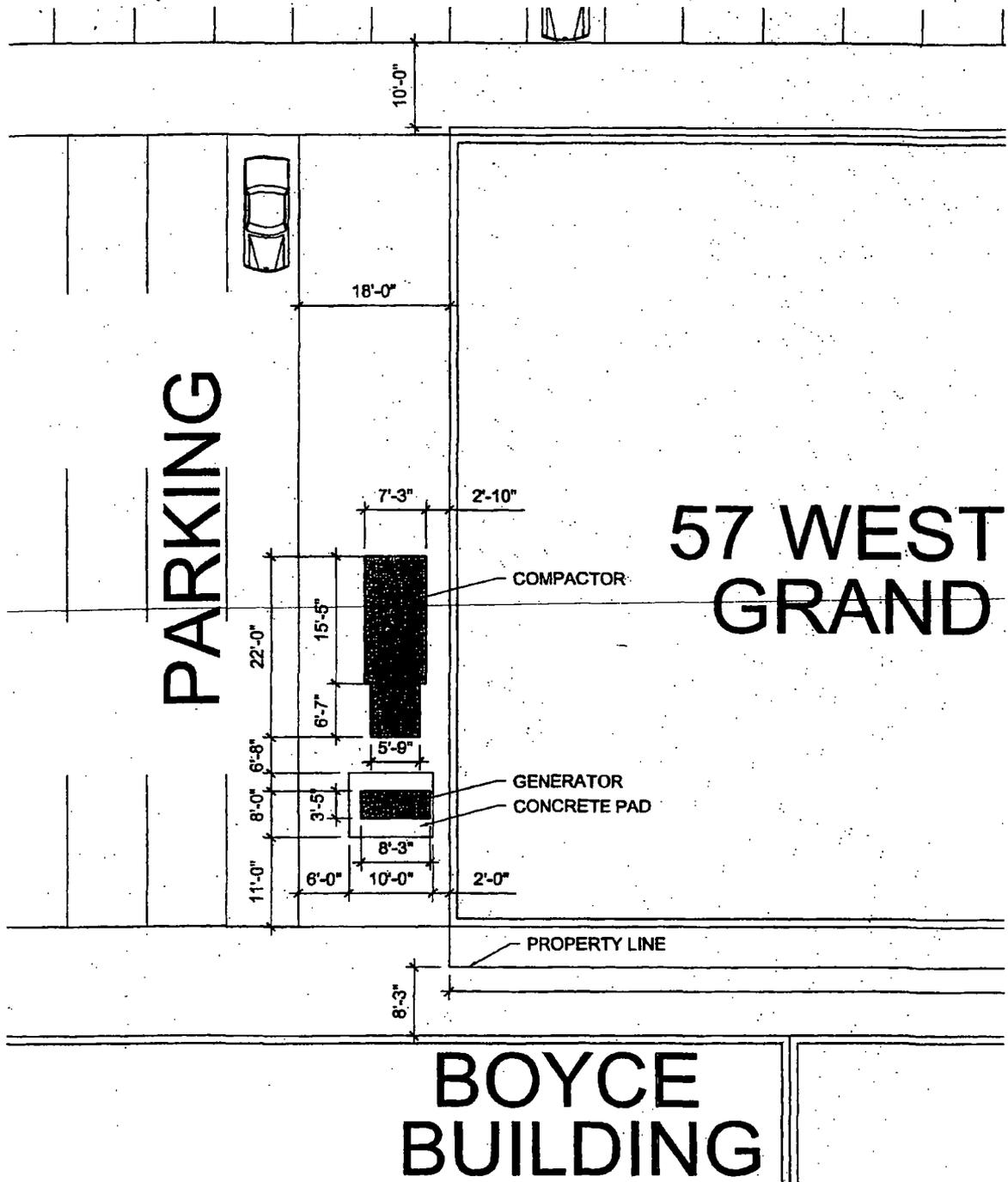
65 East Goethe Condominium Association.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to 65 East Goethe Condominium Association, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now installed, two (2) sections of four (4) foot in height decorative wrought iron fence on the public right-of-way adjacent to its premises known as 65 East Goethe Street. Said fence shall be aligned with the adjacent park fence and will extend from three (3) inches to one (1) foot, two (2) inches over the property line. The length of said decorative fence along East Goethe Street will measure eighty-six (86) feet in length and one (1) to one and one-half (1½) feet in width for a total of approximately one hundred (100) square feet. The length of said decorative fence along North Stone Street will measure seventy-two (72) feet in length and three (3) inches to five (5) inches in width for a total of approximately thirty (30) square feet. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Grantee must allow the required clear and unobstructed space for pedestrian passage at all times per rules and regulations approved by the Department of Transportation. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation, the Office of Emergency Management and Communications and the Department of Planning and Development.

(Continued on page 88146)

Ordinance associated with this drawing printed on pages 88142 and 88144 of this *Journal*.



(Continued from page 88144)

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1053975 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 88147 of this *Journal*.]

73 -- 75 East 16th Condominium.

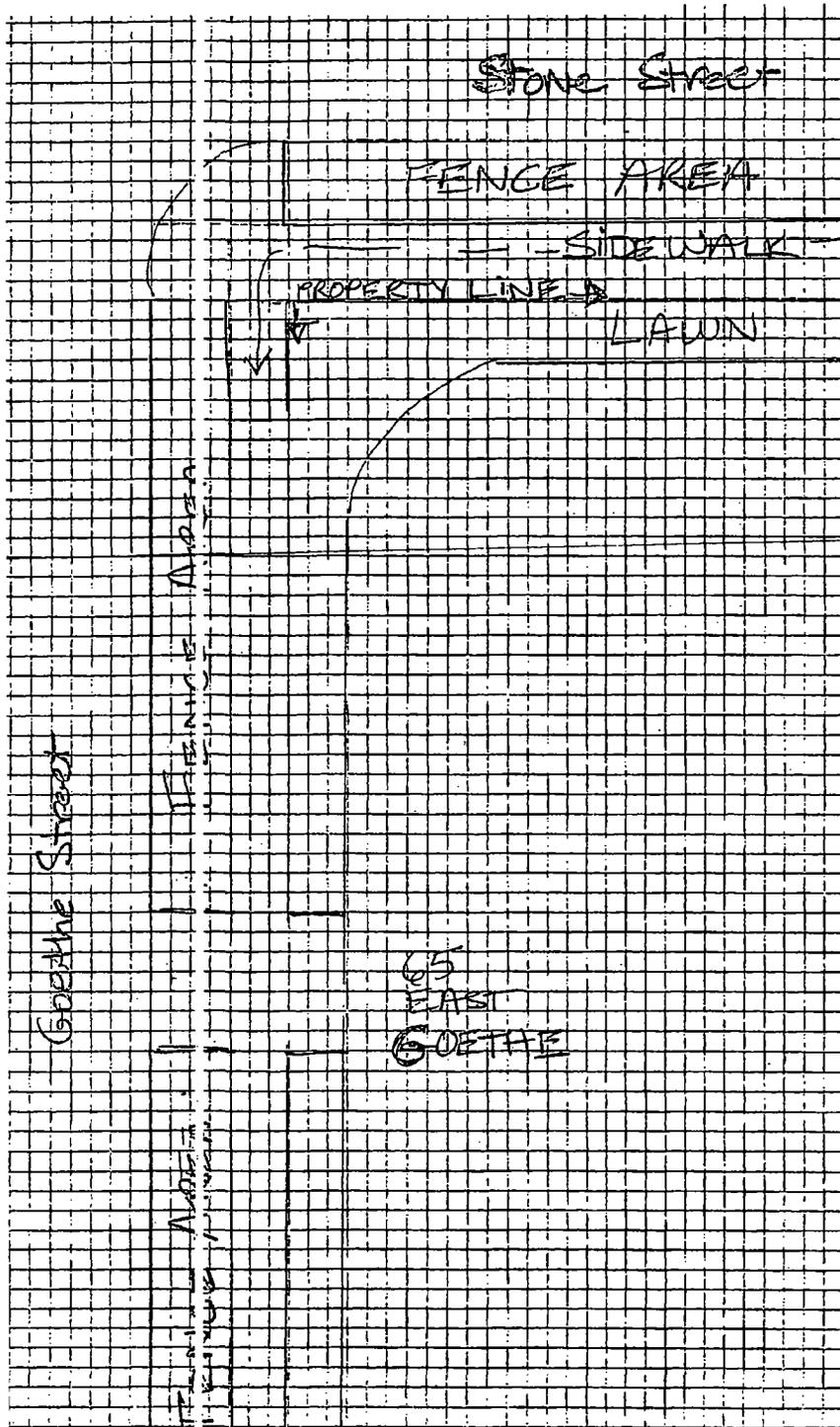
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to 73 -- 75 East 16th Condominium, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, seven (7) bay windows projected over the public right-of-way attached to the premises known as 73 -- 75 East 16th Street. Said bay windows shall measure fourteen (14) feet in length and two (2) feet in width and shall be ten and five-tenths (10.5) feet above grade. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

(Continued on page 88148)

Ordinance associated with this drawing printed on pages 88144 and 88146 of this *Journal*.



(Continued from page 88146)

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1054558 herein granted the sum of Five Hundred Twenty-five and no/100 Dollars (\$525.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after September 28, 2005.

[Drawing referred to in this ordinance printed
on page 88149 of this *Journal*.]

*100 East L.L.C., In Care Of Tower
Real Estate Services, Ltd.*

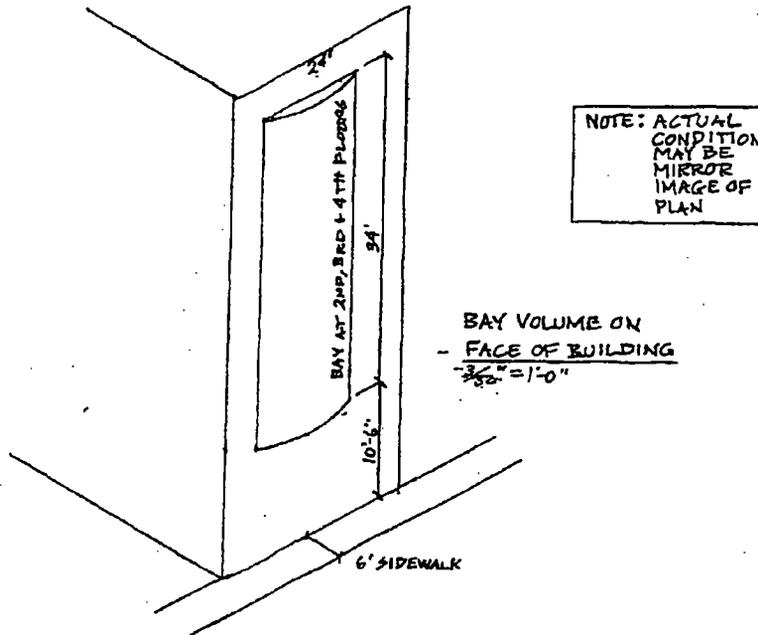
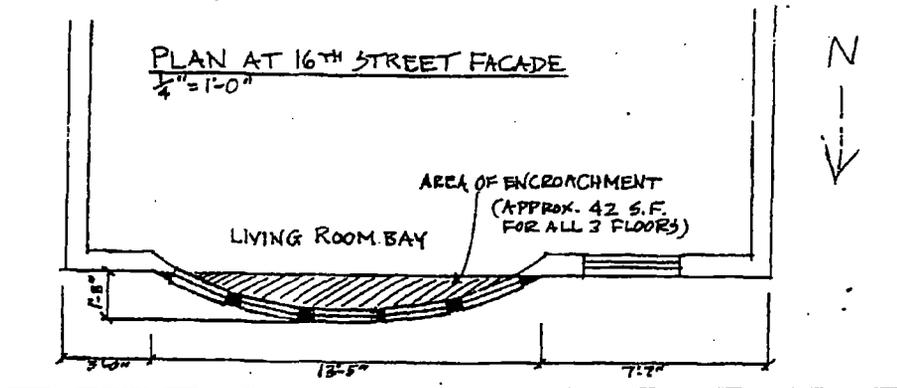
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to 100 East L.L.C., in care of Tower Real Estate Services, Ltd., upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, an existing kiosk on the public right-of-way adjacent to its premises known as 100 East Walton Street. Said kiosk shall measure three (3) feet in circumference and eight (8) feet in height along East Walton Street. Grantee must allow at least nine (9) feet of clear and obstructed space for pedestrian passage at all times. Kiosk has been constructed in accordance with plans and specifications approved by the Department of Transportation. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

(Continued from page 88150)

Ordinance associated with this drawing printed on pages 88146 and 88148 of this *Journal*.



(Continued from page 88148)

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1053185 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after June 17, 2006.

[Drawing referred to in this ordinance printed
on page 88151 of this *Journal*.]

110 East Delaware Condominium Association.
(Planters)

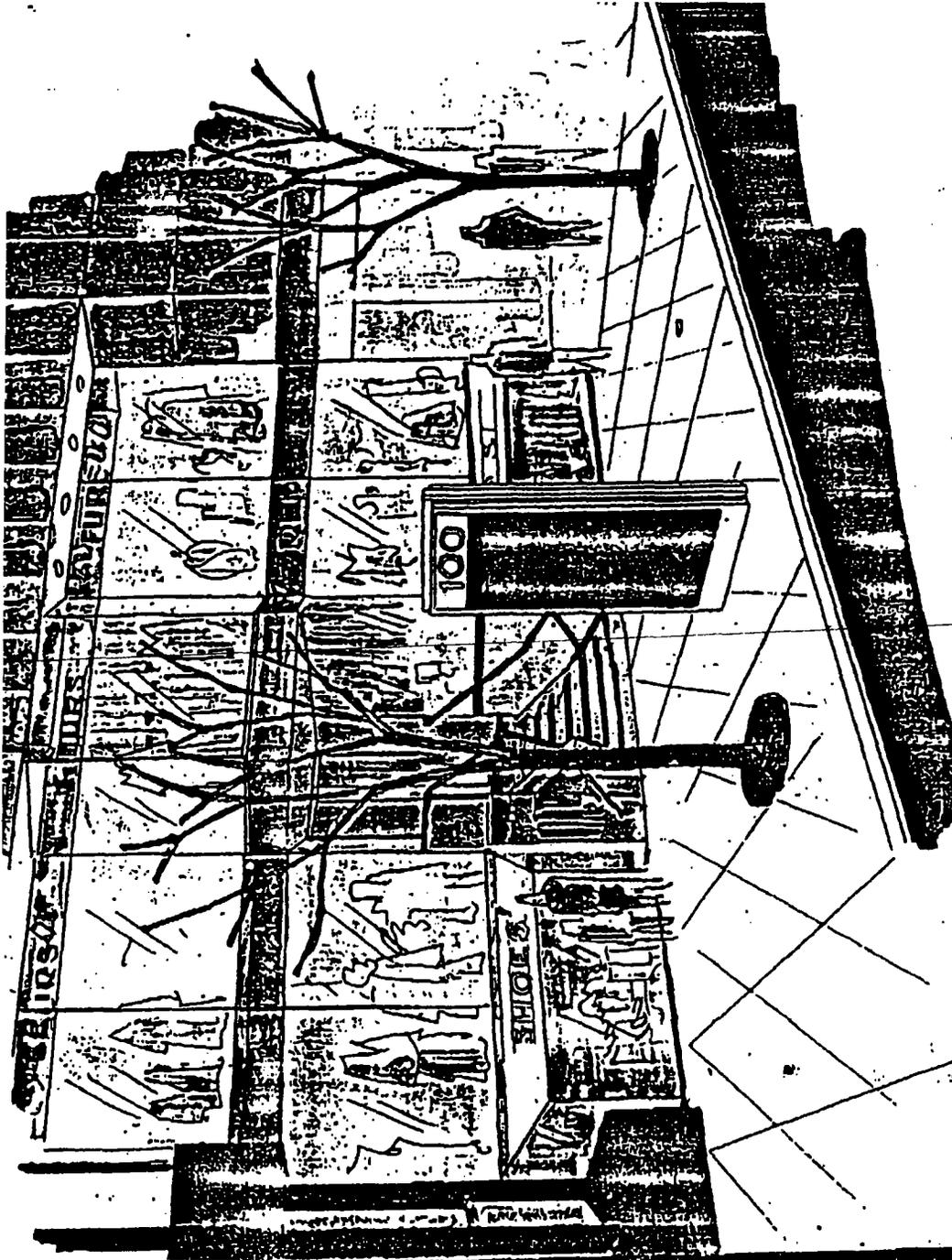
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to 110 East Delaware Condominium Association, upon the terms and subject to the conditions of this ordinance, to maintain and use two (2) planters on the public right-of-way for beautification purposes adjacent to its premises known as 110 East Delaware Place. Said planters shall be fifty-five (55) feet in length and seven and six-tenths (7.6) feet in width for a total of four hundred eighteen (418) square feet. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation, the Department of Planning and Development and the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

(Continued on page 88152)

Ordinance associated with this drawing printed on pages 88148 and 88150 of this *Journal*.



(Continued from page 88150)

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1053946 herein granted the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 88153 of this *Journal*.]

110 East Delaware Condominium Association.
(Structural Projection)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to 110 East Delaware Condominium Association, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, an existing structural projection over the public right-of-way adjacent to its premises known as 110 East Delaware Place. Said structural projection shall be twenty-four (24) feet in length and twenty-one (21) feet in width for a total of five hundred four (504) square feet. Structural projection shall be located along East Delaware Place approximately eleven (11) feet above grade level. Structural projection has been constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1055240 herein granted the sum of One Thousand Five Hundred Forty-eight and no/100 Dollars (\$1,548.00) per annum, in advance.

(Continued on page 88154)

(Continued from page 88152)

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after March 29, 2006.

[Drawing referred to in this ordinance printed
on page 88155 of this *Journal*.]

247 East Chestnut Condominium Association.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to 247 East Chestnut Condominium Association, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) structural projection over the public right-of-way attached to its premises known as 247 East Chestnut Street. Said structural projection shall measure eight and two-tenths (8.2) feet in width and thirty and three-tenths (30.3) feet in depth for a total of two hundred forty-eight and forty-six hundredths (248.46) square feet and shall be seven and six-tenths (7.6) feet above grade. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation, the Office of Emergency Management and Communications and the Department of Planning and Development.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1054228 herein granted the sum of Five Hundred Nine and no/100 Dollars (\$509.00) per annum, in advance.

(Continued on page 88156)

Ordinance associated with this drawing printed
on pages 88152 and 88154 of this *Journal*.



(Continued from page 88154)

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after November 14, 2004.

[Drawing referred to in this ordinance printed
on page 88157 of this *Journal*.]

930 North Rush Street L.L.C.
(Bay Windows)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to 930 North Rush Street L.L.C., upon the terms and subject to the conditions of this ordinance, to maintain and use four (4) bay windows projecting over the public right-of-way attached to its premises known as 930 North Rush Street. Said bay windows shall measure two (2) at seventeen (17) feet in length, three (3) feet in width and thirty (30) feet, six (6) inches in height located along East Walton Street, one (1) at twelve (12) feet in length, three (3) feet in width and thirty (30) feet, six (6) inches in height located along East Walton Street and one (1) at twelve (12) feet in length, three (3) feet in width and thirty (30) feet, six (6) inches in height located along North Rush Street. Said bay windows are approximately twenty-three (23) feet above the public sidewalk. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

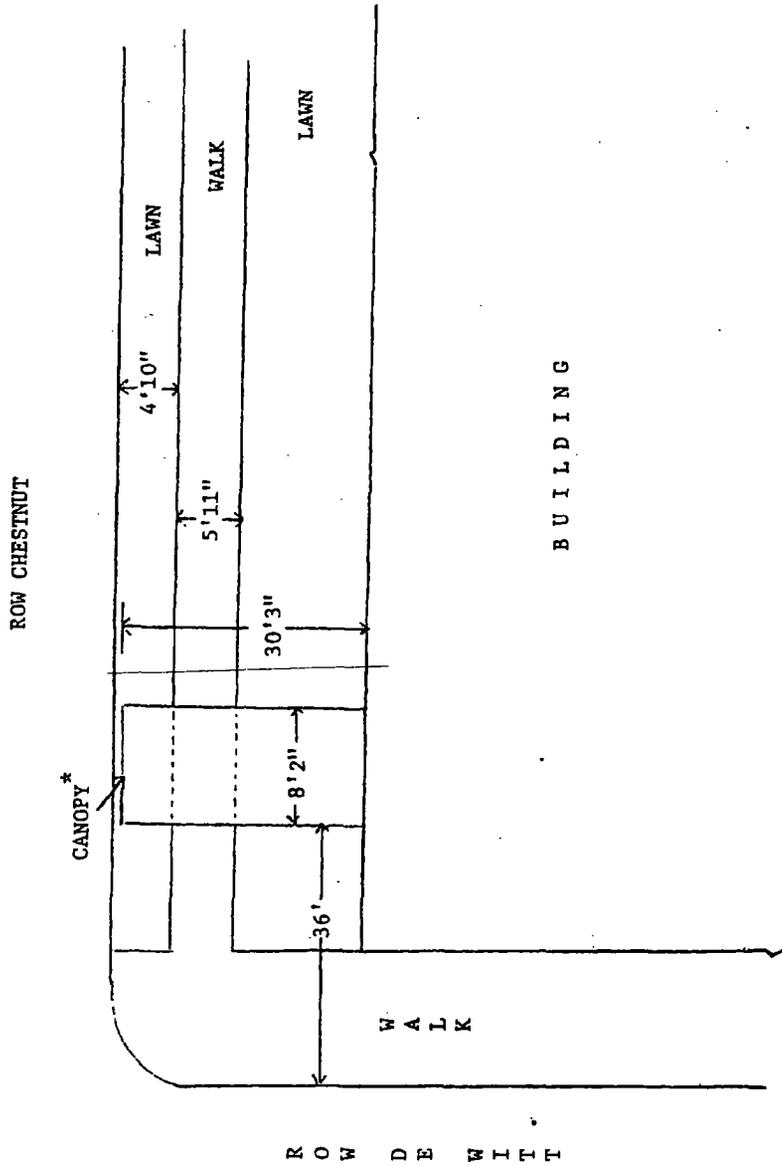
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1054410 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

(Continued on page 88158)

Ordinance associated with this drawing printed on pages 88154 and 88156 of this *Journal*.

247 E. CHESTNUT

*CANOPY - Note height of top. Minimum clearance 7'6"



BUILDING

ROW DEWITT

(Continued from page 88156)

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 88159 of this *Journal*.]

930 North *Rush Street L.L.C.*
(Staircases)

Be It Ordained by the City Council of the City of Chicago:

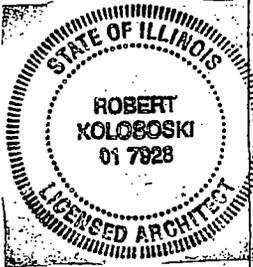
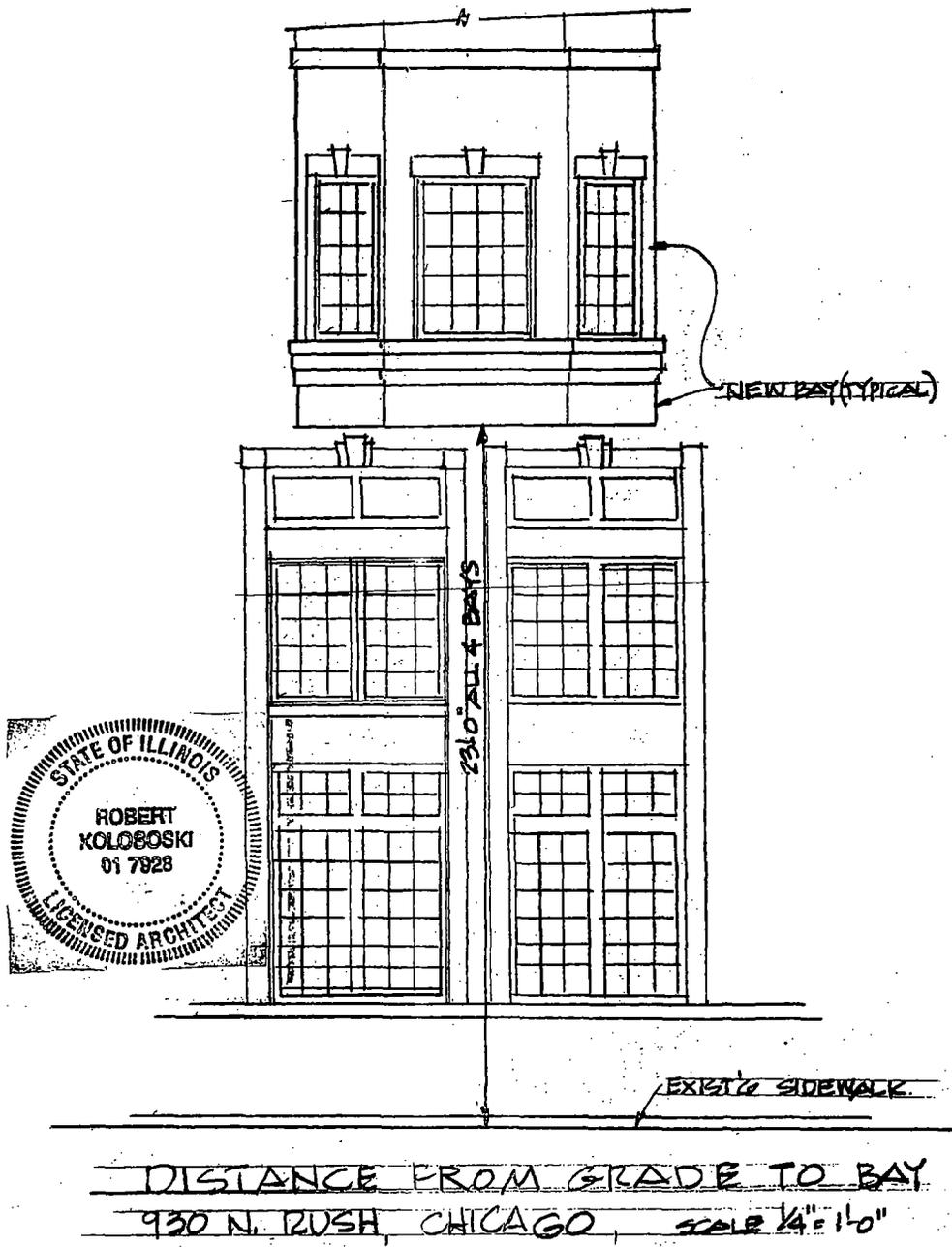
SECTION 1. Permission and authority are hereby given and granted to 930 North Rush Street L.L.C., upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) staircases on the public right-of-way adjacent to its premises known as 930 North Rush Street. Said staircase shall measure one (1) at eight (8) feet in length, three (3) feet in width and four (4) feet in height and one (1) at eighteen (18) feet in length, four (4) feet in width and three (3) feet, six (6) inches in height. Said staircases shall be located along East Walton Street and used to access existing building. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1054411 herein granted the sum of One Hundred Fifty and no/100 Dollars (\$150.00) per annum, in advance.

(Continued on page 88160)

Ordinance associated with this drawing printed
on pages 88156 and 88158 of this *Journal*.



(Continued from page 88158)

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 88161 of this *Journal*.]

1324 Webster, Inc.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to 1324 Webster, Inc., upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use two (2) roof overhangs over the public right-of-way adjacent to its premises known as 1324 West Webster Avenue. Said roof overhangs shall each measure twenty-five and eight-tenths (25.8) feet in length and eight and one-tenth (8.1) feet in width. Roof overhangs shall be located on a three (3) story building projecting out over the public way along North Wayne Street. Roof overhangs shall be constructed in accordance with plans and specifications approved by the Department of Transportation. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

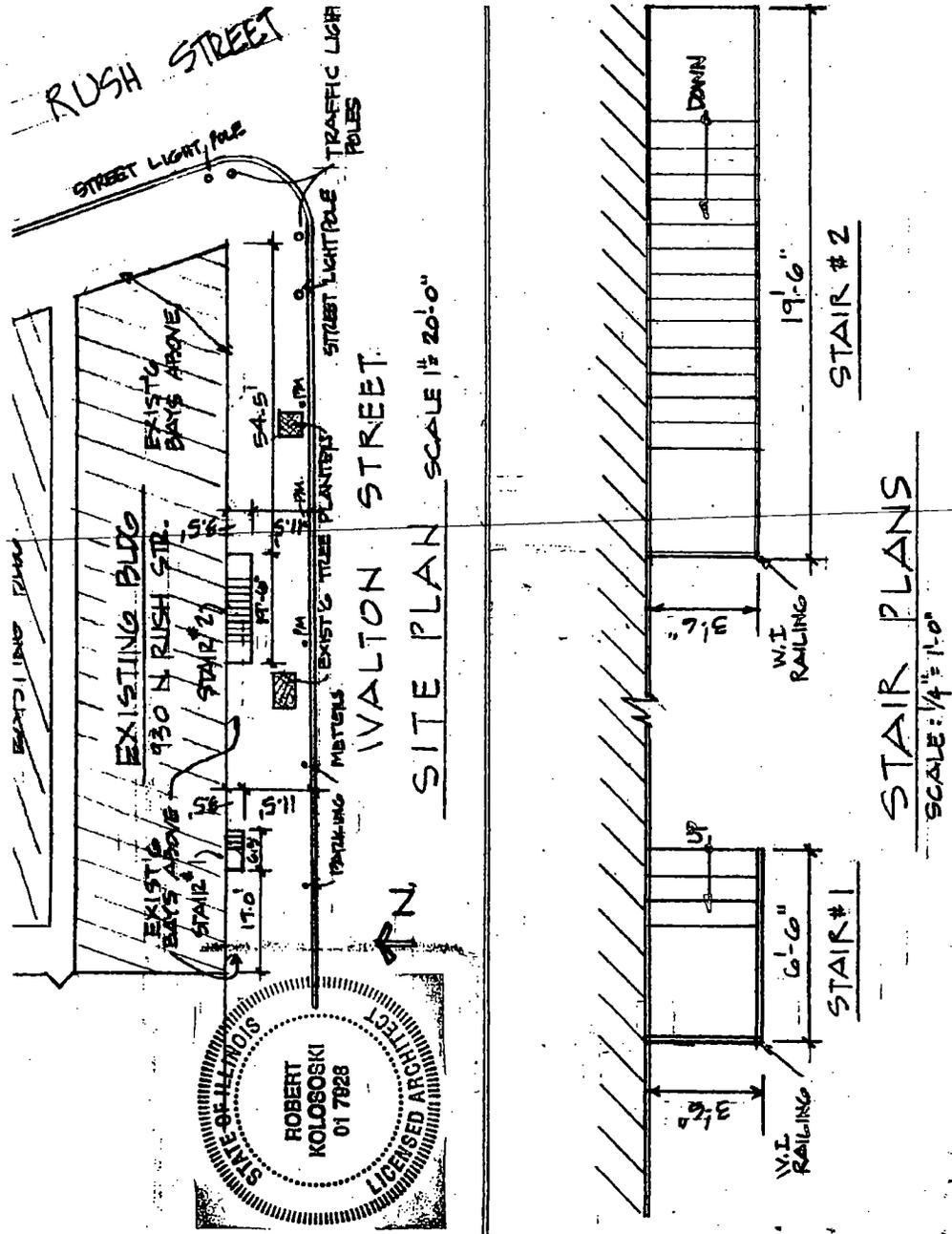
This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1053049 herein granted the sum of Eight Hundred and no/100 Dollars (\$800.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

(Continued on page 88162)

Ordinance associated with this drawing printed on pages 88158 and 88160 of this Journal.



(Continued from page 88160)

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 88163 of this *Journal*.]

1528 -- 1532 North Paulina Condominium Association.
(Bay Window)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to 1528 -- 1532 North Paulina Condominium Association, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) bay window projecting over the public right-of-way adjacent to its premises known as 1528 North Paulina Street. Said bay window shall measure eleven and one-tenth (11.1) feet in length and two and three-tenths (2.3) feet in width. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1054526 herein granted the sum of Seventy-five and no/100 Dollars (\$75.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after June 27, 2006.

[Drawing referred to in this ordinance printed
on page 88164 of this *Journal*.]

Ordinance associated with this drawing printed on pages 88160 and 88162 of this Journal.

ENERGY CONSERVATION CODE COMPLIANCE STATEMENT

I CERTIFY THAT I AM A REGISTERED ENERGY PROFESSIONAL (REP). I ALSO CERTIFY TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF THAT THE ATTACHED PLANS FOR 1324 W. WEBSTER AVE. FULLY COMPLY WITH THE REQUIREMENTS OF CHAPTER 18-115 ENERGY CONSERVATION, OF THE MUNICIPAL CODE OF CHICAGO, EXCEPT 18-115-301.

SIGNED: _____ DATE: _____
(ARCH) ILLINOIS LICENSE NUMBER: 001-010137

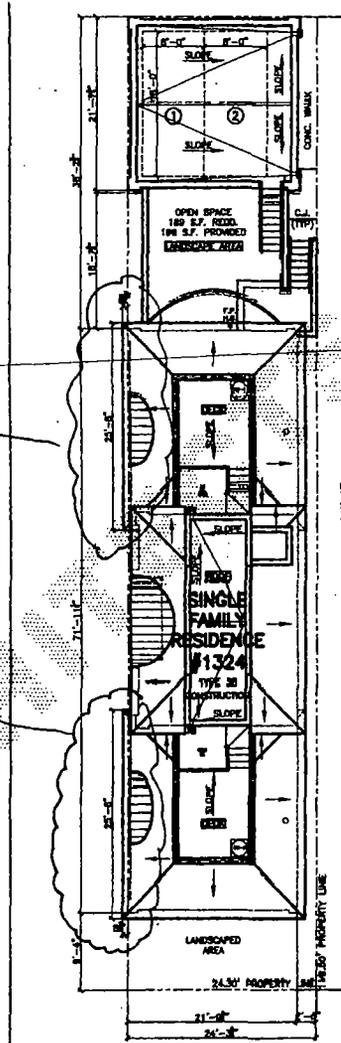
ZONING DATA	
LOT AREA	38897' x 118.50' = 2,903.85 SQ.FT.
F.A.R.	1.2
MAXIMUM BUILDING FLOOR AREA	3,484.62 SQ.FT.
BUILDING SQUARE FOOTAGE:	
FIRST FLOOR	1,487.98 SQ.FT.
SECOND FLOOR	1,487.98 SQ.FT.
THIRD FLOOR	507.61 SQ.FT.
TOTAL	3,483.53 SQ.FT.



(312) 750-1800.
188 W. RANDOLPH
CHICAGO, ILLINOIS 60601
FAX (312) 750-1801
PROFESSIONAL DESIGN FIRM
ARCHITECT CORPORATION
LICENSE NUMBER 194-001485

- (3) 2x8 TOP PLATE
- (2) 2x12 WOOD HEADER
- WOOD TRIM
- FRESH FLOOR AS SELECTED BY OWNER
- 3/4" TAG GLUE & WAL. PLYWOOD
- 2ND FLOOR
- 1/2" TRUSS
- 12" WD TRUSSES @ 18" O.C. (TYP) UNO
- 5/8" GYP. BOARD CLNG.
- (4)2x8 TOP PLATE
- FRESH FLOOR AS SELECTED BY OWNER
- 3/4" TAG GLUE & WAL. PLYWOOD
- 2ND FLOOR
- 1/2" TRUSS
- 12" WD TRUSSES @ 18" O.C. (TYP) UNO
- 5/8" GYP. BOARD CLNG.
- (4)2x8 TOP PLATE
- (2) 2x8 TOP PLATE
- WOOD SILL AND TRIM
- 5/8" GYP. WALL BOARD
- 2x4's @ 18" O.C. W/ 3 1/2" BATT INSUL.
- 12" WD TRUSSES @ 18" O.C. (TYP) UNO
- 1ST FLOOR
- 1/2" TRUSS
- (4)2x8 TOP PLATE
- 2x6 PRESSURE TREATED PLATE W/ 1 1/2" x 1 1/2" x 1 1/2" PLYWOOD ANCHOR BOLTS @ 48" O.C. 2 PER SQ. YD.
- TYPICAL BEMENT FLOOR
- 3/4" WOODWOOD FLOOR FINISH
- 3/4" TAG GLUE & WAL. PLYWOOD
- 2x6's PRESSURE TREATED SLEEPERS @ 18" O.C. W/ 1 1/2" x 1 1/2" x 1 1/2" WOLLYWOOL LAGGER W/

Overhang Roof

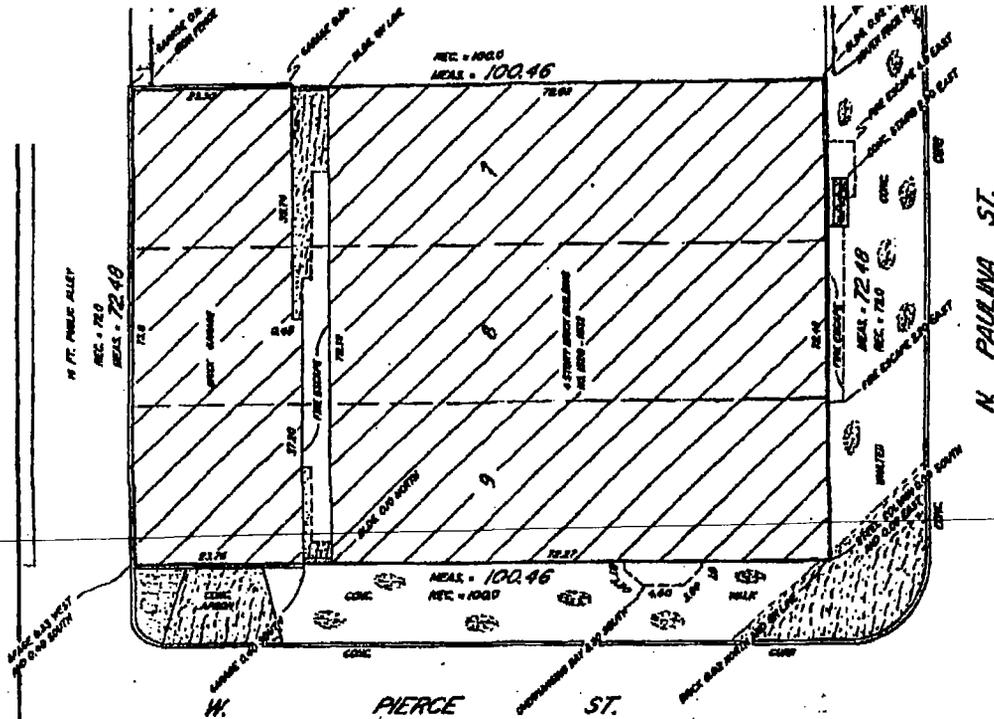


WARNING: This plan is protected under Copyright Law. Original paper drawing on 20 at the architect's office can be reproduced with the architect's permission, only. If anyone wishes to copy this plan, contact John Kim (312) 750-1800.

ISSUED FOR REVIEW _____
ISSUED FOR REVIEW 18 APR 2006
ISSUED FOR PERMIT _____
ISSUED FOR BID _____
ISSUED FOR CONTRACT _____

PROJECT NAME & ADDRESS
1324 W. WEBSTER
SINGLE FAMILY
RESIDENCE
CHICAGO, ILLINOIS

Ordinance associated with this drawing printed on page 88162 of this *Journal*.



NOTE:
 Dimensions are not to be assumed or scaled.
 The legal description noted on this plat is a copy of the order and the necessary BEARS to comply with Board. For building restrictions refer to your Abstract, Deed or Contract.
 Compare distances between points before building and correct any discrepancy to the other boundary.

State of Illinois)
 County of Cook)

JENNIFER BOE PROFESSIONAL LAND SURVEYOR, P.C. does hereby certify that a survey has been made under the direction, by an Illinois Professional Land Surveyor of the property described herein and that the plan hereon drawn is a correct representation of said survey.

Chicago, Illinois North of the 6th day of APRIL 20 01

JENNIFER BOE PROFESSIONAL LAND SURVEYOR, P.C.

DONIPPE S. HAZEN (FRESHWATER)
 ILLINOIS PROFESSIONAL LAND SURVEYOR No. 2299



*1528 -- 1532 North Paulina Condominium Association.
(Fire Escape)*

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to 1528 -- 1532 North Paulina Condominium Association, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) fire escape projecting over public right-of-way attached to its premises known as 1528--1532 North Paulina Street. Said fire escape shall measure thirty-two (32) feet in width, sixteen (16) feet in height, three (3) feet in depth and fifteen (15) feet above grade. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

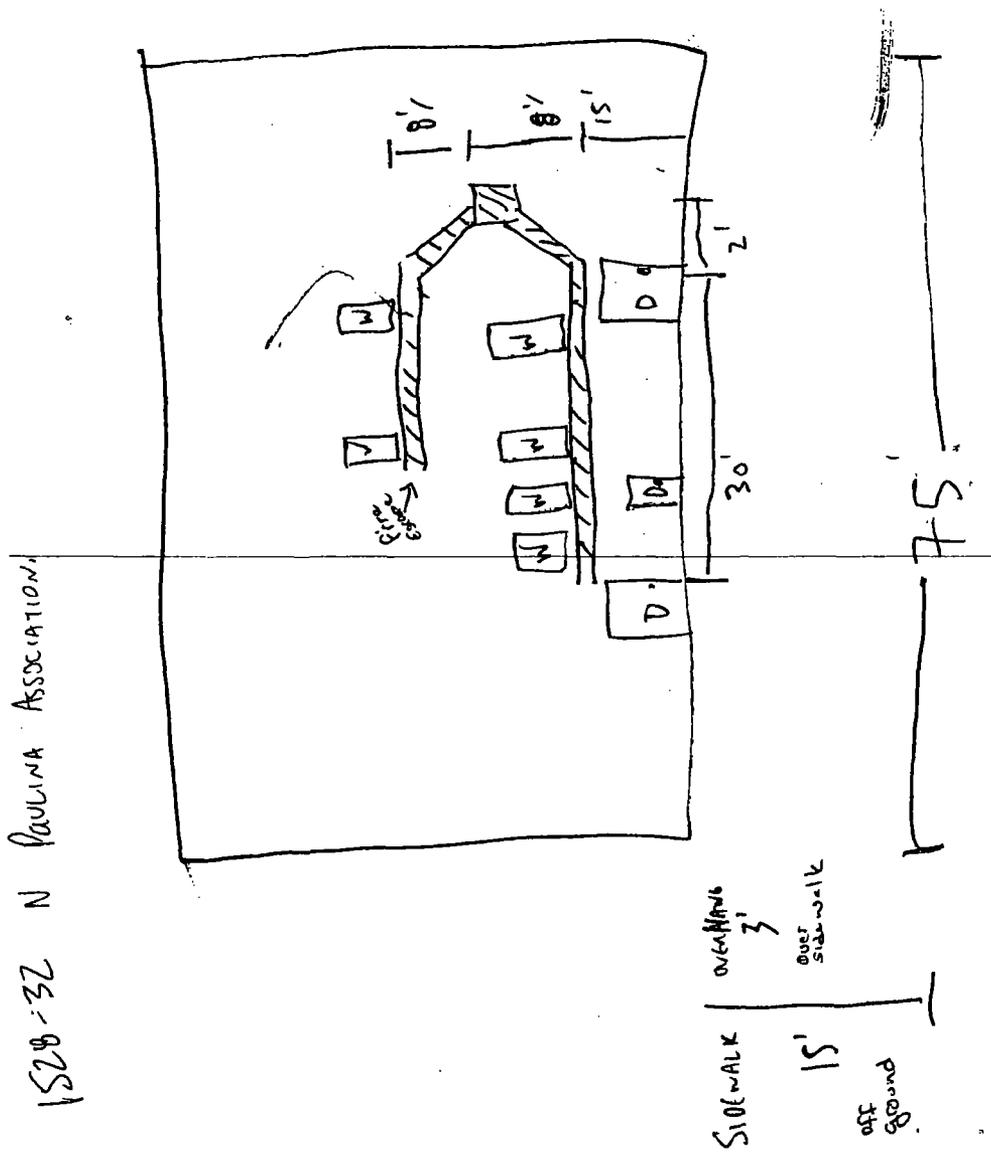
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1054525 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after June 27, 2006.

[Drawing referred to in this ordinance printed
on page 88166 of this *Journal*.]

Ordinance associated with this drawing printed
on page 88165 of this *Journal*.



1923 Lincoln Park West L.L.C.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to 1923 Lincoln Park West L.L.C., upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) brick facade on the public right-of-way adjacent to its premises known as 1925 North Lincoln Avenue. Said brick facade shall be located along North Lincoln Avenue measuring forty and sixty-six hundredths (40.66) feet in length, four (4) inches in depth and thirty-two and eighty-three hundredths (32.83) feet in height. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation, the Office of Emergency Management and Communications and the Department of Planning and Development.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

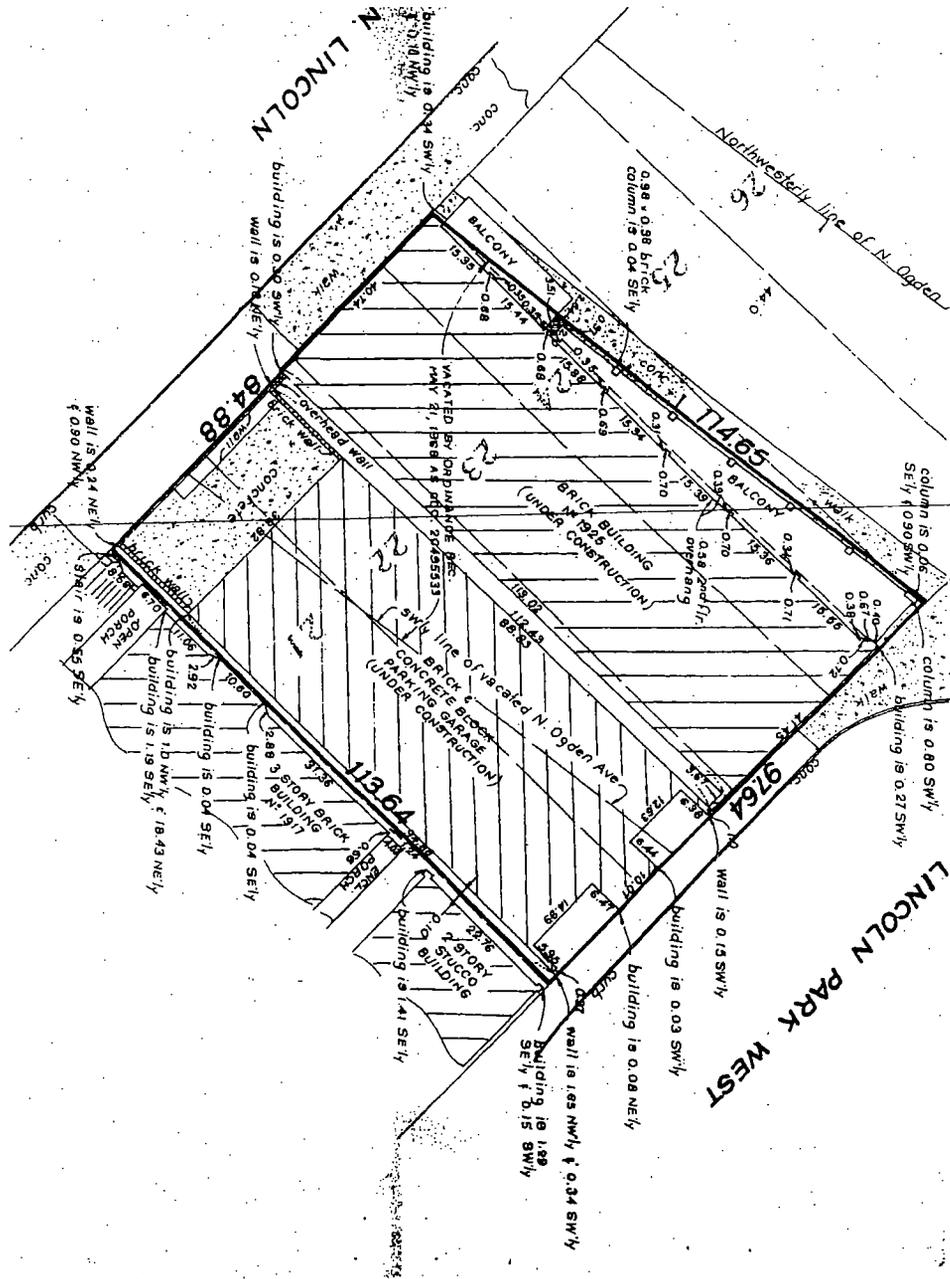
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1054208 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 88168 of this *Journal*.]

Ordinance associated with this drawing printed on page 88167 of this Journal.



2016 Iowa L.L.C.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to 2016 Iowa L.L.C., upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use two (2) balconies projecting over the public right-of-way attached to its premises known as 4735 -- 4737 North Damen Avenue. Said balconies each shall measure eleven and six-tenths (11.6) feet in length, five (5) feet in width and shall project one and six-tenths (1.6) feet over the public way. Said balconies shall be located along North Damen Avenue and overhang the second (2nd) floor level at twelve (12) feet above grade and overhang the third (3rd) floor level at twenty-three (23) feet above grade. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation, the Office of Emergency Management and Communications and the Department of Planning and Development.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1054151 herein granted the sum of One Hundred Fifty and no/100 Dollars (\$150.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 88170 of this *Journal*.]

2053 -- 2055 North Sheffield, L.L.C.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to 2053 -- 2055 North Sheffield L.L.C., upon the terms and subject to the conditions of this ordinance, to maintain and use an existing bay window projecting over the public right-of-way adjacent to its premises known as 2053 -- 2055 North Sheffield Avenue. Said bay window starts at the second (2nd) story and extend to the fourth (4th) story of the building. Bay window shall measure sixteen (16) feet in length and three (3) feet, two (2) inches in width. Bay window has been constructed in accordance with plans and specifications approved by the Department of Transportation. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1053152 herein granted the sum of Seventy-five and no/100 Dollars (\$75.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 88172 of this *Journal*.]

Ordinance associated with this drawing printed
on page 88171 of this *Journal*.



2143 West Wellington Condominium Association.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to 2143 West Wellington Condominium Association, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, eighteen (18) balconies projecting over the public right-of-way attached to its premises known as 2143 West Wellington Avenue. Said balconies shall measure nine (9) at ten (10) feet in length, three and two-tenths (3.2) feet in width and fifteen and two-tenths (15.2) feet above grade located along North Clybourn Avenue and nine (9) at ten (10) feet in length, three and five-tenths (3.5) feet in width and fifteen and two-tenths (15.2) feet above grade located along West Wellington Avenue. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation, the Office of Emergency Management and Communications and the Department of Planning and Development.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

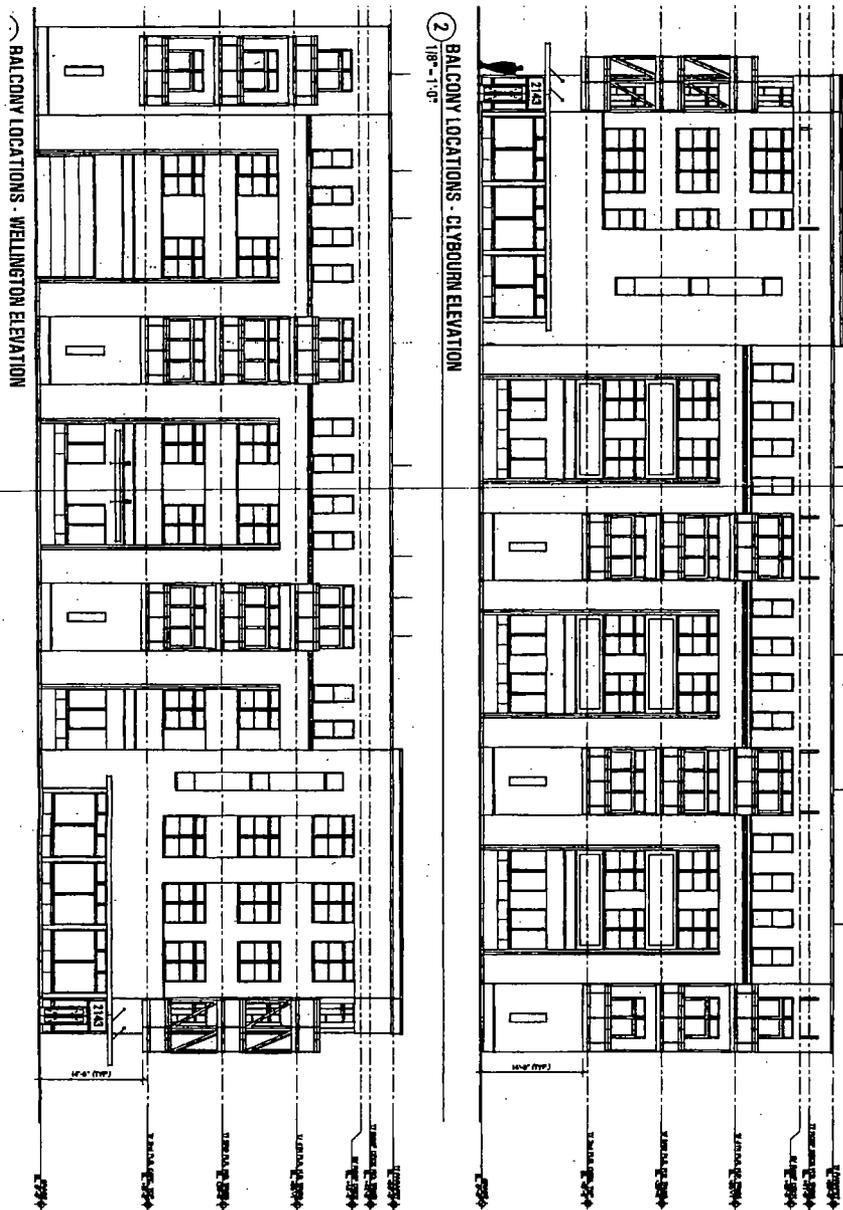
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1054575 herein granted the sum of One Thousand Three Hundred Fifty and no/100 Dollars (\$1,350.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 88174 of this *Journal*.]

Ordinance associated with this drawing printed
on page 88173 of this *Journal*.



2150 I Corporation.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to 2150 I Corporation, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) roof overhang projecting over the public right-of-way attached to its premises known as 2130 West North Avenue. Said roof overhang shall measure seven and fifteen-hundredths (7.15) feet in length and one (1) foot in width. Encroaching area is three and fifty-four hundredths (3.54) total square feet. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation, the Office of Emergency Management and Communications and the Department of Planning and Development.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

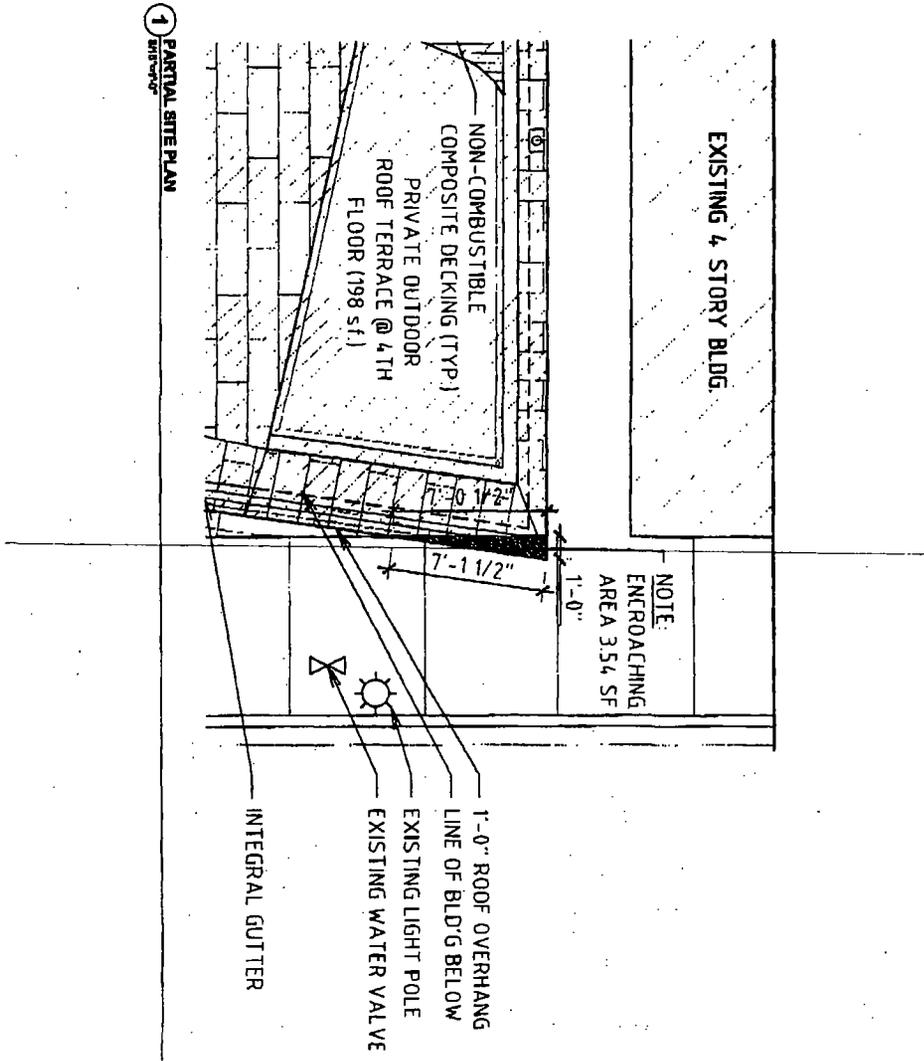
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1053450 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 88176 of this *Journal*.]

Ordinance associated with this drawing printed on page 88175 of this *Journal*.



2130 W NORTH AVE.
CHICAGO, IL

na norman architects, inc.

drawing	date	sketch #
SITE PLAN	05.20.06	
	0000	01B
1134 n. ashmun/84 ave. chicago, il 60622 c: 773/262/8448 f: 773/262/8447		AS NOTED

2338 West Morse L.L.C.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to 2338 West Morse L.L.C., upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use six (6) balconies projecting over the public right-of-way attached to its premises known as 2338 West Morse Avenue. Said balconies shall be along North Western Avenue in two (2) tiers overhanging floors two (2) through four (4). Said balconies shall measure three (3) at thirteen (13) feet, two (2) inches in length and four (4) feet, ten (10) inches in width and three (3) at thirteen (13) feet, four (4) inches in length and four (4) feet, ten (10) inches in width. Said balconies shall project over the public way beginning at the second (2nd) floor level at a height from grade of twelve (12) feet, four (4) inches. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation, the Office of Emergency Management and Communications and the Department of Planning and Development.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1054529 herein granted the sum of Four Hundred Fifty and no/100 Dollars (\$450.00) per annum, in advance.

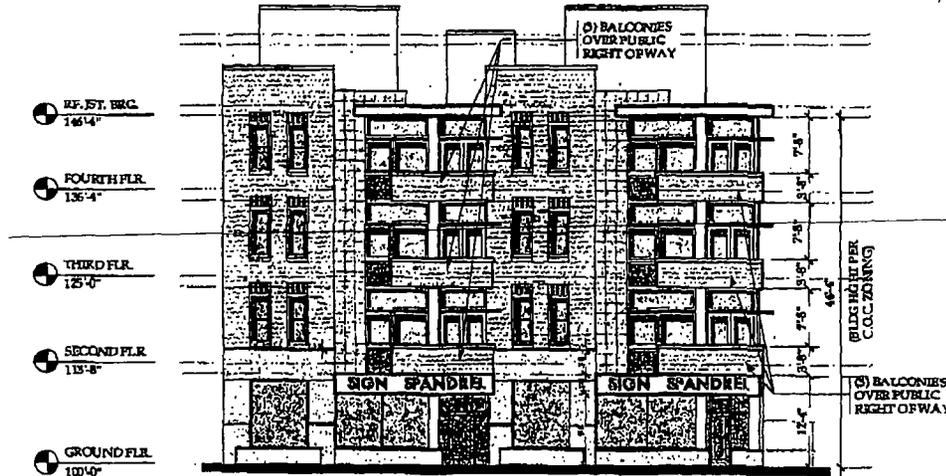
A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 88178 of this *Journal*.]

Ordinance associated with this drawing printed on page 88177 of this Journal

ARCHITECTS



PROPOSED ELEVATION : WESTERN AVE.
SCALE: 1/16" = 1'-0"

PUBLIC RIGHT OF WAY
2338 W. MORSE AVE. • CHICAGO • ILLINOIS

FFA#060208
JULY 24, 2006
1772 WEST CRAWFORD AVENUE
CHICAGO, ILLINOIS

3259 North Hoyne L.L.C.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to 3259 North Hoyne L.L.C., upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) stairs on the public right-of-way attached to its premises known as 3259 North Hoyne Avenue. Said stairs shall measure one (1) at three (3) feet in length, one (1) foot in width and eight (8) inches in height located along North Hoyne Avenue and one (1) at four (4) feet in length, twenty (20) inches in width and sixteen (16) inches in height located along West School Street. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

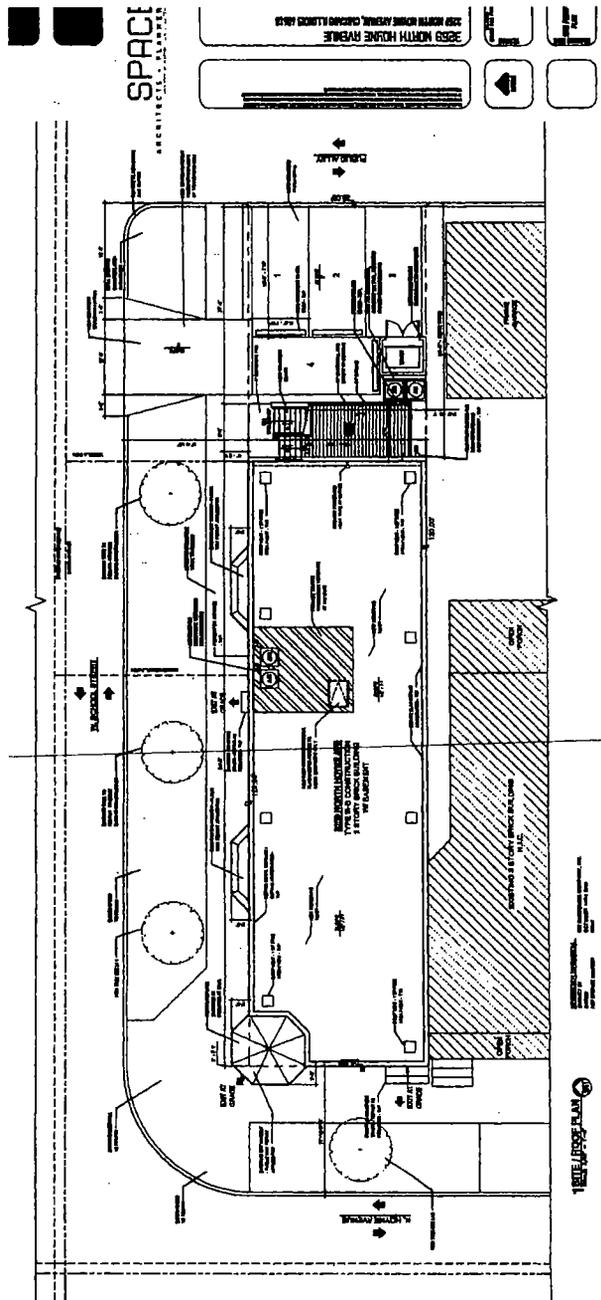
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1053467 herein granted the sum of One Hundred Fifty and no/100 Dollars (\$150.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 88180 of this *Journal*.]

Ordinance associated with this drawing printed on page 88179 of this *Journal*.



AUTHORIZATION FOR ISSUANCE OF PERMITS TO
VARIOUS APPLICANTS FOR INSTALLATION,
MAINTENANCE AND USE OF CANOPIES.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, October 3, 2006.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* the proposed orders transmitted herewith to authorize the issuance of permits to various applicants for the installation, maintenance and use of canopies. These orders were referred to the Committee on September 13, 2006.

This recommendation was concurred in unanimously by a viva voce vote of the members of the Committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS R. ALLEN,
Chairman.

On motion of Alderman Allen, the said proposed orders transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schuler, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Said orders, as passed, read as follows (the italic heading in each case not being a part of the order):

Alamo's Jewelry: Canopy.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Alamo's Jewelry ("Permittee") to maintain and use one (1) canopy over the public way attached to the structure located at 1310 West 18th Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed fifteen and four-tenths (15.4) feet in length and two and four-tenths (2.4) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1054607 the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Al Anwar Food Market: Canopy.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Al Anwar Food Market ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 3103 West 63rd Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twenty-five (25) feet in length and one foot (1) foot in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1053291 the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

All American Nursing Home: Canopies.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to All American Nursing Home ("Permittee") to

maintain and use three (3) canopies over the public way attached to the structure located at 5448 North Broadway for a period of three (3) years from and after July 29, 2006 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed two (2) at twenty-five (25) feet in length and two (2) feet in width and one (1) at eight and seventy-five hundredths (8.75) feet in length and two (2) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1054548 the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Alma's Unisex: Canopy.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Alma's Unisex ("Permittee") to maintain and

use one (1) canopy over the public way attached to the structure located at 1704 West Cermak Road for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed seventeen and six-tenths (17.6) feet in length and two and eight-tenths (2.8) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1054466 the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Ameila's Authentic Mexican Cuisine: Canopies.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Ameila's Authentic Mexican Cuisine ("Permittee") to maintain and use six (6) canopies over the public way attached to

the structure located at 4559 South Halsted Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed one (1) at twenty (20) feet in length and two (2) feet in width, one (1) at twelve (12) feet in length and two (2) feet in width and four (4) at four (4) feet in length and two (2) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1054585 the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Amour Full Service Salon Inc.: Canopy.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Amour full Service Salon Inc. ("Permittee")

to maintain and use one (1) canopy over the public way attached to the structure located at 648 -- 650 East 43rd Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twenty-six (26) feet in length and two (2) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1054621 the sum of Fifty-one and no/100 Dollars (\$51.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Aqua Azul Inc.: Canopy.

It Is Hereby Ordered. That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Aqua Azul Inc. ("Permittee") to maintain and use one (1) canopy over the public way attached to the structure located at 1632

West 47th Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twenty-four and eight-tenths (24.8) feet in length and two (2) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1054293 the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Aroy Thai Restaurant: Canopy.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Aroy Thai Restaurant ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 4654 North Damen Avenue for a period of three (3) years from

and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twenty-seven and four-tenths (27.4) feet in length and two (2) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1054978 the sum of Fifty-two and 40/100 Dollars (\$52.40) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Ashland Developer Group: Canopies.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Ashland Developer Group ("Permittee") to construct, maintain and use twenty-three (23) canopies over the public way attached to the structure located at 100 -- 132 South Ashland Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances

of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed fourteen (14) at eighteen and nine-tenths (18.9) feet in length and three (3) feet in width, seven (7) at fifteen and two-tenths (15.2) feet in length and three (3) feet in width and two (2) at seventeen and six-tenths (17.6) feet in length and three (3) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1054434 the sum of One Thousand One Hundred Fifty and no/100 Dollars (\$1,150.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

@ Properties: Canopy.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to @ Properties ("Permittee") to maintain and use one (1) canopy over the public way attached to the structure located at 1586 North Clybourn

Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twenty-five and five-tenths (25.5) feet in length and three (3) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1054579 the sum of Fifty and 50/100 Dollars (\$50.50) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

The Belmont Barbershop Ltd.: Canopy.

It Is Hereby Ordered. That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to The Belmont Barbershop Ltd. ("Permittee") to maintain and use one (1) canopy over the public way attached to the structure located at 2328 West Belmont Avenue for a period of three (3) years from and after

date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed seventeen and three-tenths (17.3) feet in length and two (2) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1054824 the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Belport Associates, L.L.C.: Canopies.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Belport Associates, L.L.C. ("Permittee") to maintain and use five (5) canopies over the public way attached to the structure located at 1400 -- 1406 West Belmont Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago

and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed two (2) at eight (8) feet in length and one and eight-tenths (1.8) feet in width, two (2) at eight (8) feet in length and one and eight-tenths (1.8) feet in width and one (1) at ten (10) feet in length and one and eight-tenths (1.8) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1054430 the sum of Two Hundred Fifty and no/100 Dollars (\$250.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Botello's Pizzeria: Canopy.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Botello's Pizzeria ("Permittee") to maintain and use one (1) canopy over the public way attached to the structure located at 6425 -- 6427 West 63rd Street for a period of three (3) years from and after date of

passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twenty-five (25) feet in length and two (2) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1054996 the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Bridal Designs By Toni: Canopy.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Bridal Designs By Toni ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 3121 West 63rd Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and

the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twenty-five (25) feet in length and two (2) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1054779 the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Bridgeport Coffee House Inc.: Canopies.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Bridgeport Coffee House Inc. ("Permittee") to maintain and use three (3) canopies over the public way attached to the structure located at 3101 South Morgan Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and

approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed one (1) at eighteen (18) feet in length and five (5) feet in width, one (1) at seven (7) feet in length and three (3) feet in width and one (1) at fifteen (15) feet in length and five (5) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1054749 the sum of One Hundred Fifty and no/100 Dollars (\$150.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Cafe Bernard: Canopy.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Cafe Bernard ("Permittee") to maintain and use one (1) canopy over the public way attached to the structure located at 2100 North Halsted Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and

specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed seven and twenty-five hundredths (7.25) feet in length and five and three-tenths (5.3) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1055002 the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Cafe Europa, Inc.: Canopies.

It Is Hereby Ordered. That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Cafe Europa, Inc. ("Permittee") to maintain and use two (2) canopies over the public way attached to the structure located at 7401 West Irving Park Road for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the

Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed one (1) at sixteen (16) feet in length and two and six-tenths (2.6) feet in width and one (1) at fourteen (14) feet in length and two and six-tenths (2.6) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1054464 the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Cafe Matou: Canopies.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Cafe Matou ("Permittee") to maintain and use three (3) canopies over the public way attached to the structure located at 1846 -- 1848 North Milwaukee Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the

Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed two (2) at five (5) feet in length and three and five-tenths (3.5) feet in width and one (1) at three and five-tenths (3.5) feet in length and three and five-tenths (3.5) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1052297 the sum of One Hundred Fifty and no/100 Dollars (\$150.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Cafe 28: Canopies.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Cafe 28 ("Permittee") to maintain and use two (2) canopies over the public way attached to the structure located at 1800 -- 1806 West Irving Park Road for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the

Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed one (1) at eight (8) feet in length and three (3) feet in width and one (1) at fifty (50) feet in length and three (3) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1054239 the sum of One Hundred Twenty-five and no/100 Dollars (\$125.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Carniceria Rancho Alegre: Canopy.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Carniceria Rancho Alegre ("Permittee") to maintain and use one (1) canopy over the public way attached to the structure located at 1757 -- 1759 West 18th Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and

approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed forty-eight (48) feet in length and two (2) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1054576 the sum of Seventy-three and no/100 Dollars (\$73.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Celtic Crown: Canopy.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Celtic Crown ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 4301 North Western Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of

the Bureau of Fire Prevention. Said canopy shall not exceed forty-nine (49) feet in length and one and eight-tenths (1.8) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1052858 the sum of Seventy-four and no/100 Dollars (\$74.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Central Bark Doggy Day Care: Canopy.

It Is Hereby Ordered. That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Central Bark Doggy Day Care ("Permittee") to maintain, and use one (1) canopy over the public way attached to the structure located at 3358 North Pulaski Road for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed thirty-one (31) feet in

length and two (2) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1054465 the sum of Fifty-six and no/100 Dollars (\$56.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Champagne Furniture Gallery Inc.: Canopies.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Champagne Furniture Gallery Inc. ("Permittee") to construct, maintain and use eleven (11) canopies over the public way attached to the structure located at 65 West Illinois Street for a period of three (3) years from and after July 19, 2006 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed ten (10) at five (5) feet in length and five (5) feet in width and one (1) at five (5) feet in length and two (2) feet in width. The Permittee shall pay to the City of Chicago

as compensation for the privilege Number 1054690 the sum of Five Hundred Fifty and no/100 Dollars (\$550.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Charlies Chicago: Canopies.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Charlies Chicago ("Permittee") to construct, maintain and use five (5) canopies over the public way attached to the structure located at 3726 North Broadway for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed five (5) at six and eight-tenths (6.8) feet in length and three (3) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1054613 the sum of Two Hundred Fifty and no/100 Dollars (\$250.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Chela's Gift Shop: Canopy.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Chela's Gift Shop ("Permittee") to maintain and use one (1) canopy over the public way attached to the structure located at 1512 West 18th Street for a period of three (3) years from and after May 24, 2006 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twenty-five (25) feet in length and two (2) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1053817 the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Chicago Auto Center: Canopy.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Chicago Auto Center ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 315 South Green Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed thirty-seven (37) feet in length and two (2) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1054985 the sum of Sixty-two and no/100 Dollars (\$62.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

The Children's Place: Canopies.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to The Children's Place ("Permittee") to construct, maintain and use nine (9) canopies over the public way attached to the structure located at 39 South State Street for a period of three (3) years from and after February 16, 2006 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed four (4) at nine and six-tenths (9.6) feet in length and four (4) feet in width, two (2) at ten and six-tenths (10.6) feet in length and four (4) feet in width, two (2) at eight (8) feet in length and four (4) feet in width and one (1) at eleven and three-tenths (11.3) feet in length and four (4) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1054137 the sum of Four Hundred Fifty and no/100 Dollars (\$450.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Clarke's On Belmont: Canopies.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Clarke's on Belmont ("Permittee") to construct, maintain and use three (3) canopies over the public way attached to the structure located at 930 West Belmont Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed one (1) at twenty-four (24) feet in length and three (3) feet in width located along West Belmont Avenue and two (2) at forty-two (42) feet in length and three (3) feet in width located along North Wilton Avenue. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1048466 the sum of One Hundred Eighty-four and no/100 Dollars (\$184.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Color Me Hair Salon: Canopy.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Color Me Hair Salon ("Permittee") to maintain and use one (1) canopy over the public way attached to the structure located at 1011 West 18th Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed nineteen (19) feet in length and one and six-tenths (1.6) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1054781 the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Commercial Sub, Inc.: Canopy.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Commercial Sub, Inc. ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 8904 South Commercial Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed nineteen (19) feet in length and four (4) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1053832 the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Construmex: Canopy.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Construmex ("Permittee") to maintain and use one (1) canopy over the public way attached to the structure located at 3439 West 26th Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed fourteen (14) feet in length and two and three-tenths (2.3) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1054139 the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Contempo Furniture: Canopy.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Contempo Furniture ("Permittee") to maintain and use one (1) canopy over the public way attached to the structure located at 1647 West 47th Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twenty-two (22) feet in length and one and eight-tenths (1.8) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1054226 the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Corner Bakery Cafe: Canopies.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Corner Bakery Cafe ("Permittee") to maintain and use eight (8) canopies over the public way attached to the structure located at 676 North St. Clair Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed one (1) at twenty-five (25) feet in length and eight and seventy-five hundredths (8.75) feet in width, one (1) at six and eighty-three hundredths (6.83) feet in length and eight and seventy-five hundredths (8.75) feet in width, one (1) at nine and sixteen-hundredths (9.16) feet in length and five and seven-tenths (5.7) feet in width, one (1) at six and eighty-three hundredths (6.83) feet in length and eight and seventy-five hundredths (8.75) feet in width,

one (1) at twenty-four and fifty-eight hundredths (24.58) feet in length and eight and seventy-five hundredths (8.75) feet in width, one (1) at six and eighty-three hundredths (6.83) feet in length and eight and seventy-five hundredths (8.75) feet in width, one (1) at nine and sixteen hundredths (9.16) feet in length and eight and seventy-five hundredths (8.75) feet in width and one (1) at six and eighty-three hundredths (6.83) feet in length and eight and seventy-five hundredths (8.75) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1047507 the sum of Four Hundred and 10/100 Dollars (\$400.10) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This Order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) will be added for payments received after due date.

Cosi: Canopies.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Cosi ("Permittee") to maintain and use five (5) canopies over the public way attached to the structure located at 2200 North Clark Street for a period of three (3) years from and after date of passage in

accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed one (1) at fifteen (15) feet in length and one and six-tenths (1.6) feet in width, two (2) at twelve and four-tenths (12.4) feet in length and one and six-tenths (1.6) feet in width and one (1) at sixteen and five-tenths (16.5) feet in length and one and six-tenths (1.6) feet in width, one (1) at seven and six-tenths (7.6) feet in length and one and six-tenths (1.6) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1054327 the sum of Two Hundred Fifty and no/100 Dollars (\$250.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Costa Azul Travel: Canopy.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Costa Azul Travel ("Permittee") to maintain

and use one (1) canopy over the public way attached to the structure located at 3123 West 63rd Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twenty (20) feet in length and four (4) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1052987 the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

D'Agostino's II: Canopies.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to D'Agostino's II ("Permittee") to construct, maintain and use four (4) canopies over the public way attached to the structure

located at 752 North Ogden Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed one (1) at nine (9) feet in length and two and six-tenths (2.6) feet in width and three (3) at thirteen (13) feet in length and two and six-tenths (2.6) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1050739 the sum of Two Hundred and no/100 Dollars (\$200.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Dearborn Station: Canopy.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Dearborn Station ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure

located at 47 West Polk Street for a period of three (3) years from and after July 29, 2006 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed nine (9) feet in length and nine (9) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1054687 the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Display Specialist: Canopies.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Display Specialist ("Permittee") to construct, maintain and use two (2) canopies over the public way attached to the structure located at 3173 North Elston Avenue for a period of three (3) years from and after

date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed one (1) at twenty-two and two-tenths (22.2) feet in length and one (1) and eight-tenths (1.8) feet in width and one (1) at twenty-five and eight-tenths (25.8) feet in length and one and eight-tenths (1.8) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1054186 the sum of One Hundred and 80/100 Dollars (\$100.80) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Diva's Hair Studio: Canopy.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Diva's Hair Studio ("Permittee") to maintain and use one (1) canopy over the public way attached to the structure located at

3252 North Pulaski Road for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed thirteen and one-tenth (13.1) feet in length and one and eleven-hundredths (1.11) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1054765 the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Dunlay's On Clark: Canopy.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Dunlay's on Clark ("Permittee") to maintain and use one (1) canopy over the public way attached to the structure located at 2600 North Clark Street for a period of three (3) years from and after date of passage

in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed eighty (80) feet in length and one and eight-tenths (1.8) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1051283 the sum of One Hundred Five and no/100 Dollars (\$105.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

East Lakeview Food And Liquor: Canopy.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to East Lakeview Food and Liquor ("Permittee") to maintain and use one (1) canopy over the public way attached to the structure located at 3814 North Clark Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans

and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twenty-five (25) feet in length and two (2) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1054215 the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Eillois Corp: Canopy.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Eillois Corp ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 1012 North Larrabee Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and

approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed seven (7) feet in length and two (2) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1054174 the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

El Chopito Records II: Canopy.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to El Chopito Records II ("Permittee") to maintain and use one (1) canopy over the public way attached to the structure located at 6010½ West Fullerton Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of

the Bureau of Fire Prevention. Said canopy shall not exceed twelve (12) feet in length and two (2) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1054756 the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

El Mariachi Lucas: Canopy.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to El Mariachi Lucas ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 3312 West Foster Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed seventeen (17) feet in

length and two and five-tenths (2.5) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1054950 the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Estela's Hair Salon: Canopy.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Estela's Hair Salon ("Permittee") to maintain and use one (1) canopy over the public way attached to the structure located at 4217 West 63rd Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twenty (20) feet in length and three (3) feet in width. The Permittee shall pay to the City of Chicago as compensation for

the privilege Number 1054133 the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Euro One Design II: Canopy.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Euro One Design II ("Permittee") to maintain and use one (1) canopy over the public way attached to the structure located at 3023 North Milwaukee Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed forty-two (42) feet in length and two (2) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1054145 the sum of Sixty-seven and no/100 Dollars (\$67.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Fast Frame: Canopy.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Fast Frame ("Permittee") to maintain and use one (1) canopy over the public way attached to the structure located at 1950 North Damen Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed nine and five-tenths (9.5) feet in length and two and five-tenths (2.5) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1054841 the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Fervale Fashions: Canopy.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Fervale Fashions ("Permittee") to maintain and use one (1) canopy over the public way attached to the structure located at 3033 North Milwaukee Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twenty-four (24) feet in length and two (2) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1054146 the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

First Capital Mortgage: Canopy.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to First Capital Mortgage ("Permittee") to maintain and use one (1) canopy over the public way attached to the structure located at 1117 North Ashland Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twenty-one (21) feet in length and two and six-tenths (2.6) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1054255 the sum of Fifty-two and 60/100 Dollars (\$52.60) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Forma Vital: Canopy.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Forma Vital ("Permittee") to maintain and use one (1) canopy over the public way attached to the structure located at 3444 West 26th Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed seven and three-tenths (7.3) feet in length and two and seven-tenths (2.7) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1054557 the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Fulton Lounge: Canopies.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Fulton Lounge ("Permittee") to construct, maintain and use five (5) canopies over the public way attached to the structure located at 955 West Fulton Market for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed one (1) at twelve (12) feet in length and two and six-tenths (2.6) feet in width and four (4) at six (6) feet in length and two and six-tenths (2.6) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1054086 the sum of Three Hundred Fifty and no/100 Dollars (\$350.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

G Express Hand Car Wash: Canopy.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to G Express Hand Car Wash ("Permittee") to maintain and use one (1) canopy over the public way attached to the structure located at 2323 West 18th Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed seventy-six (76) feet in length and two (2) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1054995 the sum of One Hundred One and no/100 Dollars (\$101.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Generator: Canopy.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Generator ("Permittee") to maintain and use one (1) canopy over the public way attached to the structure located at 306 North Halsted Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed nineteen (19) feet in length and four (4) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1055000 the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Grand Food And Liquor Inc.: Canopy.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Grand Food and Liquor Inc. ("Permittee") to maintain and use one (1) canopy over the public way attached to the structure located at 5128 West Grand Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed thirty-two (32) feet in length and two (2) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1054748 the sum of Fifty-seven and no/100 Dollars (\$57.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Gulliver's Inc.: Canopy.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Gulliver's Inc. ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 2727 West Howard Street for a period of three (3) years from and after September 14, 2006 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed one (1) at seventy-five (75) feet in length and seven (7) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1054922 the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy are removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Hacienda Restaurant: Canopy.

Ordered. That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Hacienda Restaurant ("Permittee") to maintain and use one (1) canopy over the public way attached to the structure located at 9706 South Commercial Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twenty-eight (28) feet in length and two (2) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1054997 the sum of Fifty-three and no/100 Dollars (\$53.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Harold's Chicken Shack: Canopy.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Harold's Chicken Shack ("Permittee") to maintain and use one (1) canopy over the public way attached to the structure located at 7310 South Halsted Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twenty-four (24) feet in length and two (2) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1053938 the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Hotel Burnham: Canopy.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Hotel Burnham ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 1 West Washington Street for a period of three (3) years from and after July 19, 2006 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed ten (10) feet in length and ten (10) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1053923 the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Hoops, Inc.: Canopy.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Hoops, Inc. ("Permittee") to maintain and use one (1) canopy over the public way attached to the structure located at 1001 West Washington Boulevard for a period of three (3) years from and after December 21, 2004 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed four and eight-tenths (4.8) feet in length and two (2) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1055076 the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Hyde Park Bank And Trust Co.: Canopy.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Hyde Park Bank and Trust Co. ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 1525 East 53rd Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed sixteen and two-tenths (16.2) feet in length and two and two-tenths (2.2) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1043217 the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Il Covo, Inc.: Canopies.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Il Covo, Inc. ("Permittee") to construct, maintain and use three (3) canopies over the public way attached to the structure located at 2152 North Damen Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed one (1) at twenty-five (25) feet in length and two and five-tenths (2.5) feet in width and two (2) at eight (8) feet in length and two and five-tenths (2.5) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1049806 the sum of One Hundred Fifty and no/100 Dollars (\$150.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Imax Video Organization: Canopy.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Imax Video Organization ("Permittee") to maintain and use one (1) canopy over the public way attached to the structure located at 3912 West Lawrence Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed nine (9) feet in length and two (2) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1053758 the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

J&J Fish And Chicken: Canopy.

It is hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to J&J Fish and Chicken ("Permittee") to maintain and use one (1) canopy over the public way attached to the structure located at 1308 West 95th Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed sixteen (16) feet in length and two (2) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1054493 the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment, or obligation arising out of the construction, repair, replacement, cleaning, use maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Jeruselam Liquors: Canopy.

It is hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Jeruselam Liquors ("Permittee") to maintain and use one (1) canopy over the public way attached to the structure located at 3133 -- 3135 West Lawrence Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twenty-four and one-tenth (24.1) feet in length and one and six-tenths (1.6) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1054296 the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Jesus And Petra Aranda, Inc: Canopy.

It is hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Jesus and Petra Aranda, Inc. ("Permittee") to maintain and use one (1) canopy over the public way attached to the structure located at 1645 West 47th Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twenty-four (24) feet in length and two and five-tenths (2.5) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1054544 the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of the Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Jose's Unisex: Canopy.

It is hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Jose's Unisex ("Permittee") to maintain and use one (1) canopy over the public way attached to the structure located at 3142 West 25th Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twenty-one (21) feet in length and two (2) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1054477 the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Joseph Freed Homes L.L.C.: Canopies.

Ordered. That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Joseph Freed Homes L.L.C. ("Permittee") to maintain and use eighteen (18) canopies over the public way attached to the structure located at 2300 West Logan Boulevard for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed twelve (12) at twelve (12) feet in length and four (4) feet in width, two (2) at eight (8) feet in length and four (4) feet in width, three (3) at twelve (12) feet in length and four (4) feet in width and one (1) at eight (8) feet in length and four (4) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1053820 the sum of Nine Hundred and no/100 Dollars (\$900.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

King Sweets: Canopy.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to King Sweets ("Permittee") to maintain and use one (1) canopy over the public way attached to the structure located at 2308 West Devon Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twenty-five (25) feet in length and three (3) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1054745 the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

La Parrillada: Canopy.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to La Parrillada ("Permittee") to maintain and use one (1) canopy over the public way attached to the structure located at 1323 West 47th Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twenty-five (25) feet in length and three (3) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1054302 the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

LaSalle Bank Trust Number A7701099274: Canopies.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to LaSalle Bank Trust Number A7701099274 ("Permittee") to maintain and use seven (7) canopies over the public way attached to the structure located at 1260 North Dearborn Street for a period of three (3) years from and after March 27, 2005 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed one (1) at nine (9) feet in length and two (2) feet in width, three (3) at six (6) feet in length and two (2) feet in width and three (3) at three (3) feet in length and two (2) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1055053 the sum of Three Hundred Fifty and no/100 Dollars (\$350.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Lolita's Flower And Gift Shop: Canopy.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Lolita's Flower and Gift Shop ("Permittee") to maintain and use one (1) canopy over the public way attached to the structure located at 4137 West 26th Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twenty-two (22) feet in length and two (2) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1055064 the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Los Altos: Canopy.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Los Altos ("Permittee") to maintain and use one (1) canopy over the public way attached to the structure located at 1848 West 47th Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twenty-two and one-tenth (22.1) feet in length and three (3) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1051484 the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Los Angeles Boutique And Flower Shop: Canopy.

It Is Hereby Ordered. That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Los Angeles Boutique and Flower Shop ("Permittee") to maintain and use one (1) canopy over the public way attached to the structure located at 3717 West Fullerton Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed fifteen (15) feet in length and three and one-tenth (3.1) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1053919 the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Lucio Shoe Repair Shop: Canopies.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Lucio Shoe Repair Shop ("Permittee") to construct, maintain and use three (3) canopies over the public way attached to the structure located at 3136 West 25th Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed two (2) at four and eight-tenths (4.8) feet in length and one and two-tenths (1.2) feet in width and one (1) at seven and five-tenths (7.5) feet in length and one and two-tenths (1.2) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1053970 the sum of One Hundred Fifty and no/100 Dollars (\$150.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Lula Cafe: Canopies.

It Is Hereby Ordered. That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Lula Cafe ("Permittee") to maintain and use two (2) canopies over the public way attached to the structure located at 2537 -- 2541 North Kedzie Boulevard for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed one (1) at five and three-tenths (5.3) feet in length and three (3) feet in width and one (1) at twelve (12) feet in length and seven (7) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1049701 the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Lutnia Restaurant: Canopy.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Lutnia Restaurant ("Permittee") to maintain and use one (1) canopy over the public way attached to the structure located at 5532 West Belmont Avenue for a period of three (3) years from and after January 27, 2006 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed six (6) feet in length and three and seventy-five hundredths (3.75) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1054766 the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

M and M Pawn Brokers Inc.: Canopy.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to M and M Pawn Brokers Inc. ("Permittee") to maintain and use one (1) canopy over the public way attached to the structure located at 3446 West 26th Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed eight and four-tenths (8.4) feet in length and eight and nine-tenths (8.9) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1054358 the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Mad River Bar And Grille: Canopy.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Mad River Bar and Grille ("Permittee") to maintain and use one (1) canopy over the public way attached to the structure located at 2909 -- 2911 North Sheffield Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed forty-five and six-tenths (45.6) feet in length and two (2) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1053992 the sum of Seventy and 60/100 Dollars (\$70.60) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Magnum Insurance Co.: Canopy.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Magnum Insurance Co. ("Permittee") to maintain and use one (1) canopy over the public way attached to the structure located at 3900 West North Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed thirty-one and six-tenths (31.6) feet in length and two (2) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1054422 the sum of Fifty-six and 60/100 Dollars (\$56.60) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Marisqueria 7 Mares Limited: Canopy.

It Is Hereby Ordered. That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Marisqueria 7 Mares Limited ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 4010 -- 4012 West Montrose Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed forty-five (45) feet in length and four (4) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1053957 the sum of Seventy and no/100 Dollars (\$70.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

The Matchbox: Canopy.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to The Matchbox ("Permittee") to maintain and use one (1) canopy over the public way attached to the structure located at 770 North Milwaukee Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed fifty (50) feet in length and two and five-tenths (2.5) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1055062 the sum of Seventy-five and no/100 Dollars (\$75.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

McKinney's Home Daycare Inc.: Canopy.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to McKinney's Home Daycare Inc. ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 5733 -- 5743 West Division Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed seventeen and three-tenths (17.3) feet in length and two and six-tenths (2.6) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1049243 the sum of Fifty and no/ 100 Dollars (\$50.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Metropolis Rotisserie: Canopies.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Metropolis Rotisserie ("Permittee") to maintain and use two (2) canopies over the public way attached to the structure located at 924 West Armitage Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed one (1) at eighteen (18) feet in length and one and four-tenths (1.4) feet in width and one (1) at seven and eight-tenths (7.8) feet in length and two and ninety-one hundredths (2.91) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1054791 the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Meztiso: Canopy.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Meztiso ("Permittee") to maintain and use one (1) canopy over the public way attached to the structure located at 710 North Wells Street for a period of three (3) years from and after May 1, 2005 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twelve (12) feet in length and four (4) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1054187 the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation

until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date

Mike's Furniture: Canopy.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Mike's Furniture ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 1259 North Ashland Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twenty and six-tenths (20.6) feet in length and two (2) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1054627 the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted

to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Mini Bar: Canopies.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Mini Bar ("Permittee") to maintain and use two (2) canopies over the public way attached to the structure located at 3341 North Halsted Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed one (1) at twelve and seven-tenths (12.7) feet in length and three (3) feet in width and one (1) at three and seven-tenths (3.7) feet in length and six (6) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1054999 the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein

granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Morry's Deli: Canopy.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Morry's Deli ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 5500 South Cornell Avenue for a period of three (3) years from and after March 8, 2006 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed sixty (60) feet in length and one and one-tenth (1.1) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1054652 the sum of Eighty-five and no/100 Dollars (\$85.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold

harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Munchies: Canopy.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Munchies ("Permittee") to maintain and use one (1) canopy over the public way attached to the structure located at 950 North Orleans Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed thirty (30) feet in length and two and five-tenths (2.5) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1053960 the sum of Fifty-five and no/100 Dollars (\$55.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from

any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

New Age Crystal Energy Consulting: Canopy.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to New Age Crystal Energy Consulting ("Permittee") to maintain and use one (1) canopy over the public way attached to the structure located at 310 North Michigan Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed six (6) feet in length and two (2) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1054227 the sum Fifty and no/100 Dollars (\$50.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment

or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Niezas Enterprise: Canopy.

It Is Hereby Ordered. That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Niezas Enterprise ("Permittee") to maintain and use one (1) canopy over the public way attached to the structure located at 3140 West 25th Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twenty (20) feet in length and four (4) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1053907 the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from

any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Nike Retail Service Inc.: Canopies.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Nike Retail Service Inc. ("Permittee") to maintain and use three (3) canopies over the public way attached to the structure located at 669 North Michigan Avenue for a period of three (3) years from and after August 30, 2006 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed two (2) at seventeen (17) feet in length and two (2) feet in width and one (1) at fourteen (14) feet in length and three (3) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1054792 the sum of One Hundred Fifty and no/100 Dollars (\$150.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning,

use, maintenance or operation of the canopies arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

North Coast Cafe: Canopy.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to North Coast Cafe ("Permittee") to maintain and use one (1) canopy over the public way attached to the structure located at 3613 North Broadway for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed forty-eight (48) feet in length and two (2) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1054041 the sum of Seventy-three and no/100 Dollars (\$73.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Northwestern University: Canopies.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Northwestern University ("Permittee") to maintain and use three (3) canopies over the public way attached to the structure located at 275 East Chestnut Street for a period of three (3) years from and after May 22, 2006 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed three (3) at fifteen (15) feet in length and three (3) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1054150 the sum of One Hundred Fifty and no/100 Dollars (\$150.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their

discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Nortown Coin Laundromat: Canopy.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Nortown Coin Laundromat ("Permittee") to maintain and use one (1) canopy over the public way attached to the structure located at 6219 North California Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed six and ninety-one hundredths (6.91) feet in length and two and five-tenths (2.5) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1054427 the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Oggi Trattoria And Caffè: Canopies.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Oggi Trattoria and Caffè ("Permittee") to construct, maintain and use two (2) canopies over the public way attached to the structure located at 1378 West Grand Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed one (1) at twenty-six (26) feet in length and two and six-tenths (2.6) feet in width located along West Grand Avenue and one (1) at thirteen (13) feet in length and two and six-tenths (2.6) feet in width located along North Noble Street. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1054863 the sum of One Hundred One and no/100 Dollars (\$101.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Ollies: Canopy.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Ollies ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 1064 West Berwyn Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twenty-five (25) feet in length and ten (10) inches in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1054990 the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Panera Bread: Canopy.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Panera Bread ("Permittee") to maintain and use one (1) canopy over the public way attached to the structure located at 616 West Diversey Parkway for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twenty-four (24) feet in length and four (4) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1054455 the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Pare Y Coma: Canopy.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Pare Y Coma ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 1659 West 47th Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed forty-five (45) feet in length and three (3) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1054957 the sum of Seventy and no/100 Dollars (\$70.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Pasteur: Canopies.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Pasteur ("Permittee") to maintain and use two (2) canopies over the public way attached to the structure located at 5525 North Broadway for a period of three (3) years from and after June 7, 2006 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed two (2) at eighteen (18) feet in length and one and six-tenths (1.6) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1054759 the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Piazza Bella Trattoria: Canopy.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Piazza Bella Trattoria ("Permittee") to maintain and use one (1) canopy over the public way attached to the structure located at 2116 West Roscoe Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed nineteen (19) feet in length and three (3) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1055070 the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Picante Taqueria: Canopy.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Picante Taqueria ("Permittee") to maintain and use one (1) canopy over the public way attached to the structure located at 2016½ West Division Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed eight (8) feet in length and eight-tenths (.8) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1050410 the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Platinum Dry Cleaners Inc.: Canopy.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Platinum Dry Cleaners Inc. ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 3707 -- 3709 North Broadway for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed thirty-four (34) feet in length and two (2) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1054188 the sum of Fifty-nine and no/100 Dollars (\$59.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Plaza Minimart: Canopy.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Plaza Minimart ("Permittee") to maintain and use one (1) canopy over the public way attached to the structure located at 5022 West Lawrence Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twenty (20) feet in length and two (2) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1055029 the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Provenance Food And Wine: Canopy.

It Is Hereby Ordered. That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Provenance Food and Wine ("Permittee") to maintain and use one (1) canopy over the public way attached to the structure located at 2528 North California Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed seventeen (17) feet in length and two and six-tenths (2.6) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1054467 the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Quality Hair And Nail Studio: Canopy.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Quality Hair and Nail Studio ("Permittee") to maintain and use one (1) canopy over the public way attached to the structure located at 6559 South Kedzie Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twenty-two (22) feet in length and two (2) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1054426 the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Red 7 Salon, Inc.: Canopy.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Red 7 Salon, Inc. ("Permittee") to maintain and use one (1) canopy over the public way attached to the structure located at 210 West Kinzie Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed five (5) feet in length and five (5) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1050681 the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Richard's Body Shop: Canopy.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Richard's Body Shop ("Permittee") to maintain and use one (1) canopy over the public way attached to the structure located at 3041 West Lawrence Avenue for a period of three (3) years from and after June 28, 2006 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twenty-two (22) feet in length and six (6) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1053481 the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Rinconcito Sudamericano: Canopy.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Rinconcito Sudamericano ("Permittee") to maintain and use one (1) canopy over the public way attached to the structure located at 1954 West Armitage Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twenty-two (22) feet in length and two and six-tenths (2.6) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1054361 the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Rockwell's Neighborhood Grill: Canopies.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Rockwell's Neighborhood Grill ("Permittee") to maintain and use two (2) canopies over the public way attached to the structure located at 4632 North Rockwell Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed one (1) at twenty (20) feet in length and two and five-tenths (2.5) feet in width and one (1) at eighteen (18) feet in length and two and five-tenths (2.5) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1054992 the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Mr. Thomas Romano: Canopy.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Thomas Romano ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 3851 North Southport Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twenty-two and two-tenths (22.2) feet in length and two (2) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1054790 the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Rosebud Cafe: Canopy.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Rosebud Cafe ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 1500 West Taylor Street for a period of three (3) years from and after September 4, 2006 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed seventy-five (75) feet in length and seven and one-tenth (7.1) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1054835 the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Rosebud Steakhouse: Canopies.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Rosebud Steakhouse ("Permittee") to construct, maintain and use two (2) canopies over the public way attached to the structure located at 192 East Walton Street for a period of three (3) years from and after August 31, 2006 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed one (1) at twenty-one (21) feet in length and ten (10) feet in width and one (1) at seven (7) feet in length and ten (10) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1054232 the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

RS Retail, L.L.C.: Canopy.
(1200 West Taylor Street)

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to RS Retail, L.L.C. ("Permittee") to maintain and use one (1) canopy over the public way attached to the structure located at 1200 West Taylor Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twenty (20) feet in length and two (2) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1049760 the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

RS Retail, L.L.C.: Canopy.
(1212 West Taylor Street)

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to RS Retail, L.L.C. ("Permittee") to maintain and use one (1) canopy over the public way attached to the structure located at 1212 West Taylor Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed seventeen and four-tenths (17.4) feet in length and four (4) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1049761 the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

RS Retail, L.L.C.: Canopy.
(1214 West Taylor Street)

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to RS Retail, L.L.C. ("Permittee") to maintain and use one (1) canopy over the public way attached to the structure located at 1214 West Taylor Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed seventeen and four-tenths (17.4) feet in length and four (4) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1049762 the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

RS Retail, L.L.C.: Canopy.
(1226 West Taylor Street)

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to RS Retail, L.L.C. ("Permittee") to maintain and use one (1) canopy over the public way attached to the structure located at 1226 West Taylor Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed seventeen and four-tenths (17.4) feet in length and four (4) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1049763 the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Rudelights: Canopy.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Rudelights ("Permittee") to maintain and use one (1) canopy over the public way attached to the structure located at 1641 West 18th Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twenty-one and three-tenths (21.3) feet in length and four and eight-tenths (8.4) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1054141 the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Savor The Flavor Chicago: Canopy.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Savor The Flavor Chicago ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 2545 North Sheffield Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed eighteen and four-tenths (18.4) feet in length and two (2) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1052843 the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Sears, Roebuck And Co. Number 1200: Canopies.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Sears, Roebuck and Co. Number 1200 ("Permittee") to maintain and use seventeen (17) canopies over the public way attached to the structure located at 2 North State for a period of three (3) years from and after March 7, 2006 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed seventeen (17) at nineteen (19) feet in length and ten (10) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1054483 the sum of Eight Hundred Fifty and no/100 Dollars (\$850.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Shoe Shine Kastle: Canopy.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Shoe Shine Kastle ("Permittee") to maintain and use one (1) canopy over the public way attached to the structure located at 2415 West 63rd Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed eleven (11) feet in length and two (2) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1052521 the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Siam Investment Corporation: Canopy.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Siam Investment Corporation ("Permittee") to maintain and use one (1) canopy over the public way attached to the structure located at 3558 North Pulaski Road for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed fifty-one and six-tenths (51.6) feet in length and three (3) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1053963 the sum of Seventy-six and 60/100 Dollars (\$76.60) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Specialty Video: Canopy.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Specialty Video ("Permittee") to maintain and use one (1) canopy over the public way attached to the structure located at 5307 North Clark Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twenty-one and seventy-five hundredths (21.75) feet in length and four and four-tenths (4.4) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1053906 the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Spicy: Canopy.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Spicy ("Permittee") to maintain and use one (1) canopy over the public way attached to the structure located at 2147 South California Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed fourteen and eight-tenths (14.8) feet in length and three (3) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1052180 the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Starbucks Number 272: Canopy.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Starbucks Number 272 ("Permittee") to maintain and use one (1) canopy over the public way attached to the structure located at 2529 North Clark Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed seventy-six and six-tenths (76.6) feet in length and one and six-tenths (1.6) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1053473 the sum of One Hundred One and 60/100 Dollars (\$101.60) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Starbucks Coffee Number 279: Canopy.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Starbucks Coffee Number 279 ("Permittee") to maintain and use one (1) canopy over the public way attached to the structure located at 202 North Michigan Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed nineteen and six-tenths (19.6) feet in length and one and three-tenths (1.3) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1053710 the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Supera Property Management Inc.: Canopy.

It Is Hereby Ordered. That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Supera Property Management Inc. ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 3616 North Pine Grove Avenue for a period of three (3) years from and after August 2, 2006 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed fifteen (15) feet in length and nine (9) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1054920 the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

T & S Cleaners: Canopy.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to T & S Cleaners ("Permittee") to maintain and use one (1) canopy over the public way attached to the structure located at 2435 North Clark Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed fourteen and one-tenth (14.1) feet in length and one and two-tenths (1.2) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1051026 the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Taqueria El Asadero Number 2: Canopy.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Taqueria El Asadero Number 2 ("Permittee") to maintain and use one (1) canopy over the public way attached to the structure located at 3641 West Fullerton Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twenty-one and eight-tenths (21.8) feet in length and two and seven-tenths (2.7) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1054241 the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Teaser's Pub: Canopy.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Teaser's Pub ("Permittee") to maintain and use one (1) canopy over the public way attached to the structure located at 7123 West Higgins Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed sixty-three and six-tenths (63.6) feet in length and three (3) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 105477 the sum of Eighty-eight and 60/100 Dollars (\$88.60) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

That's Our Bag: Canopy.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to That's Our Bag ("Permittee") to maintain and use one (1) canopy over the public way attached to the structure located at 200 North Michigan Avenue for a period of three (3) years from and after August 30, 2006 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed thirty-seven (37) feet in length and two (2) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1054794 the sum of Sixty-two and no/100 Dollars (\$62.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Tilemart And Casa De Pisos And Mosaicos: Canopy.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Tilemart and Casa De Pisos and Mosaicos ("Permittee") to maintain and use one (1) canopy over the public way attached to the structure located at 4942 West Fullerton Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed fifteen and four-tenths (15.4) feet in length and four and eight-tenths (4.8) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1054428 the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Trattoria 31: Canopy.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Trattoria 31 ("Permittee") to maintain and use one (1) canopy over the public way attached to the structure located at 605 West 31st Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twenty-four and eight-tenths (24.8) feet in length and two (2) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1054240 the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

US Cellular: Canopy.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to US Cellular ("Permittee") to maintain and use one (1) canopy over the public way attached to the structure located at 3512 West 26th Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed fifteen (15) feet in length and three (3) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1053893 the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Victor's Hair Cuts: Canopy.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Victor's Hair Cuts ("Permittee") to maintain and use one (1) canopy over the public way attached to the structure located at 3158 West 25th Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed eight (8) feet in length and two (2) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1054993 the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Village Cycle Center Inc.: Canopy.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Village Cycle Center Inc. ("Permittee") to maintain and use one (1) canopy over the public way attached to the structure located at 1337 North Wells Street for a period of three (3) years from and after May 16, 2006 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed nine (9) feet in length and three (3) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1054173 the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Village Laundry/Cleaners: Canopies.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Village Laundry/Cleaners ("Permittee") to maintain and use two (2) canopies over the public way attached to the structure located at 1055 North Western Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed one (1) at one hundred twenty-one (121) feet in length and three (3) feet in width and one (1) at fifty-nine and nine-tenths (59.9) feet in length and three (3) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1054473 the sum of Two Hundred Thirty and 90/100 Dollars (\$230.90) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Walgreens Number 4986: Canopies.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Walgreens Number 4986 ("Permittee") to maintain and use four (4) canopies over the public way attached to the structure located at 4745 West Belmont Avenue for a period of three (3) years from and after July 20, 2006 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed one (1) at eighteen (18) feet in length and two (2) feet in width, one (1) at eighteen (18) feet in length and two (2) feet in width, one (1) at eighteen (18) feet in length and two (2) feet in width and one (1) at seventeen (17) feet in length and three (3) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1055077 the sum of Two Hundred and no/100 Dollars (\$200.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

West Lawn Foods: Canopies.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to West Lawn Foods ("Permittee") to maintain and use three (3) canopies over the public way attached to the structure located at 5838 South Pulaski Road for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed one (1) at seventeen (17) feet in length and four (4) feet in width, one (1) at sixty-seven (67) feet in length and four (4) feet in width and one at twenty-five (25) feet in length and six (6) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1054219 the sum of One Hundred Ninety-two and no/100 Dollars (\$192.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

White Hen Pantry 30-85085-2: Canopy.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to White Hen Pantry 30-85085-2 ("Permittee") to maintain and use one (1) canopy over the public way attached to the structure located at 2004 North Halsted Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed thirty-two (32) feet in length and three (3) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1054143 the sum of Fifty-seven and no/100 Dollars (\$57.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Wrigleyview Cleaners: Canopy.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Wrigleyview Cleaners ("Permittee") to maintain and use one (1) canopy over the public way attached to the structure located at 3774 North Clark Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twenty-nine (29) feet in length and two (2) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1053840 the sum of Fifty-four and no/100 Dollars (\$54.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Zapatista: Canopies.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Zapatista ("Permittee") to maintain and use three (3) canopies over the public way attached to the structure located at 1307 South Wabash Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed one (1) at twenty and five-tenths (20.5) feet in length and nine (9) feet in width, one (1) at seven and thirty-three hundredths (7.33) feet in length and nine (9) feet in width and one (1) at forty-three and three-tenths (43.3) feet in length and thirteen (13) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1050528 the sum of One Hundred Sixty-eight and 30/100 Dollars (\$168.30) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Z-Mart Food Store: Canopies.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Z-Mart Food Store ("Permittee") to maintain and use three (3) canopies over the public way attached to the structure located at 3801 North Broadway for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed one (1) at eight (8) feet in length and four (4) feet in width, one (1) at twenty-two (22) feet in length and four (4) feet in width and one (1) at fifteen (15) feet in length and six (6) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1053776 the sum of One Hundred Fifty and no/100 Dollars (\$150.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

2 X 10 Nail & Spa: Canopy.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to 2 x 10 Nail & Spa ("Permittee") to maintain and use one (1) canopy over the public way attached to the structure located at 3655 North Southport Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twenty (20) feet in length and two (2) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1055069 the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

21 East Chestnut Condominium Association: Canopy.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to 21 East Chestnut Condominium Association ("Permittee") to maintain and use one (1) canopy over the public way attached to the structure located at 21 East Chestnut Street for a period of three (3) years from and after July 12, 2006 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed seventeen (17) feet in length and fourteen (14) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1053814 the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

828 South Wabash, L.L.C.: Canopies.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to 828 South Wabash, L.L.C. ("Permittee") to maintain and use six (6) canopies over the public way attached to the structure located at 828 South Wabash Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed one (1) at eighteen and three-tenths (18.3) feet in length and four (4) feet in width, one (1) at thirteen and one-tenth (13.1) feet in length and four (4) feet in width, one (1) at fourteen and one-tenth (14.1) feet in length and four (4) feet in width, one (1) at fourteen and eight-tenths (14.8) feet in length and four (4) feet in width, one (1) at fourteen and three-tenths (14.3) feet in length and four (4) feet in width and one (1) at eighteen and four-tenths (18.4) feet in length and four (4) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1054780 the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

4949 North Kedzie L.L.C.: Canopies.

It Is Hereby Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to 4949 North Kedzie L.L.C. ("Permittee") to maintain and use three (3) canopies over the public way attached to the structure located at 4947 North Kedzie Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed one (1) at eleven and one-tenth (11.1) feet in length and two (2) feet in width and two (2) at fourteen and three-tenths (14.3) feet in length and two (2) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1053800 the sum of One Hundred Fifty and no/100 Dollars (\$150.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Business Affairs and Licensing.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

AUTHORIZATION FOR GRANTS OF PRIVILEGE
IN PUBLIC WAY FOR SIDEWALK CAFES.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, October 3, 2006.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* the proposed ordinances transmitted herewith for various establishments to maintain and use portions of the public right-of-way for sidewalk cafes. These ordinances were referred to the Committee on September 13, 2006.

This recommendation was concurred in unanimously by a viva voce vote of the members of the Committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS R. ALLEN,
Chairman.

On motion of Alderman Allen, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Said ordinances, as passed, read as follows (the italic heading in each case not being a part of the ordinance):

Argo Tea.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Argo Tea, upon the terms and subject to the conditions of this ordinance, to maintain and use

portions of the public right-of-way for a sidewalk cafe adjacent to its premises located at 3135 North Broadway. Said sidewalk cafe area Number 1 shall be forty-four and one-tenth (44.1) feet in length and twelve (12) feet in width and sidewalk cafe area Number 2 shall be thirty and four-hundredths (30.04) feet in length and six and six-tenths (6.6) feet in width for a total of seven hundred twenty-seven and forty-six hundredths (727.46) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along West Briar Street and North Broadway. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Sunday through Saturday, 8:00 A.M. until 10:00 P.M.

Compensation: \$1,309.44/Seating: 38.

This grant of privilege Number 1055302 for a sidewalk cafe shall be subject to the provisions of Sections 10-28-900 through 10-28-995 of the Municipal Code of Chicago and the directions of the Director of Business Affairs and Licensing, the Commissioner of Streets and Sanitation and the Commissioner of Transportation.

Authority for the above named privilege is herein given and granted from and after March 1, 2006 through, and including, December 1, 2006.

Coldstone Creamery.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Coldstone Creamery, upon the terms and subject to the conditions of this ordinance, to maintain and use portions of the public right-of-way for a sidewalk cafe adjacent to its premises located at 21 West Ontario Street. Said sidewalk cafe area Number 1 shall be eight (8) feet in length and eight (8) feet in width and sidewalk cafe area Number 2 shall be eight (8) feet in length and six and five-tenths (6.5) feet in width for a total of one hundred sixteen (116) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along West Ontario Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Sunday through Thursday, 11:00 A.M. to 11:00 P.M.

Friday and Saturday, 11:00 A.M. to 11:00 P.M.

Compensation: \$600.00/Seating: 10.

All sidewalk cafes must leave six (6) feet of clear space for pedestrian movement between the outer edge of the sidewalk cafe and the curb line.

Amplification of sound is prohibited.

Sidewalk cafes shall not operate earlier than 8:00 A.M., nor later than 11:00 P.M.

This grant of privilege Number 1054768 for a sidewalk cafe shall be subject to the provisions of Sections 10-28-900 through 10-28-995 of the Municipal Code of Chicago and the directions of the Director of Business Affairs and Licensing, the Commissioner of Streets and Sanitation and the Commissioner of Transportation.

Authority for the above named privilege is herein given and granted from and after March 1, 2006 through, and including, December 1, 2006.

Il Covo, Inc.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Il Covo, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 2152 North Damen Avenue. Said sidewalk cafe area shall be twelve and six-tenths (12.6) feet in length and two (2) feet in width for a total of twenty-five and two-tenths (25.2) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along North Damen Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Sunday through Saturday, 5:00 P.M. to 10:00 P.M.

Compensation: \$600.00/Seating: 4.

This grant of privilege Number 1055365 for a sidewalk cafe shall be subject to the provisions of Sections 10-28-900 through 10-28-995 of the Municipal Code of Chicago and the directions of the Director of Business Affairs and Licensing, the Commissioner of Streets and Sanitation and the Commissioner of Transportation.

Authority for the above named privilege is herein given and granted from and after March 1, 2006 through, and including, December 1, 2006.

O'Leary's Public House.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to O'Leary's Public Housing, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 541 North Wells Street. Said sidewalk cafe area shall be twenty-one (21) feet in length and eight (8) feet in width for a total of one hundred sixty-eight (168) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along North Wells Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Saturday, 11:00 A.M. to 11:00 P.M.
Sunday, 3:00 P.M. to 11:00 P.M.

Compensation: \$600.00/Seating: 24.

All sidewalk cafes must leave six (6) feet of clear space for pedestrian movement between the outer edge of the sidewalk cafe and the curb line.

Amplification of sound is prohibited.

Sidewalk cafes shall not operate earlier than 8:00 A.M., nor later than 11:00 P.M.

This grant of privilege Number 1050776 for a sidewalk cafe shall be subject to the provisions of Sections 10-28-900 through 10-28-995 of the Municipal Code of Chicago and the directions of the Director of Business Affairs and Licensing, the Commissioner of Streets and Sanitation and the Commissioner of Transportation.

Authority for the above named privilege is herein given and granted from and after March 1, 2006 through, and including, December 1, 2006.

All sidewalk cafes must leave six (6) feet of clear space for pedestrian movement between the outer edge of the sidewalk cafe and the curb line.

Amplification of sound is prohibited.

Sidewalk cafes shall not operate earlier than 8:00 A.M., nor later than 11:00 P.M.

This grant of privilege Number 1050776 for a sidewalk cafe shall be subject to the provisions of Sections 10-28-900 through 10-28-995 of the Municipal Code of Chicago and the directions of the Director of Business Affairs and Licensing, the Commissioner of Streets and Sanitation and the Commissioner of Transportation.

Authority for the above named privilege is herein given and granted from and after March 1, 2006 through, and including, December 1, 2006.

AMENDMENT OF ORDINANCE WHICH AUTHORIZED GRANT OF
PRIVILEGE TO ALLIANCE BAKERY FOR SIDEWALK CAFE
ADJACENT TO 1736 WEST DIVISION STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, October 3, 2006.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body Pass an amendment to an ordinance passed by the City Council of the City of Chicago for Alliance Bakery on March 29, 2006 and printed upon page 73800 of the *Journal of the Proceedings of the City Council of the City of Chicago* by deleting and adding language regarding dimensions of a sidewalk cafe. This ordinance was referred to the Committee on September 13, 2006.

This recommendation was concurred in unanimously by a viva voce vote of the members of the Committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS R. ALLEN,
Chairman.

On motion of Alderman Allen, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schuler, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The ordinance passed by the City Council of the City of Chicago for Alliance Bakery on March 29, 2006, and printed upon page 73800 of the *Journal of the Proceedings of the City Council of the City of Chicago* is hereby amended by deleting the words: "sidewalk cafe area Number 1 shall be twelve (12) feet in length and six (6) feet in width and sidewalk cafe area Number 2 shall be ten (10) feet in length and three (3) feet in width for a total of one hundred two (102) square feet" and inserting in their place the words: "sidewalk cafe area Number 1 shall be nineteen and two-tenths (19.2) feet in length and ten and two-tenths (10.2) feet in width and sidewalk cafe area Number 2 shall be eleven and two-tenths (11.2) feet in length and five and four-tenths (5.4) feet in width for a total of two hundred fifty-six and thirty-two hundredths (256.32) square feet".

SECTION 2. This ordinance amendment shall be in effect upon its passage.

AMENDMENT OF ORDINANCE WHICH AUTHORIZED GRANT OF
PRIVILEGE TO CORNER BAKERY CAFE FOR SIDEWALK CAFE
ADJACENT TO 676 NORTH ST. CLAIR STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, October 3, 2006.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* an amendment to an ordinance passed by the City Council of the City of Chicago for Corner Bakery Cafe on April 26, 2006 and printed upon page 75665 of the *Journal of the Proceedings of the City Council of the City of Chicago* by deleting and adding language regarding compensation and dimensions of a sidewalk cafe. This ordinance was referred to the Committee on September 13, 2006.

This recommendation was concurred in unanimously by a viva voce vote of the members of the Committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS R. ALLEN,
Chairman.

On motion of Alderman Allen, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The ordinance passed by the City Council of the City of Chicago for Corner Bakery Cafe on April 26, 2006 and printed upon page 75665 of the *Journal*

of the Proceedings of the City Council of the City of Chicago is hereby amended by deleting the words: "sidewalk cafe area Number 1 shall be seventy-five (75) feet in length and eleven and four-tenths (11.4) feet in width for a total of one thousand eight hundred sixty and twelve-hundredths (1,860.12) square feet along East Erie Street. Compensation: \$4,278.28" and inserting in their place the words: "sidewalk cafe area Number 1 shall be one hundred four (104) feet in length and eleven and four-tenths (11.4) feet in width for a total of one thousand one hundred eighty-five and sixty hundredths (1,185.60) square feet along East Erie Street. Compensation: \$5,038.66".

SECTION 2. This ordinance amendment shall be in effect upon its passage.

AMENDMENT OF ORDINANCE WHICH AUTHORIZED GRANT OF
PRIVILEGE TO 175 SOPRAFFINA MARKET CAFFE L.L.C.
FOR SIDEWALK CAFE ADJACENT TO 175 WEST
JACKSON BOULEVARD.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, October 3, 2006.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* an amendment to an ordinance passed by the City Council of the City of Chicago for 175 Sopraffina Market Caffè L.L.C. on March 29, 2006 and printed upon page 73898 of the *Journal of the Proceedings of the City Council of the City of Chicago* by deleting and adding language regarding dimensions of a sidewalk cafe. This ordinance was referred to the Committee on September 13, 2006.

This recommendation was concurred in unanimously by a viva voce vote of the members of the Committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS R. ALLEN,
Chairman.

On motion of Alderman Allen, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The ordinance passed by the City Council of the City of Chicago for 175 Sopraffina Market Caffè L.L.C. on March 29, 2006 and printed upon page 73898 of the *Journal of the Proceedings of the City Council of the City of Chicago* is hereby amended by deleting the words: "sidewalk cafe area Number 1 shall be fourteen (14) feet in length and six (6) feet in width for a total of eighty-four (84) square feet" and inserting in their place the words: "sidewalk cafe area Number 1 shall be nineteen (19) feet in length and six (6) feet in width for a total of one hundred fourteen (114) square feet".

SECTION 2. This ordinance amendment shall be in effect upon its passage.

AUTHORIZATION FOR APPROVAL OF ANTONIO'S SUBDIVISION
IN AREA BOUNDED BY EAST 25TH STREET, SOUTH
DR. MARTIN LUTHER KING, JR. DRIVE, EAST 26TH
STREET AND SOUTH INDIANA AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, October 3, 2006.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* an ordinance for the proposed Antonio's Subdivision in the area bounded by East 25th Street, South Dr. Martin Luther King, Jr. Drive, East 26th Street and South Indiana Avenue (private street) for Eastgate Village Five Model, L.L.C., Eastgate Village 6, L.L.C. and Mercy Hospital and Medical Center. This ordinance was referred to the Committee on September 13, 2006.

This recommendation was concurred in unanimously by a viva voce vote of the members of the Committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS R. ALLEN,
Chairman.

On motion of Alderman Allen, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a proposed Antonio's Subdivision in the area bounded by East 25th Street, South Dr. Martin Luther King, Jr. Drive, East 26th Street and South Indiana Avenue (private street) for Eastgate Village Five Model, L.L.C., Eastgate Village 6, L.L.C. and Mercy Hospital and Medical Center (File Number 27-2-06-2973).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

AUTHORIZATION FOR APPROVAL OF AVONDALE RESUBDIVISION
IN AREA BOUNDED BY NORTH AVONDALE AVENUE,
NORTH HAMLIN AVENUE AND WEST
ADDISON STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, October 3, 2006.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* an ordinance for the proposed Avondale Resubdivision in the area bounded by North Avondale Avenue, North Hamlin Avenue and north of the north line of the east/west 16 foot public alley north of West Addison Street for Park National Bank under Trust Number 71-81194. This ordinance was referred to the Committee on September 13, 2006.

This recommendation was concurred in unanimously by a viva voce vote of the members of the Committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS R. ALLEN,
Chairman.

On motion of Alderman Allen, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a proposed Avondale Resubdivision in the area bounded by North Avondale Avenue, North Hamlin Avenue and north of the north line of the east/west 16 foot public alley north of West Addison Street for Park National Bank under Trust Number 71-81194 (File Number 23-30-06-2968).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

AUTHORIZATION FOR APPROVAL OF BLOCK 2 SUBDIVISION
FRONTING SOUTH INDIANA AVENUE AND
EAST ROOSEVELT ROAD.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, October 3, 2006.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* an ordinance for the proposed Block 2

Subdivision, having frontage on the east line of South Indiana Avenue, running south from the south line of East Roosevelt Road for a distance of 521.40 feet, and having frontage on the south line of East Roosevelt Road running east from the east line of South Indiana Avenue for a distance of 364.24 feet for Central Station, L.L.C. This ordinance was referred to the Committee on September 13, 2006.

This recommendation was concurred in unanimously by a viva voce vote of the members of the Committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS R. ALLEN,
Chairman.

On motion of Alderman Allen, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a proposed Block 2 Subdivision, having frontage on the east line of South Indiana Avenue running south from the south line of East Roosevelt Road for a distance of 521.40 feet, and having frontage on the south line of East Roosevelt Road running east from the east line of South Indiana Avenue for a distance of 364.24 feet for Central Station, L.L.C. (File Number 22-2-06-2938).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

AUTHORIZATION FOR APPROVAL OF EDGEBROOK GLEN I
SUBDIVISION BETWEEN WEST ARMSTRONG AVENUE
AND FIRST EAST/WEST PUBLIC ALLEY SOUTH
OF WEST ARDMORE AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, October 3, 2006.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* an ordinance for the proposed Edgebrook Glen I Subdivision in the area bounded by the east line of West Armstrong Avenue produced both northerly and southerly, lying south of the south line of the first 8 foot east/west public alley south of West Ardmore Avenue lying westerly of the westerly right-of-way line of the Canadian Pacific Railway (Metra). This ordinance was referred to the Committee on September 13, 2006.

This recommendation was concurred in unanimously by a viva voce vote of the members of the Committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS R. ALLEN,
Chairman.

On motion of Alderman Allen, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 46.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Alderman Allen invoked Rule 14 of the City Council's Rules of Order and Procedure, disclosing that he had a prior business relationship with the applicant in this ordinance.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a proposed Edgebrook Glen I Subdivision in the area bounded by the east line of West Armstrong Avenue produced both northerly and southerly, lying south of the south line of the first 8 foot east/west public alley south of West Ardmore Avenue, lying westerly of the westerly right-of-way line of Canadian Pacific Railway (Metra) for Edgebrook Glen, L.L.C. (File Number 4-45-06-2966).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

AUTHORIZATION FOR APPROVAL OF EDGEBROOK GLEN II
SUBDIVISION IN AREA BOUNDED BY WEST
ARDMORE AVENUE, NORTH INDIAN ROAD,
EAST/WEST PUBLIC ALLEY AND
NORTH LOCKWOOD AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, October 3, 2006.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* an ordinance for the proposed Edgebrook Glen II Subdivision in the area bounded by West Ardmore Avenue, North Indian Road, the north line of the east/west 8 foot public alley south of West Ardmore Avenue and east of a line 175 feet east of the east line of North Lockwood Avenue. This ordinance was referred to the Committee on September 13, 2006.

This recommendation was concurred in unanimously by a viva voce vote of the members of the Committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS R. ALLEN,
Chairman.

On motion of Alderman Allen, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 46

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Alderman Allen invoked Rule 14 of the City Council's Rules of Order and Procedure, disclosing that he had a prior business relationship with the applicant in this ordinance.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a proposed Edgebrook

Glen II Subdivision in the area bounded by West Ardmore Avenue, North Indian Road, the north line of the east/west 8 foot public alley south of West Ardmore Avenue and east of a line 175 feet east of the east line of North Lockwood Avenue for Edgebrook Glen, L.L.C. (File Number 4-45-06-2967).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

AUTHORIZATION FOR APPROVAL OF MARQUETTE VILLAGE
SUBDIVISION IN AREA BOUNDED BY SOUTH ROCKWELL
STREET, WEST 74TH STREET, BELT RAILWAY OF
CHICAGO AND SOUTH MOZART STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, October 3, 2006.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body Pass an ordinance for the proposed Marquette Village Subdivision in the area bounded by South Rockwell Street, West 74th Street, west of the northerly right-of-way line of the Belt Railway of Chicago and a line 163.61 feet, more or less, west of the southerly extension of the west line of South Mozart Street. This ordinance was referred to the Committee on September 13, 2006.

This recommendation was concurred in unanimously by a viva voce vote of the members of the Committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS R. ALLEN,
Chairman.

On motion of Alderman Allen, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schuler, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a proposed Marquette Village Subdivision in the area bounded by South Rockwell Street, West 74th Street, west of the northerly right-of-way line of the Belt Railway of Chicago and a line 163.61 feet, more or less, west of the southerly extension of the west line of South Mozart Street for SLRDM 7400 South Rockwell Development, L.L.C. (File Number 25-18-06-2971).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

AUTHORIZATION FOR APPROVAL OF THE RENAISSANCE
AT BEVERLY RIDGE SUBDIVISION IN AREA BOUNDED
BY WEST 105TH STREET, SOUTH THROOP STREET,
WEST 107TH STREET AND METRA EASTERLY
RIGHT-OF-WAY.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, October 3, 2006.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body Pass an ordinance for the proposed The Renaissance at Beverly Ridge Subdivision in the area bounded by West 105th Street, South Throop Street, West 107th Street and the easterly right-of-way of Metra (formerly the Chicago Rock Island and Pacific Railroad) for MGM/TGI/105th Street L.L.C.. This ordinance was referred to the Committee on September 13, 2006.

This recommendation was concurred in unanimously by a viva voce vote of the members of the Committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS R. ALLEN,
Chairman.

On motion of Alderman Allen, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a proposed The Renaissance at Beverly Ridge in the area bounded by West 105th Street, South Throop Street, West 107th Street and the easterly right-of-way line of Metra (formerly the Chicago Rock Island and Pacific Railroad) for MGM/TGI/105th Street L.L.C. (File Number 17-21-06-2975).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

AUTHORIZATION FOR APPROVAL OF PLAT OF RIVERSIDE
HOMES RESUBDIVISION IN AREA BOUNDED BY SOUTH
HILLOCK AVENUE, CHICAGO, ALTON AND ST. LOUIS
RAILROAD; SOUTH BRANCH OF CHICAGO RIVER
AND SOUTH LOCK STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, October 3, 2006.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* an ordinance for the proposed plat of Riverside Homes Resubdivision in the area bounded by a line approximately 124.61 feet southeasterly of the southeasterly line of South Hillock Avenue, the northwesterly right-of-way line of the Chicago, Alton and St. Louis Railroad, the easterly line of the south branch of the Chicago River and the southwesterly line of South Lock Street. This ordinance was referred to the Committee on September 13, 2006.

This recommendation was concurred in unanimously by a viva voce vote of the members of the Committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS R. ALLEN,
Chairman.

On motion of Alderman Allen, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schuller, Stone -- 46.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Alderman Burke invoked Rule 14 of the City Council's Rules of Order and Procedure, disclosing that he had represented parties to this ordinance in previous and unrelated matters.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a proposed plat of Riverside Homes Resubdivision in the area bounded by a line approximately 124.61 feet southeasterly of the southeasterly line of South Hillock Avenue, the northwesterly right-of-way line of the Chicago, Alton and St. Louis Railroad, the easterly line of the south branch of the Chicago River and the southwesterly line of South Lock Street for Riverside Homes, L.L.C. (File Number 29-11-06-2934).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

AUTHORIZATION FOR APPROVAL OF UNIVERSITY VILLAGE
EAST PHASE 3B SUBDIVISION IN AREA BOUNDED BY
SOUTH HALSTED STREET, WEST LIBERTY STREET,
WEST 14TH PLACE AND SOUTH UNION AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, October 3, 2006.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* an ordinance for the University Village East Phase 3B Subdivision in the area bounded by South Halsted Street, West Liberty Street, West 14th Place and South Union Avenue for the Board of Trustees of the University of Illinois. This ordinance was referred to the Committee on September 13, 2006.

This recommendation was concurred in unanimously by a viva voce vote of the members of the Committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS R. ALLEN,
Chairman.

On motion of Alderman Allen, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a proposed subdivision of University Village East Phase 3B in the area bounded by South Halsted Street, West Liberty Street, West 14th Place and South Union Avenue for the Board of Trustees of the University of Illinois (File Number 21-25-06-2972).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

AUTHORIZATION FOR APPROVAL OF RESUBDIVISION OF PORTIONS
OF LAND, PROPERTY AND SPACE IN AREA BOUNDED BY EAST
WALTON STREET, NORTH MICHIGAN AVENUE, EAST
DELAWARE PLACE AND NORTH RUSH STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, October 3, 2006.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* an ordinance for 900 Tower, L.L.C. proposed resubdivision of part of the land, property and space of Lots 1, 5 and 6 in 900 North Michigan in the block bounded by East Walton Street, North Michigan Avenue, East Delaware Place and North Rush Street. This ordinance was referred to the Committee on September 13, 2006.

This recommendation was concurred in unanimously by a viva voce vote of the members of the Committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS R. ALLEN,
Chairman.

On motion of Alderman Allen, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schuller, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a proposed resubdivision of part of the land, property and space of Lots 1, 5 and 6 in 900 North Michigan in the block bounded by East Walton Street, North Michigan Avenue, East Delaware Place and North Rush Street for 900 Tower, L.L.C. (File Number 3-42-06-2969).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

VACATION OF PORTIONS OF NORTH SAWYER AVENUE AND
SPECIFIED PUBLIC ALLEYS IN AREA BOUNDED BY
WEST GRAND AVENUE, NORTH KEDZIE AVENUE,
NORTH SAWYER AVENUE AND METRA
RAILROAD RIGHT-OF-WAY.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, October 3, 2006.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* an ordinance for the vacation of North Sawyer Avenue, also the 16 foot public alley and the east/west 16 foot public alley in the area bounded by West Grand Avenue, North Kedzie Avenue, the northeasterly right-of-way line of the Metra railroad and North Sawyer Avenue. This ordinance was referred to the Committee on September 13, 2006.

This recommendation was concurred in unanimously by a viva voce vote of the members of the Committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS R. ALLEN,
Chairman.

On motion of Alderman Allen, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schuler, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of local government pursuant to Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City has experienced a significant loss of industry and jobs in recent years, accompanied by a corresponding erosion of its tax base, due in part to industrial firms' inability to acquire additional property needed for their continued viability and growth; and

WHEREAS, Many firms adjoin streets and alleys that are no longer required for public use and might more productively be used for plant expansion and modernization, employee parking, improved security, truck loading areas, or other industrial uses; and

WHEREAS, The City would benefit from the vacation of these streets and alleys by reducing City expenditures on maintenance, repair and replacement; by reducing fly-dumping, vandalism and other criminal activity; and by expanding the City's property tax base; and

WHEREAS, The City can strengthen established industrial areas and expand the City's job base by encouraging the growth and modernization of existing industrial facilities through the vacation of public streets and alleys for reduced compensation; and

WHEREAS, The properties at 852 to 910 North Kedzie Avenue, the properties at 914 to 924 North Kedzie Avenue, the properties at 3201 to 3205 West Grand Avenue, the properties at 3227 to 3255 West Grand Avenue, the properties at 906

to 930 North Sawyer Avenue and the properties at 903 to 919 North Sawyer Avenue are owned by CJFM Properties, L.L.C., a firm employing ninety-five (95) full-time individuals in the manufacture of fence and guardrail; and

WHEREAS, The properties at 3207 to 3219 West Grand Avenue and the properties at 923 to 937 North Sawyer Avenue are owned by Jaidinger Properties, L.L.C., a firm employing two (2) full time and twenty-six (26) part-time individuals in the supply of restaurant equipment; and

WHEREAS, CJFM Properties, L.L.C. and Jaidinger Properties, L.L.C. propose to use the portions of street and alleys to be vacated herein for improved safety and to reduce fly dumping; and

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of public street and public alleys described in the following ordinance; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. All that part of North Sawyer Avenue lying northwesterly of the northwesterly line of Lot 1 in Block 1 in N. T. Wright's Subdivision of Lot 4 of the Superior Court Partition of the east half of Section 2, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, lying west of the west line of Lots 9 to 14, both inclusive, in resubdivision of Blocks 1, 2 and 3 of N. T. Wright's Subdivision of Lot 4 aforesaid, lying westerly of a line drawn from the most westerly corner of Lot 1 in Block 1 in N. T. Wright's Subdivision of Lot 4 aforesaid to the most northerly corner of Lot 9 in resubdivision of Blocks 1, 2 and 3 aforesaid, lying southeasterly of the southeasterly line of Lot 12 in Block 2 in N. T. Wright's Subdivision of Lot 4 aforesaid, lying east of the east line of Lots 5 to 8, both inclusive, in resubdivision of Blocks 1, 2 and 3 aforesaid, lying southeasterly and southerly of the southeasterly line of the vacated northwesterly/southeasterly 16 foot alley vacated by ordinance approved June 29, 1920 and recorded August 24, 1920 in the Office of the Recorder of Deeds of Cook County, Illinois, as Document Number 6921327, said southeasterly line of the vacated northwesterly/southeasterly 16 foot alley being described as a line drawn from the most southerly corner of Lot 12 in Block 2 in N. T. Wright's Subdivision of Lot 4 aforesaid to the northeast corner of Lot 5 in resubdivision of Blocks 1, 2 and 3 aforesaid, lying southwesterly of a line drawn from the most northerly corner of Lot 1 in Block 1 in N. T. Wright's Subdivision of Lot 4 aforesaid to the most easterly corner of Lot 12 in Block 2 in N. T. Wright's Subdivision of Lot 4 aforesaid and lying north and northerly of a line drawn from the southwest corner of Lot 14 in resubdivision of

Blocks 1, 2 and 3 aforesaid to the most southerly corner of Lot 8 in resubdivision of Blocks 1, 2 and 3 aforesaid,

Also,

all of the east/west and northwesterly/southeasterly 16 foot alleys lying southwesterly of the southwesterly line of Lots 1 to 6, both inclusive, in Block 1 in N. T. Wright's Subdivision of Lot 4 aforesaid, lying south of the south line of Lots 6, 7 and 8 in Block 1 in N. T. Wright's Subdivision of Lot 4 aforesaid, lying north of the north line of Lot 9 in Block 1 in N. T. Wright's Subdivision of Lot 4 aforesaid, lying northeasterly of the northeasterly line of Lot 9 in resubdivision of Blocks 1, 2 and 3 aforesaid, lying north of the north line of the vacated north/south 16 foot alley, vacated by ordinance approved August 22, 1963 by the City Council of the City of Chicago and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document Number 18932549, said north line of the vacated north/south 16 foot alley, being described in the last recorded document as, "a line drawn from the northwest corner of said Lot Nine (9) in Block One (1) of N. T. Wright's Subdivision" aforesaid "to the northeasterly corner of said Lot Nine (9) in resubdivision of parts of Blocks One (1), Two (2) and Three (3) of N. T. Wright's Subdivision", aforesaid, lying west of a line drawn from southeast corner of Lot 8 in Block 1 of N. T. Wright's Subdivision aforesaid to the northeast corner of Lot 9 in Block 1 of N. T. Wright's Subdivision aforesaid and lying easterly of a line drawn from the most westerly corner of Lot 1 in Block 1 in N. T. Wright's Subdivision of Lot 4 aforesaid to the most northerly corner of Lot 9 in resubdivision of Blocks 1, 2 and 3 aforesaid, said part of public street and public alleys herein vacated being further described as North Sawyer Avenue, lying between the southwesterly line of West Grand Avenue and the northeasterly right-of-way line of the Metra railroad (formerly the Chicago Milwaukee St. Paul and Pacific Railroad), also all of the remaining northwesterly/southeasterly 16 foot public alley and the east/west 16 foot public alley all in the area bounded by West Grand Avenue, North Kedzie Avenue, the northeasterly right-of-way line of the Metra railroad and North Sawyer Avenue as shaded and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same are hereby vacated and closed, inasmuch as the same are no longer required for public use and the public interest will be subserved by such vacations.

SECTION 2. The vacations herein provided for are made upon the express condition that within one hundred eighty (180) days after the passage of this ordinance, CJFM Properties, L.L.C. and Jaidinger Properties, L.L.C. shall deposit in the City Treasury of the City of Chicago a sum sufficient to defray the costs of

removing paving and curb returns and constructing sidewalk and curb across the entrance to that part of North Sawyer Avenue hereby vacated similar to the curb and walk along the southwesterly side of West Grand Avenue and removing paving and curb returns and constructing sidewalk and curb across the entrance to the public alleys hereby vacated similar to the sidewalk and curb along the west side of North Kedzie Avenue, between West Grand Avenue and West Chicago Avenue. The precise amount of the sum so deposited shall be ascertained by the Office of Emergency Management and Communications -- Traffic Management Authority, Permits Division after such investigation as is requisite.

SECTION 3. The Commissioner of Transportation is hereby authorized to accept, subject to the approval of the Corporation Counsel as to form and legality, and on behalf of the City of Chicago, the benefits of a covenant or similar instrument restricting the use of the public way vacated by this ordinance to the manufacturing (including production, processing, cleaning, servicing, testing and repair) of materials, goods or products only and for those structures and additional uses which are reasonably necessary to permit such manufacturing use including the location of necessary facilities, storage, employee and customer parking, and similar other uses and facilities. Such covenant shall be enforceable in law or in equity and shall be deemed to provide for reconveyance of the property to the city upon substantial breach of the terms and conditions thereof. The benefits of such covenant shall be deemed in gross to the City of Chicago, its successors and assigns, and the burdens of such covenant shall run with and burden the public way vacated by this ordinance. The covenant may be released or abandoned by the City only upon approval of the City Council which may condition its approval upon the payment of such additional compensation which it deems to be equal to the benefits accruing because of the vacation of the public way with restrictions on its use.

SECTION 4. The vacations herein provided for are made upon the express condition that within one hundred eighty (180) days after the passage of this ordinance, CJFM Properties, L.L.C. and Jaidinger Properties, L.L.C. shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with a restrictive covenant complying with Section 3 of this ordinance, approved by the Corporation Counsel and an attached drawing approved by the Superintendent of Maps.

SECTION 5. This ordinance shall take effect and be in force from and after its passage.

[Drawing and legal description referred to in this ordinance
printed on page 88355 of this *Journal*.]

Ordinance associated with this drawing printed on pages 88352 through 88354 of this Journal.

"A"

N.T Wright's Sub. of Lot 4 of the Superior Court Partition of the E. 1/2 of Sec. 2-39-13.

"B"

Resub. of parts of Blocks 1, 2, and 3 of N.T. Wright's Sub of Lot 4 of the Superior Court Partition of the E. 1/2 of Sec. 2-39-13.

"C"

Vacated by Ordinance passed June 29, 1920.
Rec. Aug. 24, 1920.

Doc.# 6921327

"D"

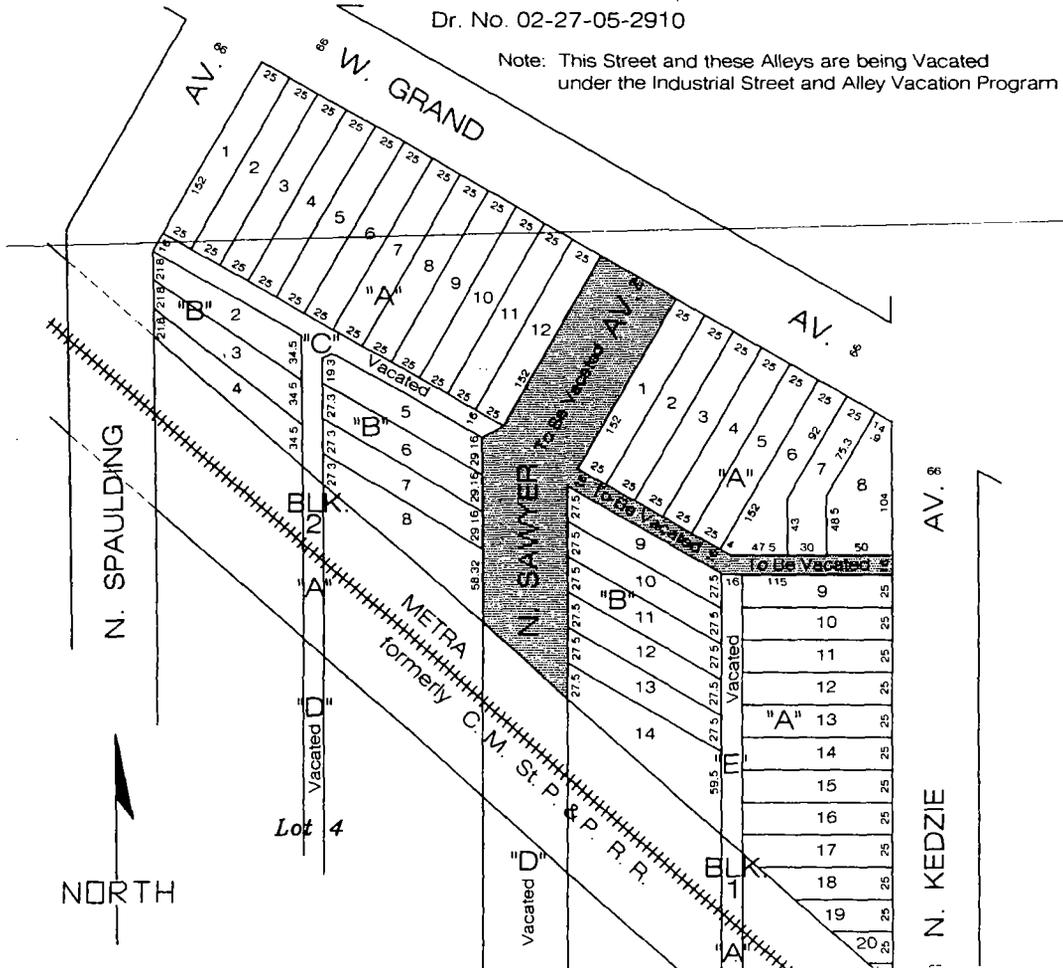
Vacated by Ordinance passed Nov. 4, 1954.
Rec. Dec. 1, 1954.

Doc.# 16086009

"E"

Vacated by Ordinance passed Aug. 22, 1963.
Rec. Oct. 4, 1963.

Doc.# 18932549



VACATION OF PORTION OF WEST 51ST PLACE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, October 3, 2006.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* an ordinance for the vacation of West 51st Place (33 feet wide) lying between the east line of South Oakley Avenue and a line 445.6 feet east of the east line of South Oakley Avenue (measured along the north line of West 51st Place). This ordinance was referred to the Committee on September 13, 2006.

This recommendation was concurred in unanimously by a viva voce vote of the members of the Committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS R. ALLEN,
Chairman.

On motion of Alderman Allen, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 46.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Alderman Burke invoked Rule 14 of the City Council's Rules of Order and Procedure, disclosing that he had represented parties to this ordinance in previous and unrelated matters.

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of public street described in the following ordinance; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. All that part of West 51st Place (33 feet wide) lying north of the north line of Lot 6 in N.P. Iglehart's Subdivision of the southwest quarter of Section 7, Township 38 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois, lying south of the south line of Lots 21 to 37, both inclusive, in Block 2 in subdivision of Lots 2 and 3 in N.P. Iglehart's Subdivision aforesaid (except the east 110 feet of Lot 2 and the east 182 feet of Lot 3 and except the west 200 feet of said lots), lying east of the southerly extension of the west line of Lot 21 in Block 2 in subdivision of Lots 2 and 3 aforesaid and lying west of the southerly extension of the east line of Lot 37 in Block 2 in subdivision of Lots 2 and 3 aforesaid, said part of public street herein vacated being further described as West 51st Place (33 feet wide) lying between the east line of South Oakley Avenue and a line 445.6 feet, more or less, east of the east line of South Oakley Avenue (measured along the north line of West 51st Place) as shaded and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The City of Chicago hereby reserves for the benefit of Commonwealth Edison and Ameritech Illinois, their successors or assigns, an easement to operate, maintain, construct, replace, and renew overhead poles, wires, and associated equipment and underground conduit, cables, and associated equipment for the transmission and distribution of electrical energy and telephonic and associated

services under, over, and along that part of public street, as herein vacated, with the right of ingress and egress.

SECTION 3. The City of Chicago hereby reserves that part of public street as herein vacated, as a right-of-way for an existing sewer and for the installation of any additional sewers or other municipally-owned service facilities now located or which in the future may be located in that part of public street as herein vacated, and for the maintenance, renewal and reconstruction of such facilities. It is further provided that no buildings or other structures shall be erected on said right-of-way herein reserved or other use made of said area, which in the judgment of the respective municipal officials having control of the aforesaid service facilities would interfere with the use, maintenance, renewal, or reconstruction of said facilities, or the construction of additional municipally-owned service facilities.

SECTION 4. The vacation herein provided for is made upon the express condition that within one hundred eighty (180) days after the passage of this ordinance, LaSalle National Bank, as trustee, Trust Number 112039-10, shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said part of public street hereby vacated the sum of One Hundred Twenty-seven Thousand Two Hundred and no/100 Dollars (\$127,200.00), which sum in the judgment of this body will be equal to such benefits.

SECTION 5. The vacation herein provided for is made upon the express condition that within one hundred eighty (180) days after the passage of this ordinance, LaSalle Bank, as trustee, Trust Number 112039-10, shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois a certified copy of this ordinance, together with an attached drawing approved by the Superintendent of Maps.

SECTION 6. This ordinance shall take effect and be in force from and after its passage.

[Drawing and legal description referred to in this ordinance
printed on page 88359 of this *Journal*.]

Ordinance associated with this drawing printed on pages 88357 and 88358 of this *Journal*.

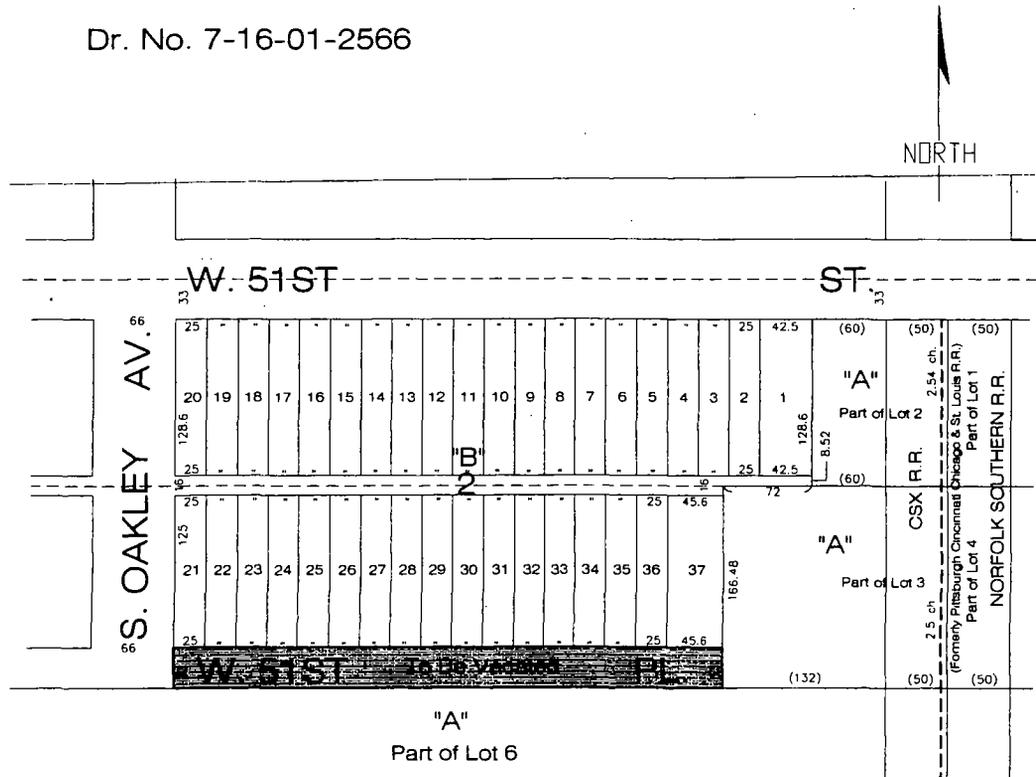
"A"

N.P. Iglehart's Subdivision of the S.W. 1/4 of Section 7-38-14.

"B"

Subdivision of Lots 2 & 3 in N.P. Iglehart's Subdivision of the S.W. 1/4 of Section 7-38-14 (except the E. 110 ft. of Lot 2 and E. 182 ft. of Lot 3 and except the W. 200 ft. of said Lots).

Dr. No. 7-16-01-2566



VACATION OF PORTION OF PUBLIC ALLEY IN BLOCK BOUNDED
BY WEST DEVON AVENUE, WEST ROSEMONT AVENUE,
NORTH ALBANY AVENUE AND NORTH WHIPPLE STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, October 3, 2006.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* an ordinance for the vacation of the east 124 feet, more or less, of the east/west 16 foot public alley in the block bounded by West Devon Avenue, West Rosemont Avenue, North Albany Avenue and North Whipple Street. This ordinance was referred to the Committee on September 13, 2006.

This recommendation was concurred in unanimously by a viva voce vote of the members of the Committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS R. ALLEN,
Chairman.

On motion of Alderman Allen, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of local government pursuant to Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City wishes to support the charitable, educational and philanthropic activities of established not-for-profit corporations and encourage the continued viability and growth of such activities; and

WHEREAS, Many not-for-profit corporations own property that adjoins streets and alleys that are no longer required for public use and might more productively be used in furtherance of such activities; and

WHEREAS, The City would benefit from the vacation of these streets and alleys by reducing City expenditures on maintenance, repair and replacement; by reducing fly-dumping, vandalism and other criminal activity; and by providing support for such charitable, educational and philanthropic activities; and

WHEREAS, The City can promote strong communities by facilitating services to the public, and increase the City's job base through the vacation of public streets and alleys for no compensation; and

WHEREAS, The properties at 3035 to 3047 West Devon Avenue, along with the properties at 6342 North Whipple Street and the properties at 6346 to 6356 North Whipple Street are owned by Congregation Shaarei Tfilo Bnei Ruven Nusach Hoari, an Illinois not-for-profit religious corporation; and

WHEREAS, Congregation Shaarei Tfilo Bnei Ruven Nusach Hoari, an Illinois not-for-profit religious corporation, operates a guest house; and

WHEREAS, Congregation Shaarei Tfilo Bnei Ruven Nusach Hoari, an Illinois not-for-profit religious corporation, proposes to use the portion of the east/west 16 foot public alley as a parking area and as a private pedestrian entry to the guest house; and

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the

public interest to be subserved is such as to warrant the vacation of part of public alley described in the following ordinance; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. All that part of the east/west 16 foot public alley lying south of the south line of Lots 11 to 15, both inclusive, lying north of the north line of Lot 224, lying west of a line drawn from the southeast corner of Lot 11 to the northeast corner of Lot 224 and lying east of the northerly extension of the west line of Lot 224, all in Krenn and Dato's Devon-Kedzie Addition to North Edgewater, being a subdivision of the northwest quarter of the northwest quarter of Section 1, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, said part of public alley herein vacated being further described as the east 124 feet, more or less, of the east/west 16 foot public alley in the block bounded by West Devon Avenue, West Rosemont Avenue, North Albany Avenue and North Whipple Street as shaded and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The City of Chicago hereby reserves for the benefit of Commonwealth Edison Company and RCN, their successors or assigns, an easement to operate, maintain, construct, replace and renew overhead poles, wires and associated equipment and underground conduit, cables and associated equipment for the transmission and distribution of electrical energy and telephonic, telecommunications and associated services under, over and along that part of the public alley as herein vacated, with the right of ingress and egress.

SECTION 3. The vacation herein provided for is made upon the express condition that within one hundred eighty (180) days after the passage of this ordinance Congregation Shaarei Tfilo Bnei Ruven Nusach Hoari, an Illinois not-for-profit religious corporation, shall deposit in the City Treasury of the City of Chicago a sum sufficient to defray the costs of removing paving and curb returns and constructing sidewalk and curb across the entrance of that part of the alley hereby vacated similar to the sidewalk and curb along the west side of North Whipple Street between West Devon Avenue and West Rosemont Avenue. The precise amount of the sum so deposited shall be ascertained by the Office of Emergency Management and Communications -- Traffic Management Authority, Permits Division after such investigation as is requisite.

SECTION 4. The nonprofit corporation must execute a restrictive covenant or other agreement or instrument approved by the Corporation Counsel, restricting the use and improvement of the public way vacated in Section 1 of this ordinance solely to nonreligious social service purposes which includes, but shall not be

limited to: guest house parking and as a private entry for the guest house to be constructed solely in furtherance of the nonprofit corporation's secular educational and community activities and for such use and improvements that are necessary thereto, as that term is defined in the Chicago Zoning Ordinance. Such uses and improvements are to be owned and operated by a nonprofit corporation. The restriction on use and improvement in the covenant, agreement or instrument shall not expire so long as the nonprofit corporation remains in title and upon breach of such restriction the public way herein vacated shall revert to the City and it shall be subject to the terms and conditions of the dedication by which was heretofore held by the City. This restriction may be released by the City only upon approval of the City Council which may condition its approval upon the payment of compensation which it deems to be equal to the benefits accruing because of the release. The Commissioner of the Department of Transportation is authorized to accept the executed restrictive covenant, agreement or other instrument restricting the use and improvement of the public way.

SECTION 5. The vacation herein provided for is made upon the express condition that within one hundred eighty (180) days after the passage of this ordinance, the Congregation Shaarei Tfilo Bnei Ruven Nusach Hoari, an Illinois not-for-profit corporation, shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with an attached drawing approved by the Superintendent of Maps.

SECTION 6. This ordinance shall take effect and be in force from and after its passage.

[Drawing and legal description referred to in this ordinance printed on page 88364 of this *Journal*.]

VACATION OF PUBLIC ALLEY IN BLOCK BOUNDED BY SOUTH HALSTED STREET, WEST 35TH STREET, SOUTH LITUANICA AVENUE AND WEST 34TH PLACE.

The Committee on Transportation and Public Way submitted the following report:

(Continued on page 88365)

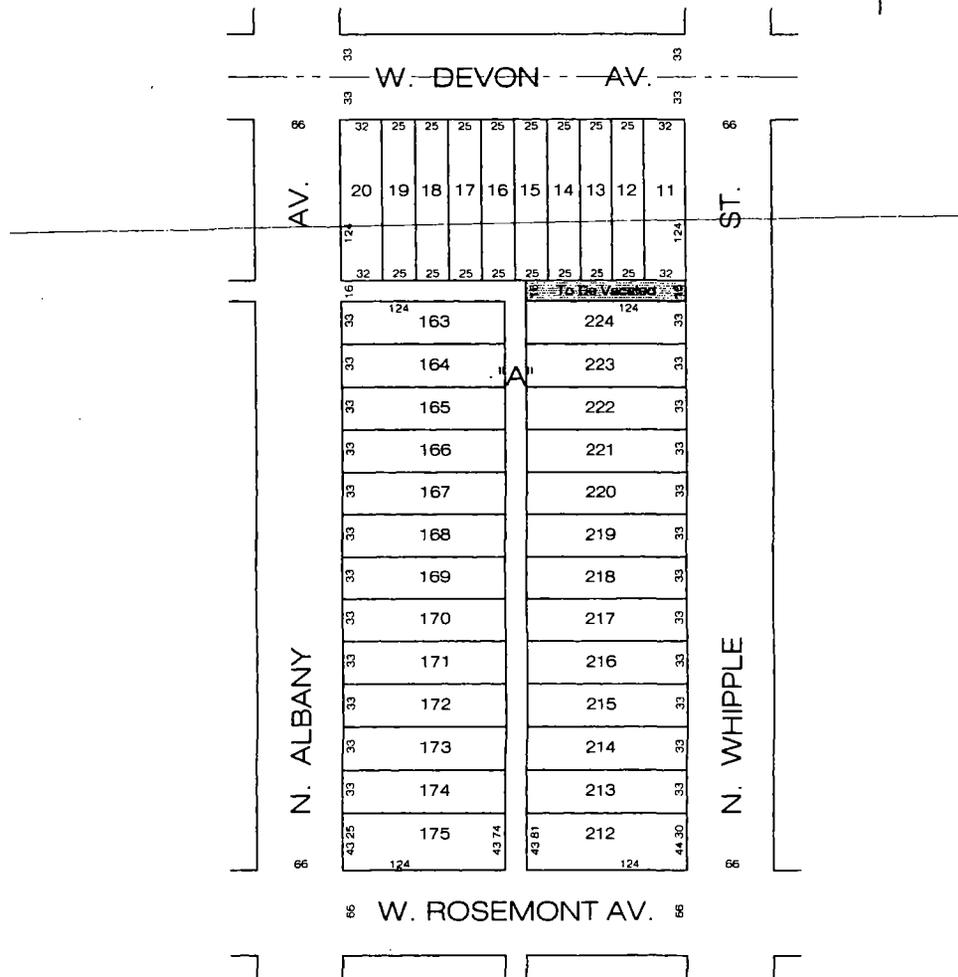
Ordinance associated with this drawing and legal description printed on pages 88362 and 88363 of this *Journal*.

"A"

Krenn and Dato's Devon - Kedzie Add. to North Edgewater being a Sub. of the N.W. ¼ of the N.W.¼ of Sec. 1-40-13.

Note: This Alley is being Vacated under the Not-for-Profit Street and Alley Vacation Program.

Dr. No. 01-50-06-2939



(Continued from page 88363)

CHICAGO, October 3, 2006.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* an ordinance for the vacation of the first north/south 16 foot public alley west of South Halsted Street, lying south of the south line of the east/west 16 foot public alley extended east in the block bounded by South Halsted Street, West 35th Street, South Lituanica Avenue and West 34th Place. This ordinance was referred to the Committee on March 9, 2005.

This recommendation was concurred in unanimously by a viva voce vote of the members of the Committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS R. ALLEN,
Chairman.

On motion of Alderman Allen, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of public alley described in the following ordinance; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. All of the north/south 16 foot public alley lying west of the west line of Lots 55 to 60, both inclusive, lying east and northeasterly of the east and northeasterly lines of Lot 96, lying south of the easterly extension of the north line of Lot 96 and lying north of a line drawn from the southwest corner of Lot 60 to the southeast corner of Lot 96 all in Block 4 in Brown's Addition to Chicago, being the south 45 acres of the east half of the northeast quarter of Section 32, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois; said public alley herein vacated being further described as the first north/south 16 foot public alley west of South Halsted Street, lying south of the south line of of the east/west 16 foot public alley extended east in the block bounded by South Halsted Street, West 35th Street, South Lituania Avenue and West 34th Place as shaded and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The City of Chicago hereby reserves the public alley as herein vacated, as a right-of-way for existing city electrical facilities, and for the maintenance, renewal and reconstruction of said facilities or the construction of additional municipally-owned electrical facilities. It is further provided that no buildings or other structures shall be erected on the said right-of-way herein reserved or other use made of said area which in the judgment of the respective municipal officials having control of the aforesaid service facilities would interfere with the use, maintenance, renewal and reconstruction of said facilities, or the construction of additional municipally-owned service facilities.

SECTION 3. The City of Chicago hereby reserves for the benefit of Commonwealth Edison, SBC and Comcast, their successors or assigns, an easement to operate, maintain, construct, replace and renew overhead poles, wires and associated equipment and underground conduit, cables and associated equipment for the transmission and distribution of electrical energy and telephonic and telecommunications and associated services under, over and along the public alley as herein vacated, with the right of ingress and egress.

SECTION 4. The vacation herein provided for is made upon the express condition that within one hundred eighty (180) days after the passage of this ordinance, Acre Development, L.L.C. shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said public alley hereby vacated the sum of One Hundred Twenty-three Thousand Five Hundred and no/100 Dollars (\$123,500.00), which sum in the judgment of this body will be equal to such benefits; and further, shall within one hundred eighty (180) days after the passage of this ordinance, deposit in the City Treasury of the City of Chicago a sum sufficient to defray the costs of

removing paving and curb returns and constructing sidewalk and curb across the entrance to the public alley hereby vacated, similar to the sidewalk and curb in West 35th Street between South Lituania Avenue and South Halsted Street.

SECTION 5. The vacation herein provided for is made upon the express condition that within one hundred eighty (180) days after the passage of this ordinance, Acre Development, L.L.C. shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois a certified copy of this ordinance, together with an attached drawing approved by the Superintendent of Maps.

SECTION 6. This ordinance shall take effect and be in force from and after its passage.

[Drawing and legal description referred to in this ordinance
printed on page 88368 of this *Journal*.]

VACATION OF PUBLIC ALLEYS IN BLOCK BOUNDED BY EAST
92ND STREET, EAST 93RD STREET, SOUTH BURLEY AVENUE
AND SOUTH HARBOR AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, October 3, 2006.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* an ordinance for the vacation of all of

(Continued on page 88369)

Ordinance associated with this drawing and legal description printed on pages 88366 and 88367 of this *Journal*.

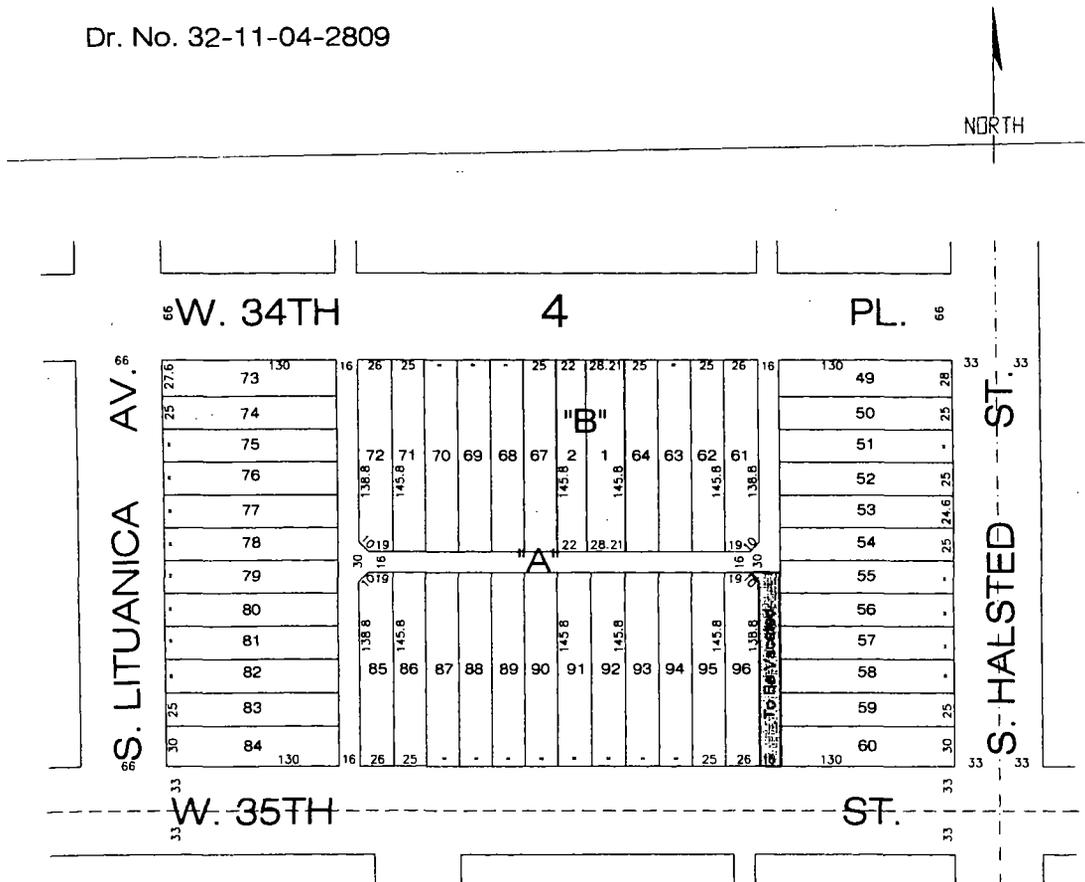
"A"

Brown's Addition to Chicago being the S. 45 acres of the E. 1/2 of the N.E. 1/4 of Section 32-39-14.

"B"

Owners Division of Lots 65 and 66 in Block 4 in Brown's Addition to Chicago, etc. (See "A").

Dr. No. 32-11-04-2809



(Continued from page 88367)

the public alleys in the block bounded by East 92nd Street, East 93rd Street, South Burley Avenue and South Harbor Avenue. This ordinance was referred to the Committee on September 13, 2006.

This recommendation was concurred in unanimously by a viva voce vote of the members of the Committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS R. ALLEN,
Chairman.

On motion of Alderman Allen, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of public use and the public interest to be subserved is such as to warrant the vacation of public alleys described in the following ordinance; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. All of the north/south, east/west, northeasterly/southwesterly 20

foot public alleys and sundry alleys in the block bounded by East 92nd Street, East 93rd Street, South Burley Avenue and South Harbor Avenue and described as lying northwesterly of the northwesterly line of Lots 3 to 9, both inclusive, lying northerly of the northerly line of Lots 10 and 11, lying westerly of the westerly line of Lot 12, lying west of the west line of Lot 13, lying west and northwesterly of the west and northwesterly lines of Lot 14, lying northwesterly of the northwesterly lines of Lots 15 to 22, both inclusive, lying southeasterly of the southeasterly line of Lots 26, 27 and 28, lying east of the east line of Lots 28 to 31, both inclusive, lying north of the north line of Lot 31, lying south of the south line of Lots 32 to 41, both inclusive, lying southeasterly of the southeasterly line of Lots 41, 42 and 43, lying westerly of a line drawn from the most northerly corner of Lot 3 to the east corner of Lot 43, lying east and northeast of a line drawn from the intersection of the northwest and the west lines of Lot 22 to the most southerly corner of Lot 26, and lying east of a line drawn from the northwest corner of Lot 31 to the southwest corner of Lot 32, all in Block 88 in South Chicago, being a subdivision by the Calumet and Chicago Canal and Dock Company, of the east half of the west half and parts of the east fractional half of fractional Section 6, north of the Indian Boundary Line and that part of fractional Section 6, south of the Indian Boundary Line, lying north of the Michigan Southern Railroad, and fractional Section 5, north of the Indian Boundary Line, all in Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois, said public alleys herein vacated being further described as all of the public alleys in the block bounded by East 92nd Street, East 93rd Street, South Burley Avenue and South Harbor Avenue, as shaded and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty is hereby made a part of this ordinance, be and the same are hereby vacated and closed, inasmuch as the same are no longer required for public use and the public interest will be subserved by such vacations.

SECTION 2. The vacations herein provided for are made upon the express condition that within one hundred eighty (180) days after the passage of this ordinance, the City of Chicago, Department of Planning and Development, shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois a certified copy of this ordinance, together with an attached drawing approved by the Superintendent of Maps.

SECTION 3. This ordinance shall take effect and be in force from and after its passage.

[Drawing and legal description referred to in this ordinance
printed on page 88371 of this *Journal*.]

Ordinance associated with this drawing and legal description printed on pages 88369 and 88370 of this *Journal*.

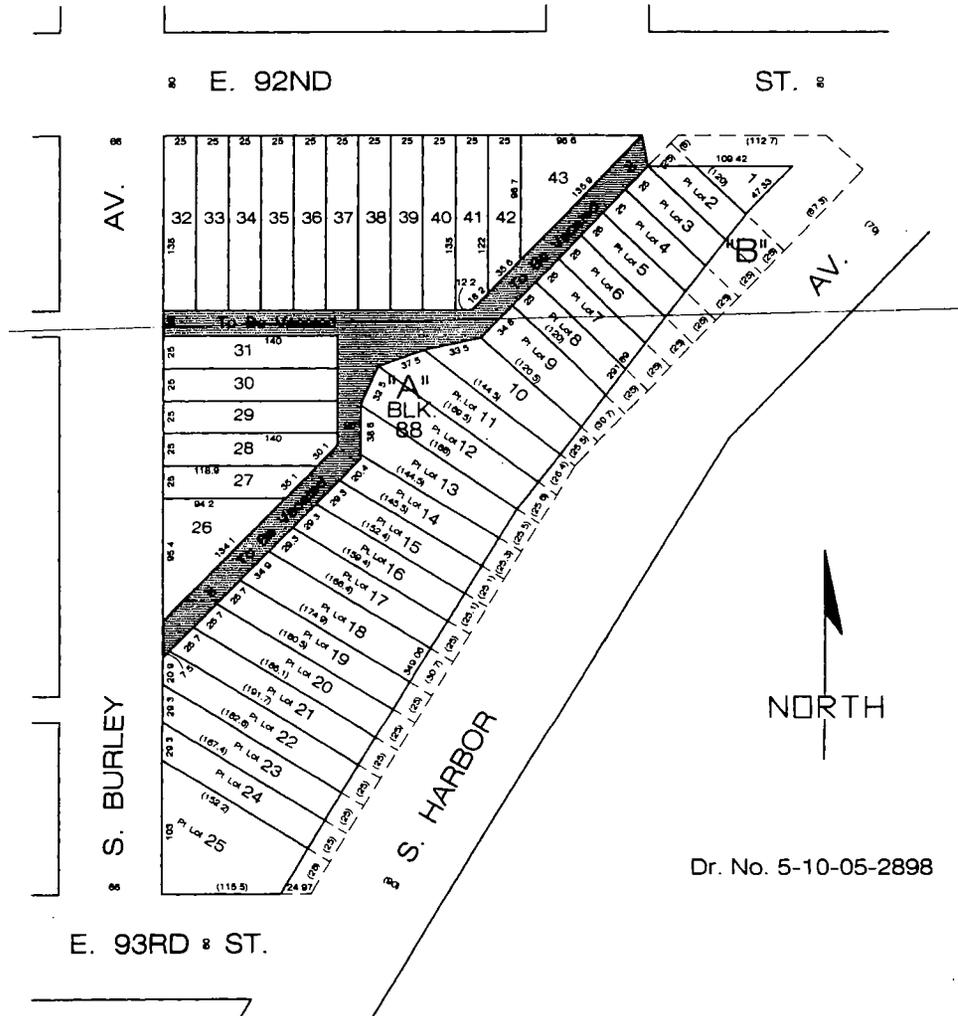
"A"

South Chicago, being a Sub. by the Calumet & Chicago Canal & Dock. Co., of the E. 1/2 of the W. 1/2 and parts of the E. 1/2 of Frac. Sec. 6, N. of the I.B.L., and that part of Frac. Sec. 6, S. of the I.B.L. lying N. of the Mich. So. R.R., and Frac. Sec. 5, N. of the I.B.L., all in T. 37N. R. 15E.

"B"

Ordinance for Widening S. Harbor Av.
Rec. Sept. 9, 2005.

Doc.# 0525534031



TIME EXTENSION GRANTED FOR VACATION OF PORTION
OF PUBLIC ALLEY IN BLOCK BOUNDED BY WEST
63RD STREET, SOUTH TROY STREET, WEST
64TH STREET AND SOUTH
KEDZIE AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, October 3, 2006.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body Pass a time extension ordinance for the vacation of the east/west 16 foot public alley running east from the east line of South Kedzie Avenue in the block bounded by West 63rd Street, South Troy Street, West 64th Street and South Kedzie Avenue. This ordinance was referred to the Committee on September 13, 2006.

This recommendation was concurred in unanimously by a viva voce vote of the members of the Committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS R. ALLEN,
Chairman.

On motion of Alderman Allen, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, An ordinance was passed by the City Council of the City of Chicago January 11, 2006, appearing on page 68307 and pages 68309 to 68312, both inclusive, of the *Journal of the Proceedings of the City Council of the City of Chicago* of said date, providing for, "Vacation of Portion of Public Alley in Block Bounded by West 63rd Street, South Troy Street, West 64th Street and South Kedzie Avenue"; and

WHEREAS, Said ordinance was not recorded within the one hundred eighty (180) day time period as provided in said ordinance; and

WHEREAS, The time period for recording said ordinance has expired; and

WHEREAS, The City Council of the City of Chicago desires to extend such time period for one hundred eighty (180) days; and

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of public alley described in the following ordinance; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. All that part of the east/west 16 foot public alley lying south of the south line of Lots 6 to 10, both inclusive, lying north of the north line of Lot 46, lying east of a line drawn from the southwest corner of Lot 10 to the northwest corner of Lot 46 and lying west of a line drawn from the southeast corner of Lot 6 to the northeast corner of Lot 46 all in Block 4 in East Chicago Lawn, being J. A. Campbell's Subdivision of the north half of the northwest quarter of the northwest quarter of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois; said part of public alley herein vacated being further described as the west 125.07 feet, more or less, of the east/west 16 foot public alley running east from the east line of South Kedzie Avenue in the block bounded by West 63rd Street, South Troy Street, West 64th Street and South Kedzie Avenue as shaded and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The City of Chicago hereby reserves that part of the public alley as herein vacated, as a right-of-way for an existing sewer and for the installation of any additional sewers or other municipally-owned service facilities now located or which in the future may be located in that part of the public alley as herein vacated, and for the maintenance, renewal and reconstruction of such facilities. It is further provided that no buildings or other structures shall be erected on said right-of-way herein reserved or other use made of said area, which in the judgment of the respective municipal officials having control of the aforesaid service facilities would interfere with the use, maintenance, renewal or reconstruction of said facilities, or the construction of additional municipally-owned service facilities.

The City of Chicago hereby reserves that part of the public alley as herein vacated, as a right-of-way for existing city electrical facilities, and for the maintenance, renewal and reconstruction of said facilities or the construction of additional municipally-owned electrical facilities. It is further provided that no buildings or other structures shall be erected on the said right-of-way herein reserved or other use made of said area which in the judgment of the respective municipal officials having control of the aforesaid service facilities would interfere with the use, maintenance, renewal and reconstruction of said facilities, or the construction of additional municipally-owned service facilities.

SECTION 3. The City of Chicago hereby reserves for the benefit of Commonwealth Edison Company, their successors or assigns, an easement to operate, maintain, construct, replace and renew overhead poles, wires and associated equipment, and underground conduit, cables and associated equipment for the transmission and distribution of electric energy under, over and along that part of the public alley as here in vacated with the right of ingress and egress.

SECTION 4. The vacation herein provided for is made upon the express condition that within one hundred eighty (180) days after the passage of this ordinance, the Amcore Investment Group, N.A., as trustee, under Trust Number 03-14881, shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said part of public alley the sum of _____ Dollars (\$ _____), which sum in the judgment of this body will be equal to such benefits; and further, shall within one hundred eighty (180) days after the passage of this ordinance, deposit in the City Treasury of City of Chicago a sum sufficient to defray the costs of removing paving and curb returns and constructing sidewalk and curb across the entrance to that part of the public alley hereby vacated, similar to the sidewalk and curb in South Kedzie Avenue between West 63rd Street and West 64th Street. The precise amount of the sum so deposited shall be ascertained by the Office of Emergency Management and Communications -- Traffic Management Authority, Permits Division after such investigation as is requisite and deposited to the Chicago Department of Revenue.

SECTION 5. The vacation herein provided for is made upon the express condition that within one hundred eighty (180) days after the passage of this ordinance, the Amcore Investment Group, N.A., as trustee, under Trust Number 03-14881, shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois a certified copy of this ordinance, together with an attached drawing approved by the Superintendent of Maps.

SECTION 6. This ordinance shall take effect and be in force from and after its passage.

[Drawing and legal description referred to in this ordinance
printed on page 88376 of this *Journal*.]

AMENDMENT OF ORDINANCE WHICH AUTHORIZED VACATION OF
PORTION OF PUBLIC ALLEY IN BLOCK BOUNDED BY WEST
ROOSEVELT ROAD, WEST WASHBURNE AVENUE, SOUTH
OAKLEY AVENUE AND SOUTH LEAVITT STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, October 3, 2006.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* an ordinance amending an ordinance passed on March 1, 2006 (*Journal of the Proceedings of the City Council of the City of Chicago*, pages 71944 -- 71947) ("Vacation Ordinance") vacating a portion of the public alley in the block bounded by South Oakley Avenue, West Roosevelt Road, South Leavitt Street and West Washburne Avenue, which Section 2 of the Vacation Ordinance contains incorrect utility reservations and therefore, requesting that Section 2 of the Vacation Ordinance be stricken. This ordinance was referred to the Committee on September 13, 2006.

(Continued on page 88377)

Ordinance associated with this drawing and legal description printed on pages 88373 through 88375 of this Journal.

"A"

East Chicago Lawn being J. A. Campbell's Sub. of the N. 1/2 of the N.W. 1/4 of the N.W. 1/4 of Section 24-38-13.

"B"

Dedication for public alley of the S. 16 ft. of lot 12 also the N. 9 ft. of the W. 25 ft. of the E. 66.12 ft. of lot 11 all in Block 4 East Chicago Lawn being Campbell's Sub.
Rec. Aug. 4, 1927

Doc.# 9738650

"C"

Vacated by Ordinance passed July 13, 1927
Rec. Aug. 4, 1927

Doc.# 9738651

"D"

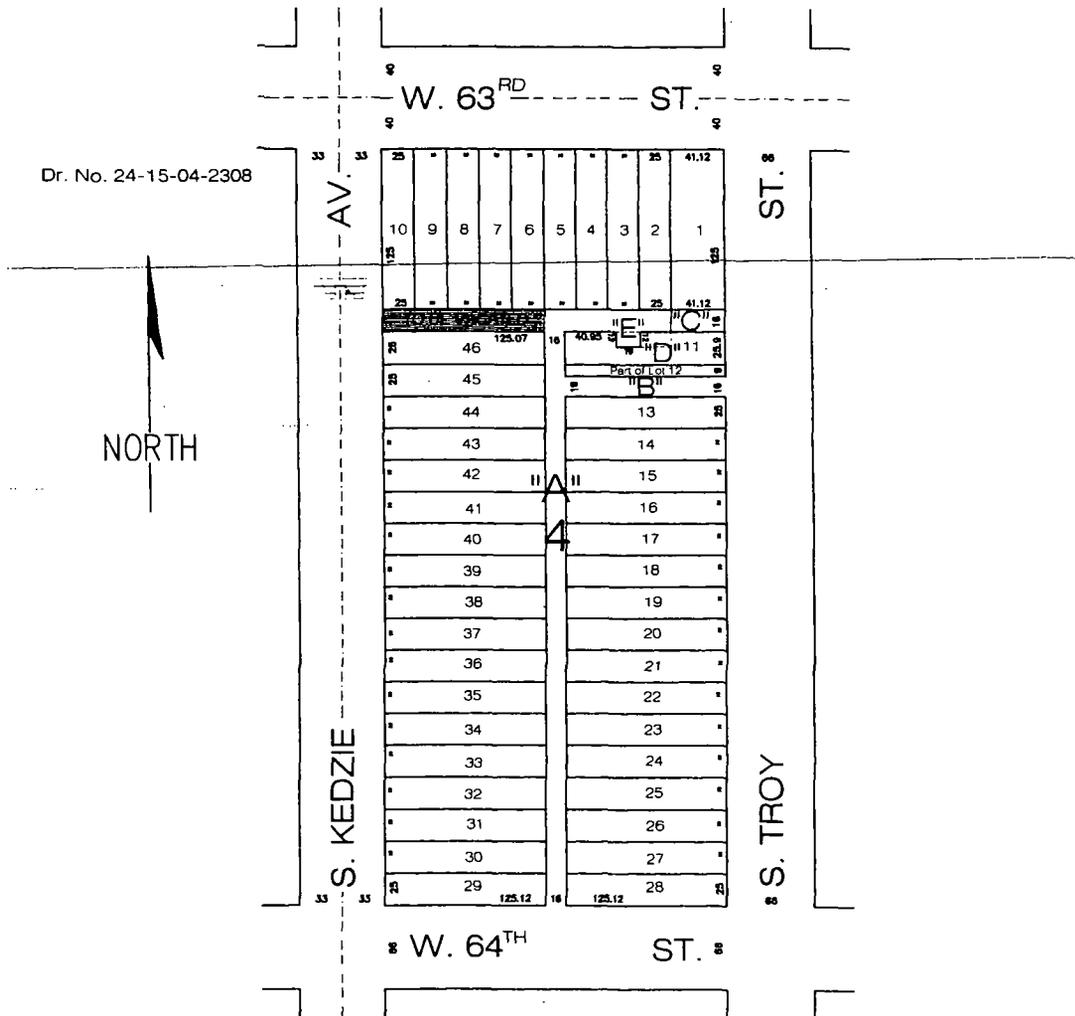
Vacated by Ordinance passed Oct. 31, 1940
Rec. Nov. 12, 1940

Doc.# 12577229

"E"

Easement for public alley
Rec. Nov. 12, 1940

Doc.# 12577230



(Continued from page 88375)

This recommendation was concurred in unanimously by a viva voce vote of the members of the Committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS R. ALLEN,
Chairman.

On motion of Alderman Allen, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City passed an ordinance on March 1, 2006 (*Journal of the Proceedings of the City Council of the City of Chicago*, pages 71944 -- 71947) ("Vacation Ordinance") vacating a portion of the public alley in the block bounded by South Oakley Avenue, West Roosevelt Road, South Leavitt Street and West Washburne Avenue; and

WHEREAS, Section 2 of the Vacation Ordinance contains incorrect utility reservations; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The foregoing recitals are hereby incorporated herein and adopted as the findings of the City Council.

SECTION 2. Section 2 of the Vacation Ordinance be stricken.

SECTION 3. This ordinance shall take effect and be in force from and after its passage and approval.

REPEAL OF ORDINANCE WHICH ESTABLISHED TAXICAB
STAND NUMBER 253 ON PORTION OF
WEST GOETHE STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, October 3, 2006.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* an ordinance authorizing and directing the Commissioner of Transportation to repeal Taxicab Stand Number 253 located on West Goethe Street. This ordinance was referred to the Committee on September 13, 2006.

This recommendation was concurred in unanimously by a viva voce vote of the members of the Committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS R. ALLEN,
Chairman.

On motion of Alderman Allen, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Commissioner of the Department of Transportation is hereby authorized and directed to cause the repeal of Taxicab Stand Number 253, which is located on West Goethe Street.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

AUTHORIZATION FOR CONSTRUCTION OF TRAFFIC
CIRCLES AT SPECIFIED LOCATIONS.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, October 3, 2006.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances authorizing and directing the Commissioner of Transportation to construct traffic circles at various intersections. These ordinances were referred to the Committee on September 13, 2006.

This recommendation was concurred in unanimously by a viva voce vote of the members of the Committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS R. ALLEN,
Chairman.

On motion of Alderman Allen, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Said ordinances passed read as follows: (the italic heading each case not being a part of the ordinance):

*Intersection Of West 112th Street
And South Racine Avenue.*

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Commissioner of Transportation is hereby authorized and directed to construct a traffic circle at the following location:

in the intersection of West 112th Street and South Racine Avenue.

SECTION 2. This ordinance shall take effect upon its passage and publication.

*Intersection Of West 112th Street
And South Throop Street.*

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Commissioner of Transportation is hereby authorized and directed to construct a traffic circle at the following location:

in the intersection of West 112th Street and South Throop Street.

SECTION 2. This ordinance shall take effect upon its passage and publication.

AUTHORIZATION FOR EXEMPTION OF SUNDRY APPLICANTS FROM
PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY
ACCESSIBILITY FOR PARKING FACILITIES
AT SPECIFIED LOCATIONS.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, October 3, 2006.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances transmitted herewith authorizing the exemption of sundry applicants from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities at various locations. These ordinances were referred to the Committee on September 13, 2006.

This recommendation was concurred in unanimously by a viva voce vote of the members of the Committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS R. ALLEN,
Chairman.

On motion of Alderman Allen, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schuler, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Said ordinances, as passed, read as follows (the italic heading in each case not being a part of the ordinance):

AJC Custom's.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt AJC Custom's of 1737 West 47th Street from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 1737 West 47th Street.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Mr. Alex Samrdzija/AZ Castle Construction.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt Alex Samrdzija, principal of AZ Castle Construction, 1947 West Grace Street, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 1412 -- 1414 West Morse Avenue.

SECTION 2. This ordinance shall and take effect and be in force from and after its passage and publication.

Bucaro Brothers Auto.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt Bucaro Brothers Auto of 2705 -- 2707 North Ashland Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 2705 -- 2707 North Ashland Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

The Buddhist Temple.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 10-20-220 of the Municipal Code (Prior Code Section 33-19.1), the Commissioner of the Department of Transportation is hereby authorized and directed to exempt The Buddhist Temple from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities for 4731 -- 4735 North Magnolia Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Car Care Center/Mr. Johnny Otarola.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago,

the Commissioner of Transportation is hereby authorized and directed to exempt Car Care Center/Johnny Otarola from the provisions requiring barriers as a prerequisite to prohibit alley ingress to parking facilities for 3447 -- 3451 West Belmont Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Chapparo Tires.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Chapparo Tires at 2756 South Pulaski Road from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities for 2756 South Pulaski Road.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Clark Street Parking Garage.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt Clark Street Parking Garage from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 3458 North Clark Street.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Vanva Inc., Doing Business As Cubs Park Service.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt Vanva Inc., doing business as Cubs Park Service, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 3650 North Clark Street.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

DMCR L.L.C.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt DMCR L.L.C., 2934 West Montrose Avenue, Unit 103, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 6161 North Kenmore Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

First Evangelical Free Church.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt First Evangelical Free Church, 5255 North Ashland Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 5255 North Ashland Avenue.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

Genesis Investment Group.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt Genesis Investment Group of 6441 South Ellis Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 6441 South Ellis Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Grand On Grand Condominium.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of the Department of Transportation is hereby authorized and directed to exempt the Grand on Grand Condominium Association at 200 West Grand Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to use one garage dock door in the alley on the west side of 200 West Grand Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Gongola Development.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago,

the Director of the Department of Revenue is hereby authorized and directed to exempt Gongola Development located at 2940 -- 2942 North Damen Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 2940 -- 2942 North Damen Avenue.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

Harmony Community Baptist Church.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Harmony Community Baptist Church of 1915 -- 1919 South Lawndale Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 1915 -- 1919 South Lawndale Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Imperial Realty.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt Imperial Realty of 4747 West Peterson Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 4747 West Peterson Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

J.C. Auto & Tire Shop, Inc.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt J.C. Auto & Tire Shop, Inc. of 5414 South Ashland Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 5414 South Ashland Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

JL Construction.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt JL Construction, 4630 South Cottage Grove Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 4248 South Drexel Boulevard.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Mr. Frank Kamm.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt Frank Kamm, located at 1968 -- 1970 North Milwaukee Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 1968 -- 1970 North Milwaukee Avenue.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

Lakefront Associates I L.L.C.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Lakefront Associates I L.L.C., 33 West Monroe Street, Suite 1900, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 4011, 4013, 4015, 4017, 4019, 4021, 4023, 4025 and 4027 South Lake Park Avenue; 4010, 4012, 4014, 4016, 4018, 4020, 4022, 4024 and 4026 South Oakenwald Avenue; 4044, 4050, 4054, 4056, 4058, 4060, 4062, 4064, 4066, 4068, 4070 and 4072 South Oakenwald Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

*Lawndale Christian Development
Corporation/Praise Apartments L.P.*

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Lawndale Christian Development Corporation/Praise Apartments L.P. of 3618 West Cermak Road from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 3618 West Cermak Road.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Liberty One, Inc.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt Liberty One, Inc., 229 North Knight, Park Ridge, Illinois 60068, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 7307 -- 7309 North Western Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

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MC Brearty Brothers, L.L.C.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of the Department of Revenue is hereby authorized and directed to exempt MC Brearty Brothers, L.L.C., located at 3025 North California Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 3025 North California Avenue.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

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Median Superior Motorsport/Mr. Javier Medina.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt Median Superior Motorsport/Javier Medina of 3820 West Diversey Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 3820 West Diversey Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and due publication.

Multistate Transmission.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of the Department of Revenue is hereby authorized and directed to exempt Multistate Transmission located at 2328 West Nelson Street from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 2328 West Nelson Street.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

Napleton's Northwestern Automotive Group.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of the City of Chicago, the Director of Business Affairs and Licensing, the Director of Revenue and the Commissioner of Transportation are hereby authorized and directed to exempt Napleton's Northwestern Automotive Group, 6116 North Western Avenue, and its agents, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress for renewing business license and relocating their business.

SECTION 2. This ordinance shall be in full force and effect from and after passage and publication.

Mr. Yale Schiff/ODG Christiana, L.L.C.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago,

the Director of Revenue is hereby authorized and directed to exempt Mr. Yale Schiff of ODG Christiana, L.L.C. from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 4851 North Christiana Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Mr. Igor Pesotsky.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Igor Pesotsky, 1630 West Montrose Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 4234 South Ellis Avenue and 946 East 43rd Street.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Pulaski Development.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt Pulaski Development of 5917 South Pulaski Road from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 5917 South Pulaski Road.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Ronan Developers.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of the Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Ronan Developers, 2934 West Montrose Avenue, Unit 103, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 6159 North Kenmore Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Saint Leo Assisted Housing N.F.P.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Commissioner of Transportation is hereby authorized and directed to exempt the property at 7741 -- 7747 South Emerald Avenue owned by Saint Leo Assisted Housing N.F.P., an Illinois non-for-profit corporation which is an affiliate of Catholic Charities Housing Development Corporation, from the provisions contained in Section 10-20-430 of the Municipal Code of Chicago requiring a physical barrier to prevent alley access to and from the parking facilities at 7741 -- 7747 South Emerald Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Mr. Bill Shopf.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Bill Shopf, 622 -- 624 West Belden Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to the parking facility for 622 -- 624 West Belden Avenue.

SECTION 2. This ordinance shall take effect upon its passage and publication.

TGC Development Corporation/Mr. Dan Walter.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt TGC Development Corporation/Dan Walter from the provisions requiring barriers as a prerequisite to prohibit alley ingress to parking facilities for 4300 North Kedzie Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Mr. Young Kim/Uniko Contractors.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation hereby authorized and directed to exempt Young Kim/Uniko Contractors of 3115 -- 3119 West Roosevelt Road from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 3115 -- 3119 West Roosevelt Road.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Mr. Andres Linaldi/Transportes Linaldi.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Andres Linaldi/Transportes Linaldi of 2342 South Kedzie Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 2342 South Kedzie Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Mr. William Vaselopoulos.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt William Vaselopoulos from the provisions requiring barriers as a prerequisite to prohibit alley ingress to parking facilities for 2817 West Belden Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Winchester L.L.C.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago,

the Director of Revenue is hereby authorized and directed to exempt Winchester L.L.C., 4312 Ivy Lane, Glenview, Illinois 60026, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 7511 North Winchester Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Westside Holistic Alternative High School.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Westside Holistic Alternative High School of 5454 West North Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 5454 West North Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its publication.

221 East 51st Street.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt 221 East 51st Street from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 221 East 51st Street.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

723 -- 725 West Diversey L.L.C.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt 723 -- 725 West Diversey L.L.C., 723 -- 725 West Diversey Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities for 723 -- 725 West Diversey Avenue.

SECTION 2. This ordinance shall take effect upon its passage and publication.

1400 South Michigan, L.L.C.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue and the Commissioner of Transportation are hereby authorized and directed to exempt 1400 South Michigan, L.L.C. of 1400 South Michigan Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 1400 -- 1418 South Michigan Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

1711 West Division Properties, L.L.C.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of the Department of Revenue is hereby authorized and directed to

exempt 1711 West Division Properties, L.L.C. located at 1711 West Division Street from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 1711 West Division Street.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

2540 -- 2544 West Diversey, L.L.C.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of the Department of Revenue is hereby authorized and directed to exempt 2540 -- 2544 West Diversey, L.L.C. located at 2540 -- 2544 West Diversey Parkway from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 2540 -- 2544 West Diversey Parkway.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

3750 -- 3762 South Michigan Avenue.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt 3750 -- 3762 South Michigan Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 3750 -- 3762 South Michigan Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

4840 -- 4848 South Michigan Avenue.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt 4840 -- 4848 South Michigan Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 4840 -- 4848 South Michigan Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

5450 North Western, L.L.C.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt 5450 North Western, L.L.C., 5450 North Western Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 5450 North Western Avenue.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

6823 -- 6855 South Harper Corporation.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt 6823 -- 6855 South Harper Corporation of 6823 -- 6855 South Harper Avenue from the provisions

requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 6823 -- 6855 South Harper Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

6850 -- 6858 South Oglesby, L.L.C.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt 6850 -- 6858 South Oglesby, L.L.C. of 6850 -- 6858 South Oglesby Avenue and 2320 -- 2326 East 69th Street from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 6850 -- 6858 South Oglesby Avenue and 2320 -- 2326 East 69th Street.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

REVOCATION OF PUBLIC WAY PERMITS FOR DRIVEWAYS
AT 6050 AND 6046 NORTH BROADWAY.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, October 3, 2006.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* an ordinance for the revocation of driveway permit Number 02-100627 located at 6050 North Broadway and 6046 North Broadway.

This recommendation was concurred in unanimously by a viva voce vote of the members of the Committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS R. ALLEN,
Chairman.

On motion of Alderman Allen, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The residents of the 48th Ward are in need of a traffic control signal at the intersection of West Glenlake Avenue and North Broadway to help regulate the heavy traffic on Broadway; and

WHEREAS, Seniors, families, children, cyclists and all of Edgewater's neighbors are in great need of safe cross-walks across east- and westbound Broadway; and

WHEREAS, The City seeks to revoke the public way permit for the driveway located at 6050 North Broadway and 6046 North Broadway; and

WHEREAS, The existing driveways and driveway aprons interfere with the installation of a traffic control signal and the creation of safe crosswalks to serve all the members of this community and the larger metropolitan area; and

WHEREAS, Such traffic control signal is necessary to protect the safety of the citizens of Chicago, both pedestrian and vehicular; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The above recitals are expressly incorporated in and made a part of this ordinance as though fully set forth herein.

SECTION 2. Pursuant to Section 10-20-445 of the Municipal Code of Chicago, the public way permit for the driveways located at 6050 North Broadway and 6046 North Broadway, Permit Number 02-100627, is hereby revoked from the holders of the permit, Ok and Young Kim.

SECTION 3. This ordinance shall be in full force and effect from and after its passage and approval.

AMENDMENT OF ORDINANCE WHICH AUTHORIZED HONORARY
DESIGNATION OF PORTION OF SOUTH FRANKLIN STREET
BETWEEN WEST MADISON STREET AND WEST MONROE
STREET AS "BEN GURION WAY".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, October 3, 2006.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* an amendment to an ordinance passed by the City Council of the City of Chicago for Ben Gurion Way on June 5, 1987 and printed upon pages 1235 and 1236 of the *Journal of the Proceedings of the City Council of the City of Chicago* by deleting and adding language regarding location of signs. This ordinance was referred to the Committee on September 13, 2006.

This recommendation was concurred in unanimously by a viva voce vote of the members of the Committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS R. ALLEN,
Chairman.

On motion of Alderman Allen, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schuler, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The ordinance passed on June 5, 1987, printed on pages 1235 and 1236 of the *Journal of the Proceedings of the City Council of the City of Chicago* of said date is hereby amended

by deleting the words:

"South Franklin Street, between West Madison Street and West Monroe Street as "Ben Gurion Way"

and inserting in their place the words:

"northwest and the southwest corners of West Monroe Street at South Wells Street as "Ben Gurion Way".

SECTION 2. This ordinance shall be in force and effect from and after its date of passage.

Do Not Pass -- AUTHORIZATION FOR GRANT OF PRIVILEGE
TO THE CONGRESS HOTEL FOR SIDEWALK CAFE
AT 520 SOUTH MICHIGAN AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, October 3, 2006.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Do Not Pass* the proposed ordinance transmitted herewith (referred on June 28, 2006) for The Congress Hotel to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 520 South Michigan Avenue.

This recommendation was concurred in unanimously by a viva voce vote of the members of the Committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS R. ALLEN,
Chairman.

On motion of Alderman Allen, the committee's recommendation was *Concurred In* and said proposed ordinance *Failed To Pass* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schuler, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Said ordinance, which failed to pass, reads as follows:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to The Congress Hotel, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 520 South Michigan Avenue. Said sidewalk cafe area shall be sixty (60) feet in length and fifteen (15) feet in width for a total of nine hundred (900) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along South Michigan Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Friday, 8:00 A.M. until 12:00 A.M.
Saturday and Sunday, 11:00 A.M. until 12:00 A.M.

Compensation: \$1,620.00/Seating: 80.

This grant of privilege Number 1052839 for a sidewalk cafe shall be subject to the provisions of Sections 10-28-900 through 10-28-995 of the Municipal Code of Chicago and the directions of the Director of Business Affairs and Licensing, the Commissioner of Streets and Sanitation and the Commissioner of Transportation.

Authority for the above named privilege is herein given and granted from and after March 1, 2006 through, and including, December 1, 2006.

COMMITTEE ON ZONING.

AMENDMENT OF TITLE 16, CHAPTER 4, SECTIONS 100(c)
AND 150 OF MUNICIPAL CODE OF CHICAGO BY FURTHER
REGULATING ADMINISTRATION, TRANSFER AND USE
OF PUBLIC PROPERTY WITHIN LAKE MICHIGAN
AND CHICAGO LAKEFRONT DISTRICT.
(Application Number TAD-379)

The Committee on Zoning submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on September 28, 2006, I beg leave to recommend that Your Honorable Body *Pass* various ordinances transmitted herewith for the purpose of reclassifying particular areas.

I beg leave to recommend the passage of ten ordinances which were corrected and amended in their amended form. They are Application Numbers A-6037, A-6093, A-6094, 15753, 15622, 15689, 15427, 15493, 15513 and 14703.

Please let the record reflect that I, William J. P. Banks, abstained from voting and recused myself on Application Numbers 15701, 15563, 15729, 15774, 15493 and 15630 under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

At this time, I move for passage of the ordinance transmitted herewith.

Again, please let the record reflect that I abstain from voting on Application Numbers 15701, 15563, 15729, 15774, 15493 and 15630 under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

On motion of Alderman Banks, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 45.

Nays -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The first sentence of Section 16-4-100(c) of the Municipal Code is hereby amended by deleting the struck-through language and inserting the underscored language, as follows:

16-4-100 Chicago Plan Commission -- Responsibilities, Power And Duties.

The Chicago plan commission shall be the agency responsible for the administration of the Lake Michigan and Chicago Lakefront Protection Ordinance and shall have the following powers and duties in addition to those powers and duties presently contained within the Municipal Code of Chicago:

* * * * *

(c) In addition to the notice requirements hereinabove provided, each applicant subject to the provisions hereof shall, not more than thirty (30) days before filing said application, serve written notice, either in person or by regular mail (provided the applicant prepares a written affidavit attaching a list of all owners to whom any such regular mail written notice was sent) ~~certified or registered mail, return receipt requested~~, on the owner of all property within 250 feet in each direction of the lot line of the subject property, said owners being such persons or entities which appear from the authentic tax records of Cook County; provided, that the number of feet occupied by all public roads, streets, alleys and other public ways shall be excluded in computing the 250-foot requirement; provided further, that in no event shall this requirement exceed 400 feet.

SECTION 2. Section 16-4-150 of the Municipal Code is hereby amended by deleting the struck-through language and inserting the underscored language as follows:

16-4-150 Approval Required -- Exemptions.

It shall be unlawful for any physical change, whether temporary or permanent, public or private, to be undertaken, including, but not limited to, landfill, excavation, impoundment, mining, drilling, roadway building or construction of any kind, within the Lake Michigan and Chicago Lakefront Protection District, as

set forth in Sections 16-4-060 and 16-4-070, or for any acquisition or disposition of real property by a public agency, whether by sale or lease, or other means, to be consummated within the Lake Michigan and Chicago Lakefront Protection District, as set forth in Sections 16-4-060 and 16-4-070, without first having secured the approval therefor from the Chicago plan commission as provided in Sections 16-4-100 through 16-4-140 of this chapter; provided, however, that the following shall be exempt from the prohibition aforesaid: ~~improvements on any property subject to a planned development ordinance;~~ accessory buildings; repairs and rehabilitation which do not exceed 50 percent of the total cost of replacement of the existing structure; additions which do not increase the site coverage or the height of the structure; ~~and~~ residential structures containing not more than three dwelling units; the sale, lease or transfer of real property, or any interests therein, from one Public Agency to another Public Agency; and the lease of a below-grade parking garage system owned by a Public Agency to a private party, any such private party's assignment of their leasehold interest to one or more lenders providing financing to such private party for the acquisition of such leasehold interest, [and] any renovation or improvement of such below-grade parking garage system, and any change of or modification to the roadway or pedestrian access for such parking garage system.

SECTION 3. This ordinance shall be in full force and effect from and after its passage and approval.

AMENDMENT OF TITLE 17 OF MUNICIPAL CODE OF CHICAGO
(CHICAGO ZONING ORDINANCE) BY RECLASSIFICATION OF
AREA SHOWN ON MAP NUMBER 16-G.
(Application Number 15225)

(Committee Meeting Held November 10, 2005)

The Committee on Zoning submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on

November 10, 2005, I beg leave to recommend that Your Honorable Body *Pass* one ordinance transmitted herewith for the purpose of reclassifying the particular area. It is referred to as Application Number 15225 for the premises located at 6859 South Loomis Street.

At this time, I move for passage of the ordinance transmitted herewith.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

On motion of Alderman Banks, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 45.

Nays -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the RS3 Residential Single-Unit (Detached House) District symbols and indications as shown on Map Number 16-G in the area bounded by:

a line 116.40 feet north of the north line of West 69th Street; the alley next east of South Loomis Street; West 69th Street; and South Loomis Street,

to those of a B3-2 Community Shopping District.

SECTION 2. This ordinance takes effect after its passage and approval.

AMENDMENT OF TITLE 17 OF MUNICIPAL CODE OF CHICAGO
(CHICAGO ZONING ORDINANCE) BY RECLASSIFICATION
OF AREAS SHOWN ON MAP NUMBERS I-J,
3-F, 3-I, 10-K, 14-J AND 18-B.

(Committee Meeting Held September 28, 2006)

The Committee on Zoning submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on September 28, 2006, I beg leave to recommend that Your Honorable Body *Pass* various ordinances transmitted herewith for the purpose of reclassifying particular areas.

I beg leave to recommend the passage of ten ordinances which were corrected and amended in their amended form. They are Application Numbers A-6037, A-6093, A-6094, 15753, 15622, 15689, 15427, 15493, 15513 and 14703.

Please let the record reflect that I, William J. P. Banks, abstained from voting and recused myself on Application Numbers 15701, 15563, 15729, 15774, 15493 and 15630 under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

At this time, I move for passage of the ordinances and substitute ordinance transmitted herewith.

Again, please let the record reflect that I abstain from voting on Application Numbers 15701, 15563, 15729, 15774, 15493 and 15630 under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

On motion of Alderman Banks, the said proposed ordinances and substitute ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 44.

Nays -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

Alderman Banks invoked Rule 14 of the City Council's Rules of Order and Procedure, disclosing that while he had no personal or financial interest in the ordinances he had a familial relationship with the applicants' attorney.

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

Reclassification Of Area Shown On Map Number 1-J.
(Application Number 15729)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the RS3 Residential Single-Unit (Detached House) District symbols and indications as shown on Map Number 1-J in the area bounded by:

West Race Avenue; a line 144.0 feet east of and parallel to North Damen Avenue; the alley next south of and parallel to West Race Avenue; and a line 120 feet east of and parallel to North Damen Avenue,

to those of an RT3.5 Residential Two-Flat, Townhouse and Multi-Unit District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 3-F.
(As Amended)
(Application Number 15493)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the RM5 Residential Multi-Unit District symbols and indications as shown on Map Number 3-F in the area bounded by:

North LaSalle Street; a line 43.40 feet north of and parallel to West Oak Street; a line 86.80 feet east of and parallel to North LaSalle Street; and West Oak Street,

to those of an RM5.5 Residential Multi-Unit District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 3-I.
(Application Number 15774)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the RS3 Residential Single-Unit (Detached House) District symbols and indications as shown on Map Number 3-I in the area bounded by:

a line 24 feet north of and parallel to the alley next north of and parallel to West Division Street; North Campbell Avenue; the alley next north of and parallel to West Division Street; and the alley next west of and parallel to North Campbell Avenue,

to those of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 10-K.
(Application Number 15563)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the RS2 Residential Single-Unit (Detached House) District symbols and indications as shown on Map Number 10-K in the area bounded by:

a line 134.41 feet north of and parallel to West 46th Street; South Keating Avenue; a line 104.41 feet north of and parallel to West 46th Street; and the alley next west of and parallel to South Keating Avenue,

to those of an RS3 Residential Single-Unit (Detached House) District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 14-J.
(Application Number 15701)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the RS2 Residential Single-Unit (Detached House) District symbols and indications as shown on Map Number 14-J in the area bounded by:

the alley next north of and parallel to West 61st Place; a line 287.33 feet west of and parallel to South Springfield Avenue; West 61st Place; and a line 337.33 feet west of and parallel to South Springfield Avenue,

to those of an RS3 Residential Single-Unit (Detached House) District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification Of Area Shown On Map Number 18-B.
(Application Number 15630)*

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the RM5 Residential Multi-Unit District symbols and indications as shown on Map Number 18-B in the area bounded by:

a line 487 feet northwest of and parallel to East Cheltenham Place; South South Shore Drive; a line 377 feet northwest of and parallel to East Cheltenham Place; and a line 200 feet southwest of and parallel to South South Shore Drive,

to those of an RM6 Residential Multi-Unit District and a corresponding uses district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

AMENDMENT OF TITLE 17 OF MUNICIPAL CODE OF CHICAGO
(CHICAGO ZONING ORDINANCE) BY RECLASSIFICATION
OF AREAS SHOWN ON MAP NUMBERS 1-F AND 17-I.

(Committee Meeting Held September 28, 2006)

The Committee on Zoning submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on September 28, 2006, I beg leave to recommend that Your Honorable Body *Pass* various ordinances transmitted herewith for the purpose of reclassifying particular areas.

I beg leave to recommend the passage of ten ordinances which were corrected and amended in their amended form. They are Application Numbers A-6037, A-6093, A-6094, 15753, 15622, 15689, 15427, 15493, 15513 and 14703.

Please let the record reflect that I, William J. P. Banks, abstained from voting and recused myself on Application Numbers 15701, 15563, 15729, 15774, 15493 and 15630 under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

At this time, I move for passage of the amended ordinances transmitted herewith.

Again, please let the record reflect that I abstain from voting on Application Numbers 15701, 15563, 15729, 15774, 15493 and 15630 under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

On motion of Alderman Banks, the said proposed amended ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Olivo, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 44.

Nays -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

Alderman Burke invoked Rule 14 of the City Council's Rules of Order and Procedure, disclosing that he had represented parties to these ordinances in previous and unrelated matters.

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

Reclassification Of Area Shown On Map Number 1-F.
(As Amended)
(Application Number 15513)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the DX-5 Downtown Mixed-Use District symbols and indications as shown on Map Number 1-F in the area bounded by:

West Huron Street; a line 148.36 feet east of and parallel to North Kingsbury Street running south for a distance of 108.91 feet; a line 108.93 feet north of West Erie Street running east to North Hudson Avenue for a distance of 192.34 feet; North Hudson Avenue; West Erie Street; and North Kingsbury Street,

to those of a Residential-Business Planned Development and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from after its passage and due publication.

Plan of Development Statements attached to this ordinance read as follows:

Residential-Business Planned Development Number ____.

Plan Of Development Statements.

1. The area delineated herein as Residential-Business Planned Development Number ____ ("Planned Development") consists of a net site area of approximately fifty-three thousand two hundred fifty three (53,253) square feet of real property which is depicted on the attached Planned

Development Boundary and Property Line Map (the "Property"), and is owned or controlled by the applicant, Lennar Communities of Chicago, L.L.C. ("Applicant") for purposes of this Residential-Business Planned Development. This Planned Development consists of two (2) subareas: Subarea A and Subarea B.

2. The Applicant shall obtain all applicable official reviews, approvals or permits which are necessary to implement this plan of development. Any dedication or vacation of streets or alleys or easements or adjustments of rights-of-way or consolidation or resubdivision of parcels shall require separate submittal on behalf of the Applicant or its successors, assigns or grantees and approval by the City Council.
3. The requirements, obligations and conditions applicable within this Planned Development shall be binding upon the owner of each individual subarea, its successors and assigns and if different than the Applicant, the owners of all the property within the Planned Development or any homeowners association(s) formed to succeed the Applicant for purposes of control and management of any portion of the Planned Development, the legal titleholder and any ground lessors. All rights granted hereunder to the Applicant shall inure to the benefit of the Applicant, its successors and assigns and, if different than the Applicant, the legal titleholder and any ground lessors.

Furthermore, pursuant to the requirements of Section 17-13-0600 of the Chicago Zoning Ordinance, the Property, at the time applications for amendments, modifications or changes (administrative, legislative or otherwise) to this Planned Development are made, shall be under single ownership or under single designated control if the change has a material adverse effect on the other subarea. A change shall be deemed to have a material adverse effect if it results in, or would result in, any of the following: (i) any limitation, restriction or diminution in the allowable uses, floor area, floor area ratio, density or other development entitlements of the other subarea's owner as they exist under this Planned Development or the Chicago Zoning Ordinance; (ii) any increase in the other subarea's owner's obligations with regard to, or cost of, the development or maintenance of the improvements located, or which may in the future be located, in the subarea owned by such other subarea owner; (iii) any imposition of changes, conditions or requirements upon the use, development, construction or maintenance of the owner's subarea, the improvements located or to be located thereon or thereunder, which changes, conditions or requirements are not contained in this Planned Development, or (iv) any change in law sought by a subarea's owner which would result in any portion of the Property owned by the other subarea's owner or the improvements located thereon becoming nonconforming. Single designated

control for purposes of this paragraph shall mean that any application to the City for any amendment to this Planned Development or any modification or change thereto (administrative, legislative or otherwise) shall be made by the Applicant, the owners of all the property within the Planned Development or any homeowners association(s) formed to succeed the Applicant for purposes of control and management of any portion of the Planned Development. If an amendment, modification or change (administrative, legislative or otherwise) does not have a material adverse effect, the amendments, modifications or changes (administrative, legislative or otherwise) to this Planned Development applicable to or in a given subarea designated pursuant to Statement Number 5 below need only be made or authorized by the owners and/or ground lessees of such subarea. Moreover, where portions of the improvements located on the Property have been submitted to the Illinois Condominium Property Act, the term "owner" shall be deemed to refer solely to the condominium association of the owners of such portions of the improvements and not to the individual unit owners therein. No amendment may be sought without written approval by the condominium association unless the right to do so has been retained by Applicant and its successors in title documents. Notwithstanding the foregoing, nothing herein shall prohibit or in any way restrict the alienation, sale or any other transfer of all or any portion of the Property or any rights, interest or obligation therein.

4. This plan of development consists of these fifteen (15) statements; a Bulk Regulations and Data Table; an Existing Land-Use Map; an Existing Zoning Map; a Planned Development Boundary and Property Line Map; a Planned Development Subarea Map; a Site Plan; and West, North, East and South Building Elevations, all dated August 17, 2006, prepared by Hartshorne & Plunkard Architecture; and Ground Level Landscape Plan; Roof Level Landscape Plan; and Landscape Details, dated August 17, 2006, prepared by Pugsley & La Hale, Ltd., which are all incorporated herein. Full-size sets of the Site Plan, Landscape Plan and Building Elevations are on file with the Department of Planning and Development. This Plan of Development is in conformity with the intent and purposes of the Chicago Zoning Ordinance (Title 17 of the Municipal Code in Chicago) and all requirements thereof and satisfies the established criteria for approval of a Planned Development. These and no other zoning controls shall apply to the area delineated herein. In any instance where a provision of the Planned Development conflicts with the Chicago Building Code, the Building Code shall control.
5. The following uses shall be permitted within the areas delineated herein:

Subarea A: Multi-unit residential; ground floor commercial and business uses permitted in the DX-5 Downtown Mixed-Use District;

accessory parking; accessory uses; publicly-open space; and related uses.

Subarea B: Townhouse residential uses; accessory parking; accessory uses; and related uses.

6. Identification and on-premise business signs shall be permitted within the Planned Development subject to the review and approval of the Department of Planning and Development. Temporary signs, such as construction and marketing signs shall be permitted within the Planned Development subject to review and approval of the Department of Planning and Development.
7. Off-street parking and loading facilities shall be in compliance with this Planned Development, subject to the review and approval of the Departments of Transportation and Planning and Development.
8. Any service drives or other ingress or egress including emergency vehicle access shall be adequately designed, constructed and paved in accordance with the Municipal Code of Chicago and the regulations of the Department of Transportation in effect at the time of construction. Ingress and egress shall be in accordance with the Site Plan and subject to the review and approval of the Department of Transportation and the Department of Planning and Development. Closure of all or part of any public streets or alleys during demolition or construction shall be subject to the review and approval of the Chicago Department of Transportation. All work in the public way must be designed and constructed in accordance with the Chicago Department of Transportation Construction Standards for Work in the Public Way and in accordance with the Municipal Code of the City of Chicago.
9. In addition to the maximum height of any building or any appurtenance attached thereto the height of any improvement shall also be subject to height limitations as approved by the Federal Aviation Administration.
10. The maximum permitted floor area ratio ("F.A.R.") shall be in accordance with the attached Bulk Regulations and Data Table. For purposes of F.A.R. calculations and floor area measurements, the definition in the City of Chicago Zoning Ordinance shall apply.
11. Improvements of the Property, including on-site exterior landscaping and the landscaping along the adjacent rights-of-way, and all entrances and exits shall be designed, installed and maintained in substantial conformance with the Site Plan, Landscape Plans, Building Elevations and the Bulk Regulations and Data Table attached hereto and made a part

hereof. Landscaping shall be installed and maintained at all times in accordance with the Site Plan and the Parkway Tree Provisions of the Chicago Zoning Ordinance and corresponding regulations and guidelines.

The Applicant or its successors or assignees shall construct and provide ongoing maintenance to the proposed landscaped open space totaling approximately fourteen thousand seven hundred seventy-five (14,775) square feet (zero and thirty-four hundredths (0.34) acres) to be located within Subarea A. The square footage of this landscaped open space shall be counted in determining compliance with any open space requirements within this Planned Development and shall be included in the determination of the required Open Space Impact Fee for Subarea A of this Planned Development. This landscaped open space shall be open to the public during regular Park District hours.

Prior to issuance by the Department of Planning and Development of a determination pursuant to Section 17-13-0610 of the Chicago Zoning Ordinance ("Part II approval") for any future development within Subarea B of this Planned Development, plans for the proposed development of Subarea B shall be submitted to and approved by the Commissioner of the Department of Planning and Development ("Site Plan Approval"). All future proposals for development shall be subject to the provisions of this Planned Development and all relevant ordinances and City policies in effect at the time of submittal. Site Plan Approval is intended to assure that specific development proposals conform with this Planned Development, as well as relevant ordinances and City policies, and to assist the City in monitoring on-going development.

A request for Site Plan Approval shall, at a minimum, provide the following information:

- a. boundaries of development parcel;
- b. building footprint or footprints;
- c. dimensions of all setbacks;
- d. location and depiction of all parking spaces (including relevant dimensions);
- e. location and depiction of all loading berths (including relevant dimensions), if any;
- f. all drives, roadways and vehicular routes;

- g. all landscaping (including species and size);
- h. all pedestrian circulation routes and points of ingress/egress (including sidewalks);
- i. all site statistics applicable to the development parcel or parcels, including:
 - (1) floor area and floor area ratio as represented on submitted drawings;
 - (2) number of parking spaces provided;
 - (3) number of loading berths provided, if any;
 - (4) uses of the development parcel; and
- j. parameters of the building envelope, including:
 - (1) maximum building height;
 - (2) building setbacks and vertical setbacks, required and provided; and
 - (3) proposed building elevations, listing all facade materials.

A request for Site Plan Approval shall include such other information as may be necessary to illustrate conformance with the applicable provisions of this Planned Development and any city ordinances or policies in effect at the time of submission of the Site Plan.

Following the issuance of Site Plan Approval by the Commissioner, the approved Site Plan(s) shall be kept on permanent file with the Department of Planning and Development and shall be deemed to be an integral part of this Planned Development. The approved Site Plans may be changed or modified pursuant to the minor change provisions of Section 17-13-0611 of the Chicago Zoning Ordinance.

12. The Applicant acknowledges that it is in the public interest to design, construct and maintain the project in a manner that promotes, enables and maximizes universal access throughout the Property. Therefore, at the time when building permits are sought, the plans for all buildings and improvements on the property shall be reviewed and approved by the

Mayor's Office for People with Disabilities ("M.O.P.D.") to ensure compliance with all applicable laws and regulations related to access for persons with disabilities and to promote the highest standard of accessibility.

13. The terms, conditions and exhibits of this Planned Development ordinance may be modified, administratively, by the Commissioner of the Department of Planning and Development upon the written request for such modification by the Applicant and after a determination by the Commissioner of the Department of Planning and Development, that such a modification is minor, appropriate and is consistent with the nature of the improvements contemplated in this Planned Development. Any such modification of the requirements of this Planned Development by the Commissioner of the Department of Planning and Development shall be deemed to be a minor change in the Planned Development as contemplated by Section 17-13-0611 of the Chicago Zoning Ordinance.
14. The Applicant acknowledges that it is in the public interest to design, construct and maintain all buildings in a manner, which promotes and maximizes the conservation of natural resources. The Applicant shall use commercially reasonable efforts to design, construct and maintain all buildings located within this Planned Development in a manner generally consistent with the Leadership in Energy and Environmental Design ("L.E.E.D.") Green Building Rating. Copies of these standards may be obtained from the Department of Planning and Development.

The Applicant shall provide a vegetated ("green") roof on at least twenty-five percent (25%) of the net roof area of each building to be constructed within Subarea A of this Planned Development. "Net roof area" is defined as total roof area minus any required perimeter setbacks, roof top structures and roof-mounted equipment.

If City financial assistance is sought in connection with development within this Planned Development, then relevant City policy in effect at the time such assistance is sought regarding vegetated ("green") roofs and other environmental requirements shall apply.

15. Unless substantial construction of the project has commenced within the Planned Development within six (6) years of the passage of the Residential-Business Planned Development, the zoning of the Property shall revert to the DX-5 Downtown Mixed-Use District. The six (6) year period may be extended for one (1) additional year if, before expiration, the

Commissioner of the Department of Planning and Development determines that there is good cause for such an extension.

[Existing Land-Use Map; Existing Zoning Map; Planned Development Boundary and Property Line Map; Planned Development Subarea Map; Site Plan; Building Elevations; Ground Level Landscape Plan; Roof Level Landscape Plan; and Fence and Decorations Plan referred to in these Plan of Development Statements printed on pages 88426 through 88437 of this *Journal*.]

Bulk Regulations and Data Table referred to in these Plan of Development Statements reads as follows:

Residential-Business Planned Development Number _____.

Bulk Regulations And Data Table.

Gross Site Area:	84,905 square feet (1.95 acres)
- Area Remaining in Public Right-of-Way:	31,652 square feet (0.74 acres)
= Net Site Area -- Total:	53,253 square feet (1.22 acres)
Net Site Area -- Subarea A:	44,920 square feet (1.03 acres)
Net Site Area -- Subarea B:	8,333 square feet (0.19 acres)
Maximum Floor Area Ratio:	
Total:	5.00
Subarea A:	6.02
Subarea B:	1.23

Permitted Uses:

Subarea A: Multi-unit residential; ground floor commercial and business uses; accessory parking; accessory uses; publicly-accessible open space; and related uses

Subarea B: Townhouse residential uses; accessory parking; accessory uses; and related uses

Maximum Permitted Number of Residential Units:

Total: 241

Subarea A: 237

Subarea B: 4

Minimum Number of Off-Street Parking Spaces:

Subarea A: 237

(If revisions are required by another City agency at the time of building permit applications, the number of parking spaces may be reduced so long as a minimum ratio of 1:1 spaces per dwelling unit is maintained)

Subarea B: 8

(If revisions are required by another City agency at the time of building permit applications, the number of parking spaces may be reduced, so long as a minimum ratio of 1:1 spaces per dwelling unit is maintained)

Minimum Number of Loading
Spaces:

Subarea A:	2 by 10 feet at 25 feet (tandem)
Subarea B:	0

Minimum Number of Bicycle
Storage Spaces:

Subarea A:	1:2 automobile parking spaces (maximum 50 required)
Subarea B:	1:2 automobile parking spaces

Maximum Building Height:

Subarea A:	265 feet
Subarea B:	55 feet

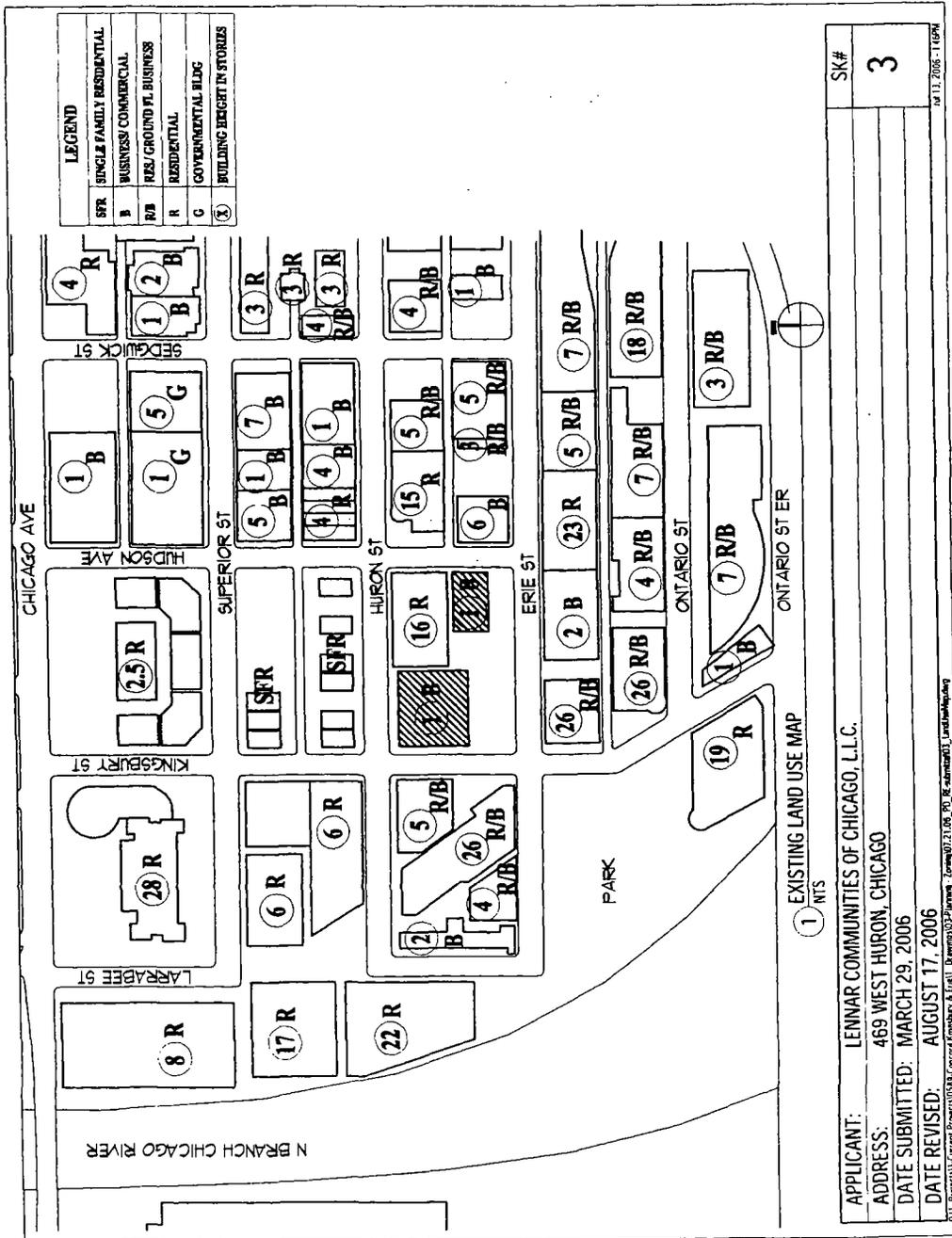
Maximum Site Coverage:

Subarea A:	65%
Subarea B:	68%

Minimum Periphery Setbacks:

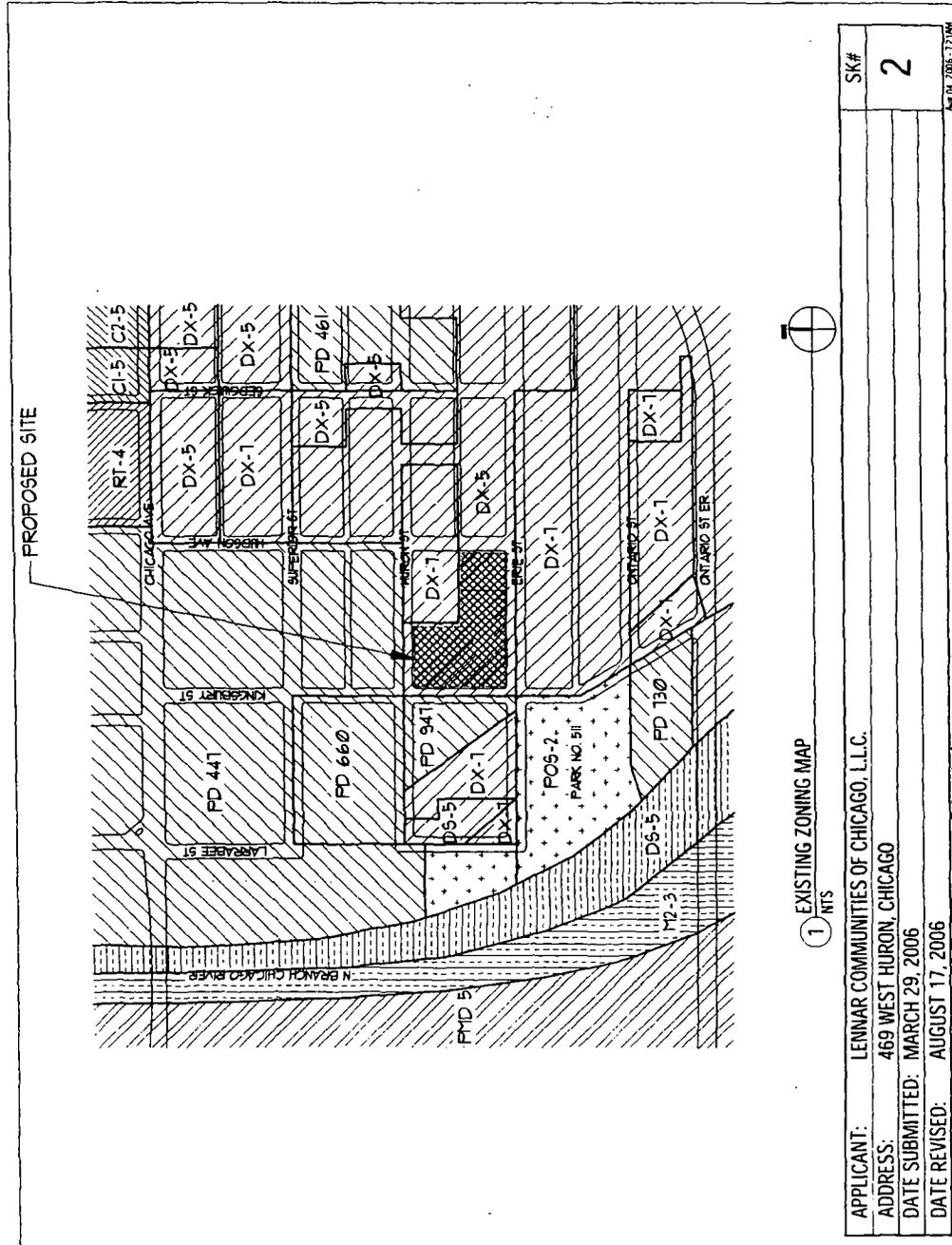
Subarea A:	Per approved Site Plan
Subarea B:	Per approved Site Plan

Existing Land-Use Map.



APPLICANT:	LENNAR COMMUNITIES OF CHICAGO, L.L.C.	SK#	3
ADDRESS:	469 WEST HURON, CHICAGO		
DATE SUBMITTED:	MARCH 29, 2006		
DATE REVISED:	AUGUST 17, 2006		

Existing Zoning Map.



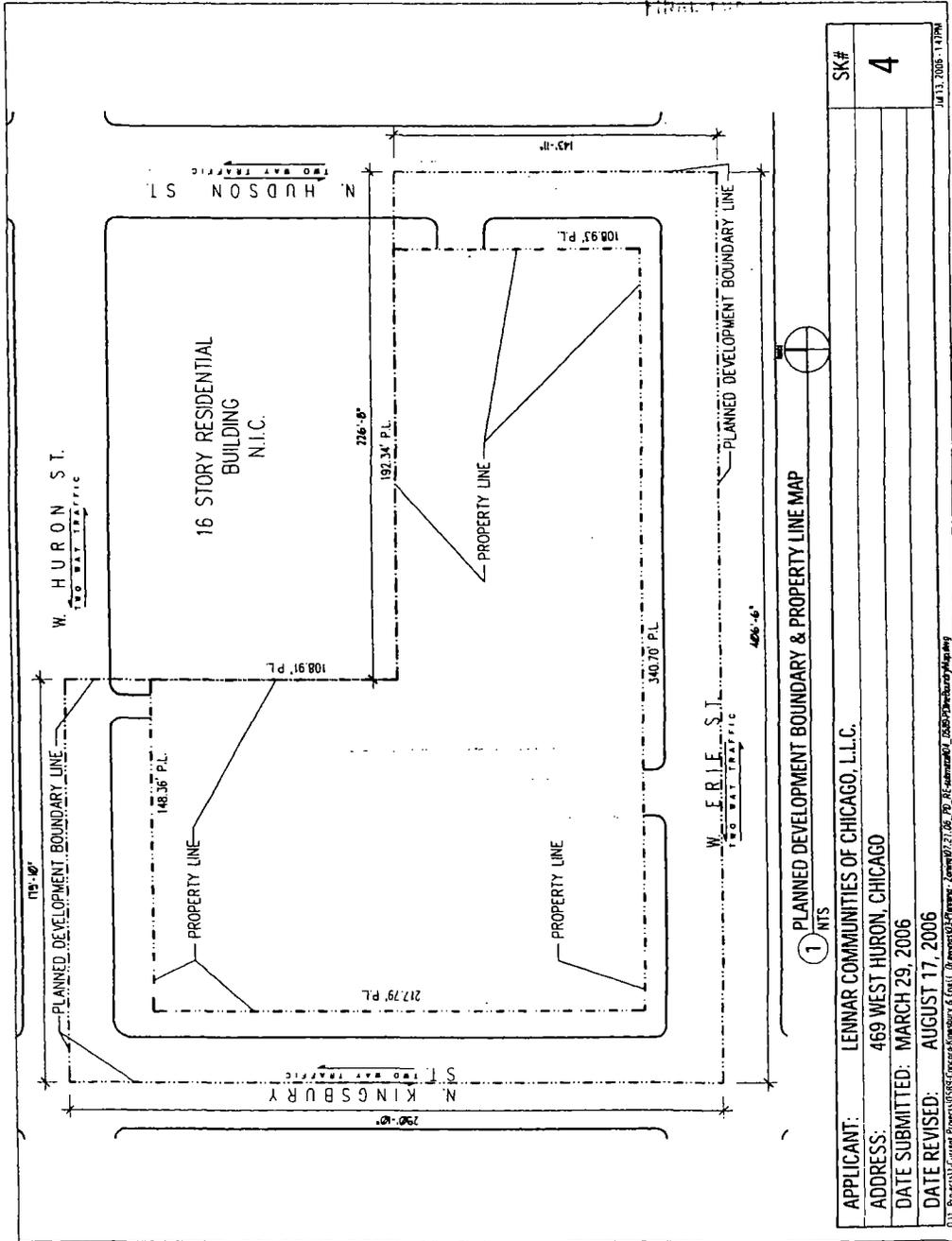
1 EXISTING ZONING MAP
NTS

APPLICANT:	LENNAR COMMUNITIES OF CHICAGO, L.L.C.	SK#	2
ADDRESS:	469 WEST HURON, CHICAGO		
DATE SUBMITTED:	MARCH 29, 2006		
DATE REVISED:	AUGUST 17, 2006		

Aug 04 2006 17:14M

0:\11_Project\111_Curran_Project\0518_Consolidated\Maping_Templates\0518_Plan_06_06_northarrow2_Template.dwg

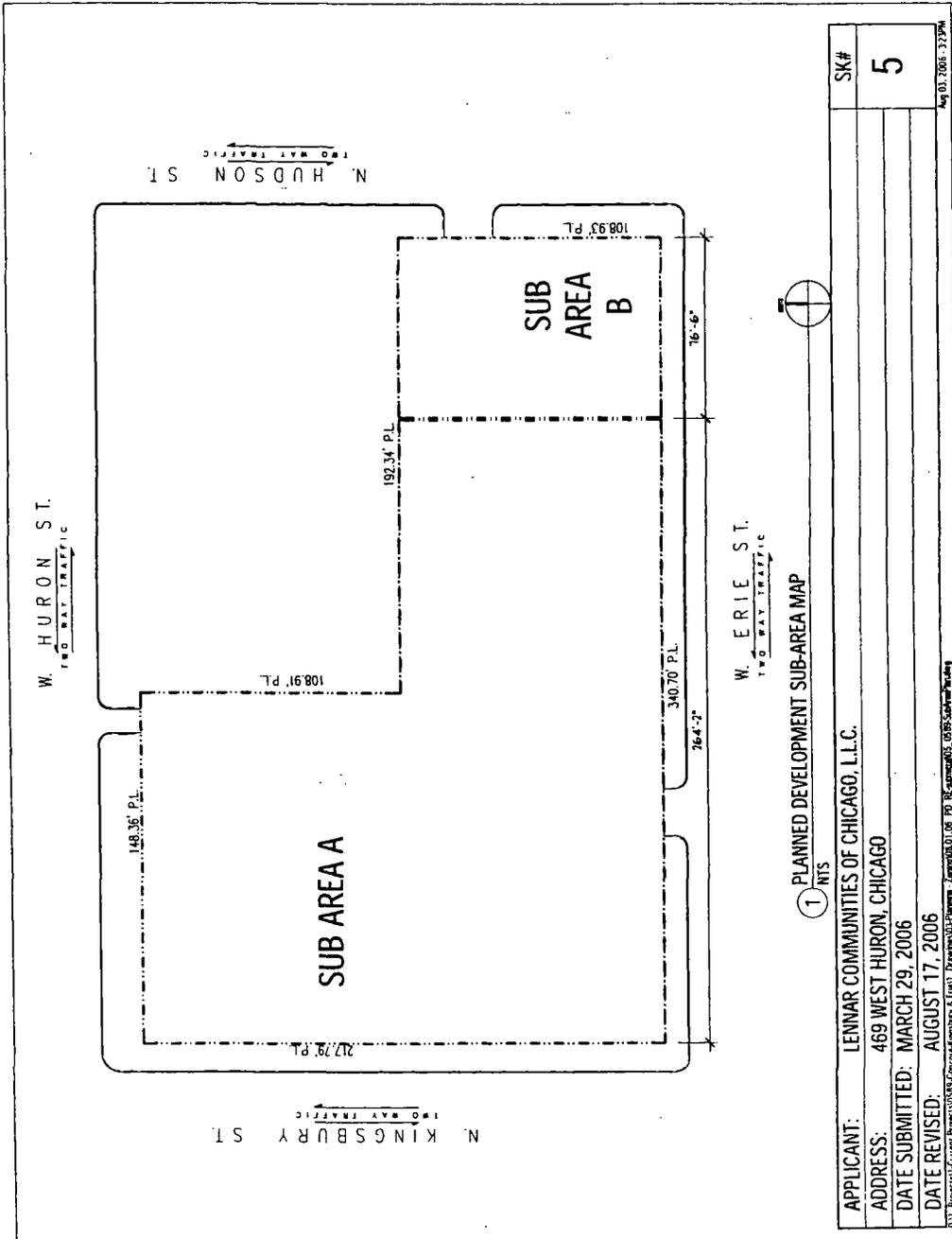
Planned Development Boundary
And Property Line Map.



APPLICANT:	LENLAR COMMUNITIES OF CHICAGO, L.L.C.	SK#	4
ADDRESS:	469 WEST HURON, CHICAGO		
DATE SUBMITTED:	MARCH 29, 2006		
DATE REVISED:	AUGUST 17, 2006		
<small>0:\1-Project\11\Current\Project\0359\Concess\Company & Unit\11-03-06\map\13-Planned Development Map.dwg JUN 13 2006 1:17 PM</small>			

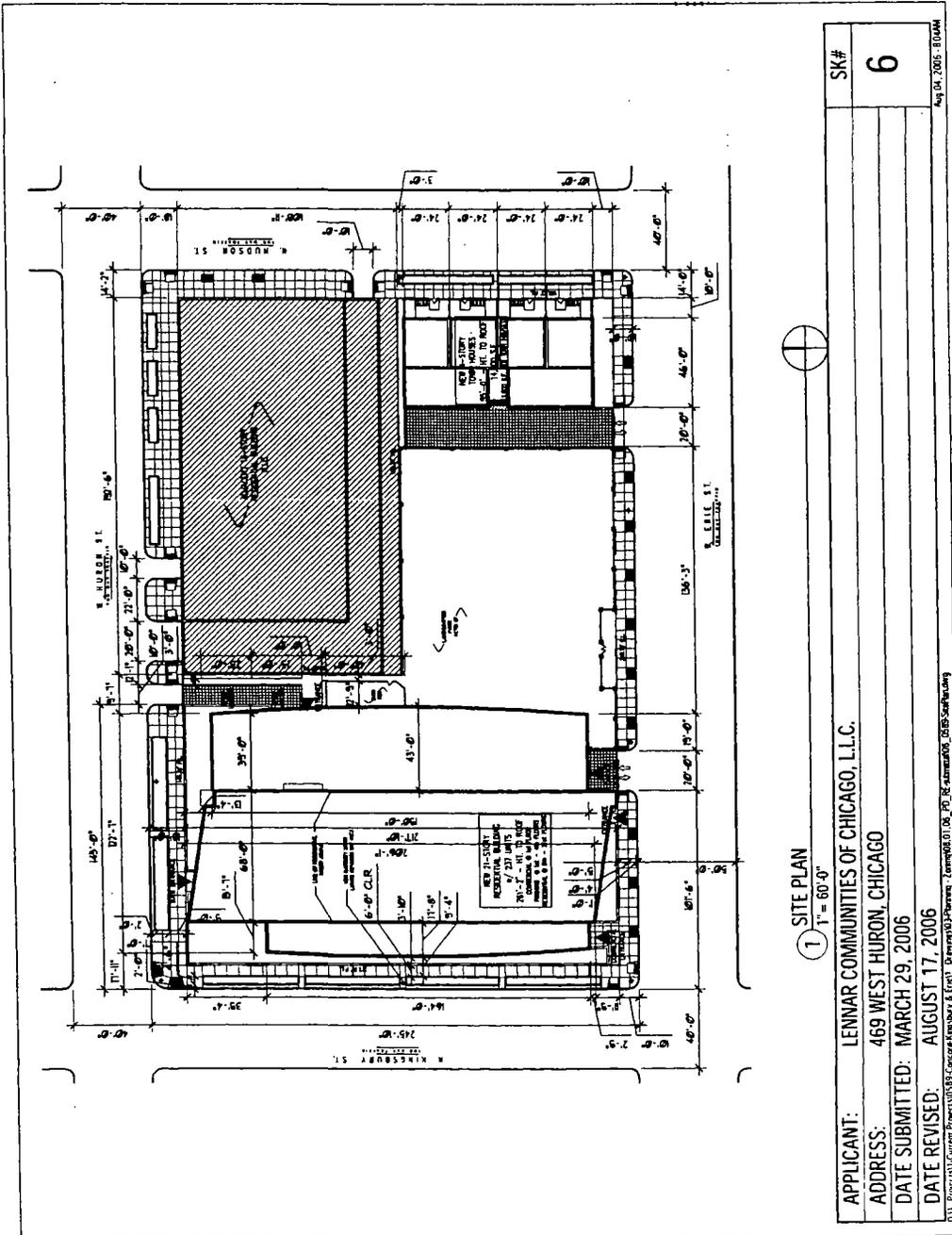
1 PLANNED DEVELOPMENT BOUNDARY & PROPERTY LINE MAP
NTS

Planned Development Subarea Map.

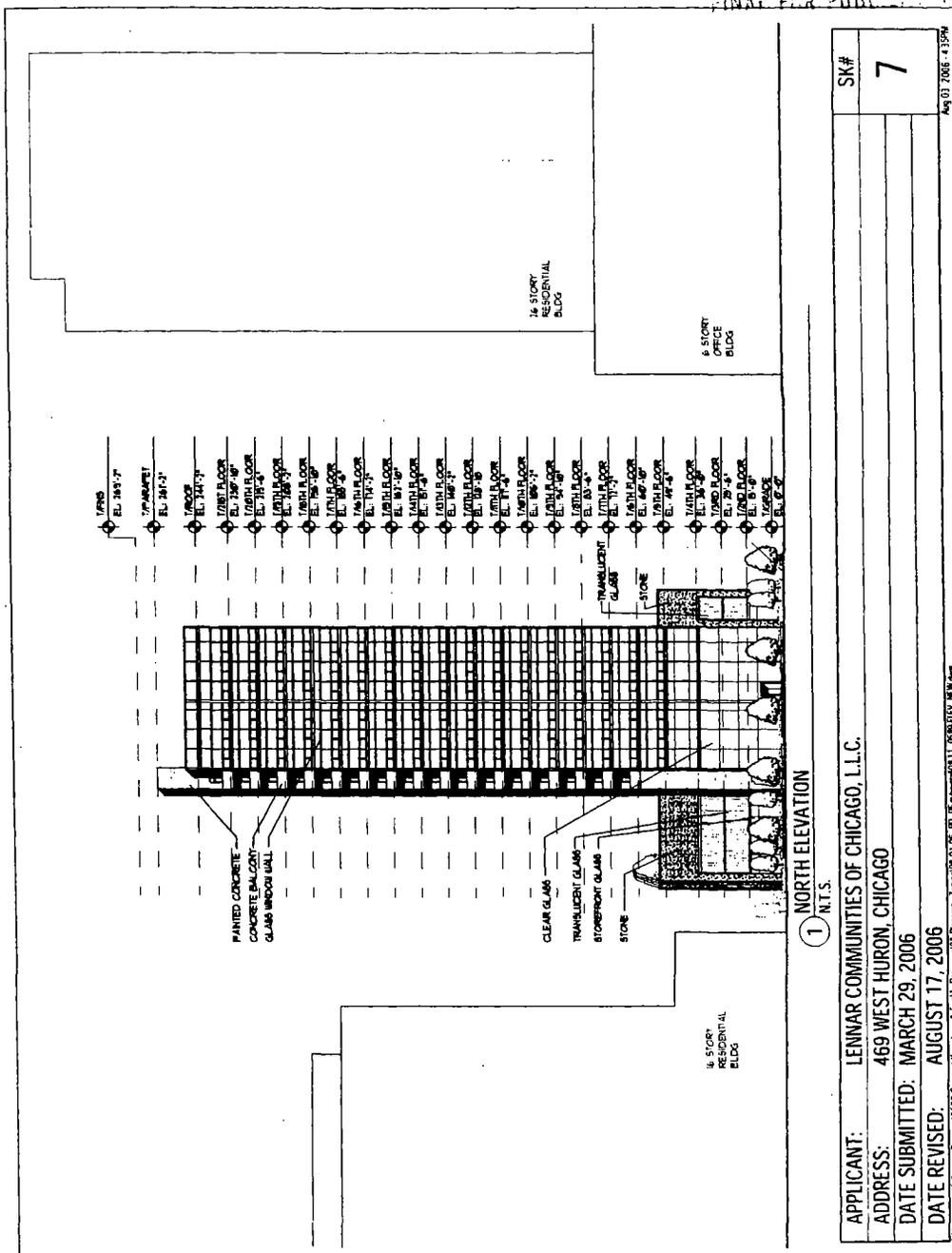


APPLICANT:	LENNAR COMMUNITIES OF CHICAGO, L.L.C.	SK#	5
ADDRESS:	469 WEST HURON, CHICAGO		
DATE SUBMITTED:	MARCH 29, 2006		
DATE REVISED:	AUGUST 17, 2006		
<small>011: Project\Current Projects\5558-Centex\Agency & Client_Drawing\03-Planning_Zoning\04-01_06_PD_RC\annex\05_088-Subarea\05088-Subarea\05088-Subarea.dwg</small>			Aug 03, 2006 11:23 AM

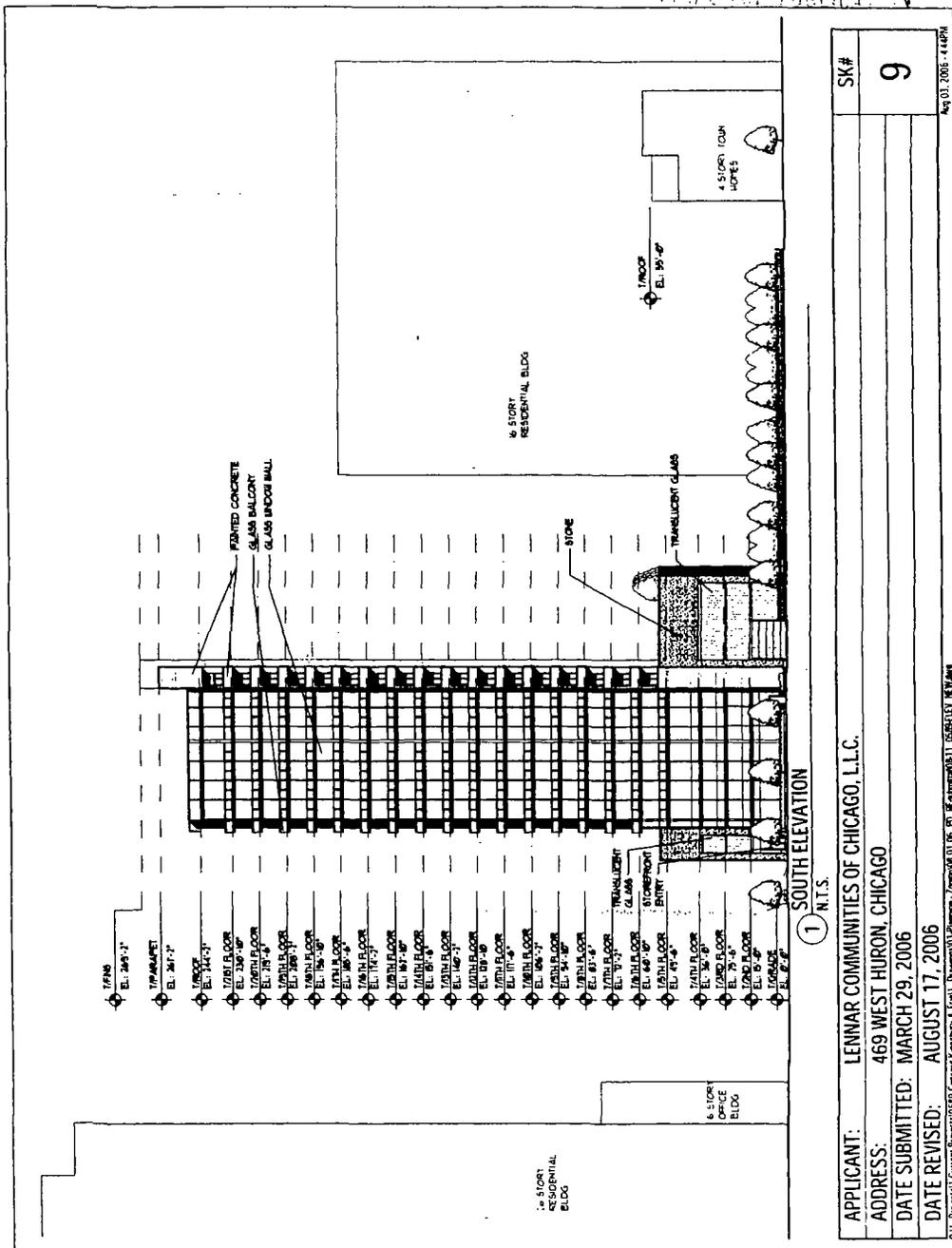
Site Plan.



North Elevation.



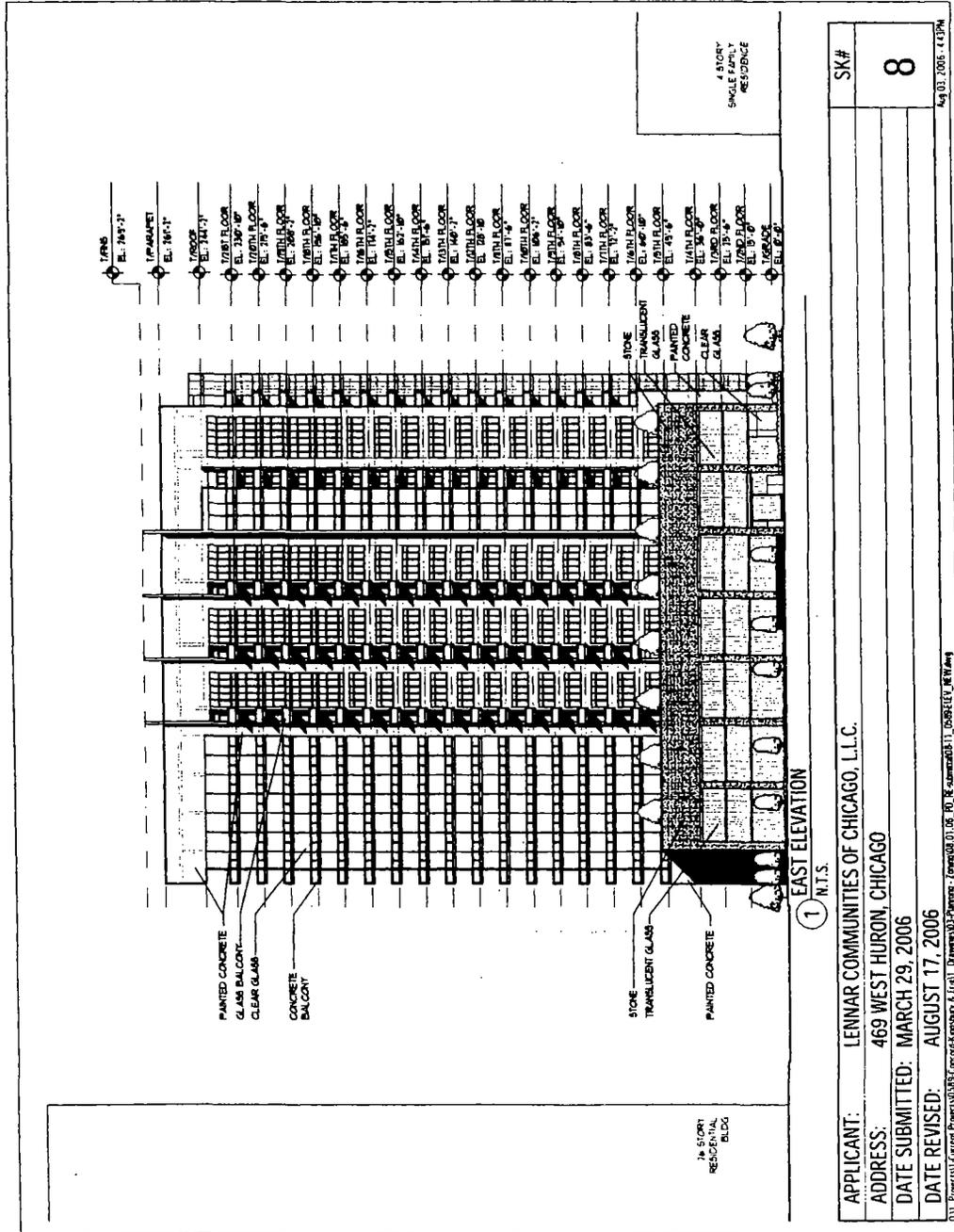
South Elevation.



APPLICANT:	LENMAR COMMUNITIES OF CHICAGO, L.L.C.
ADDRESS:	469 WEST HURON, CHICAGO
DATE SUBMITTED:	MARCH 29, 2006
DATE REVISED:	AUGUST 17, 2006
SK#	9

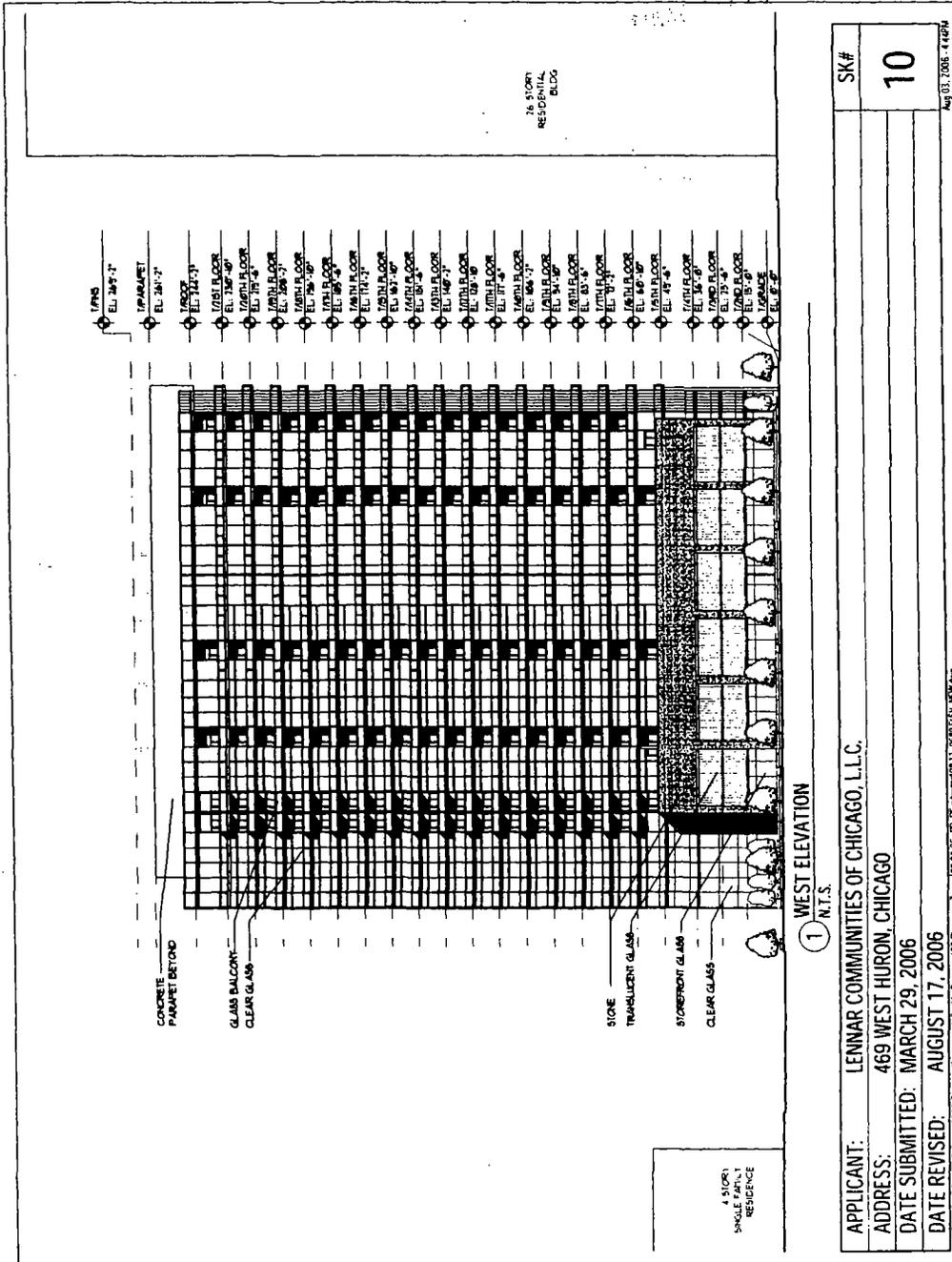
1 SOUTH ELEVATION
 N.T.S.
 D:_Project\031-Courant-Project\031-Courant-Residential-469 West Huron-11.dwg
 Aug 01, 2006 - 4:04 PM

East Elevation.

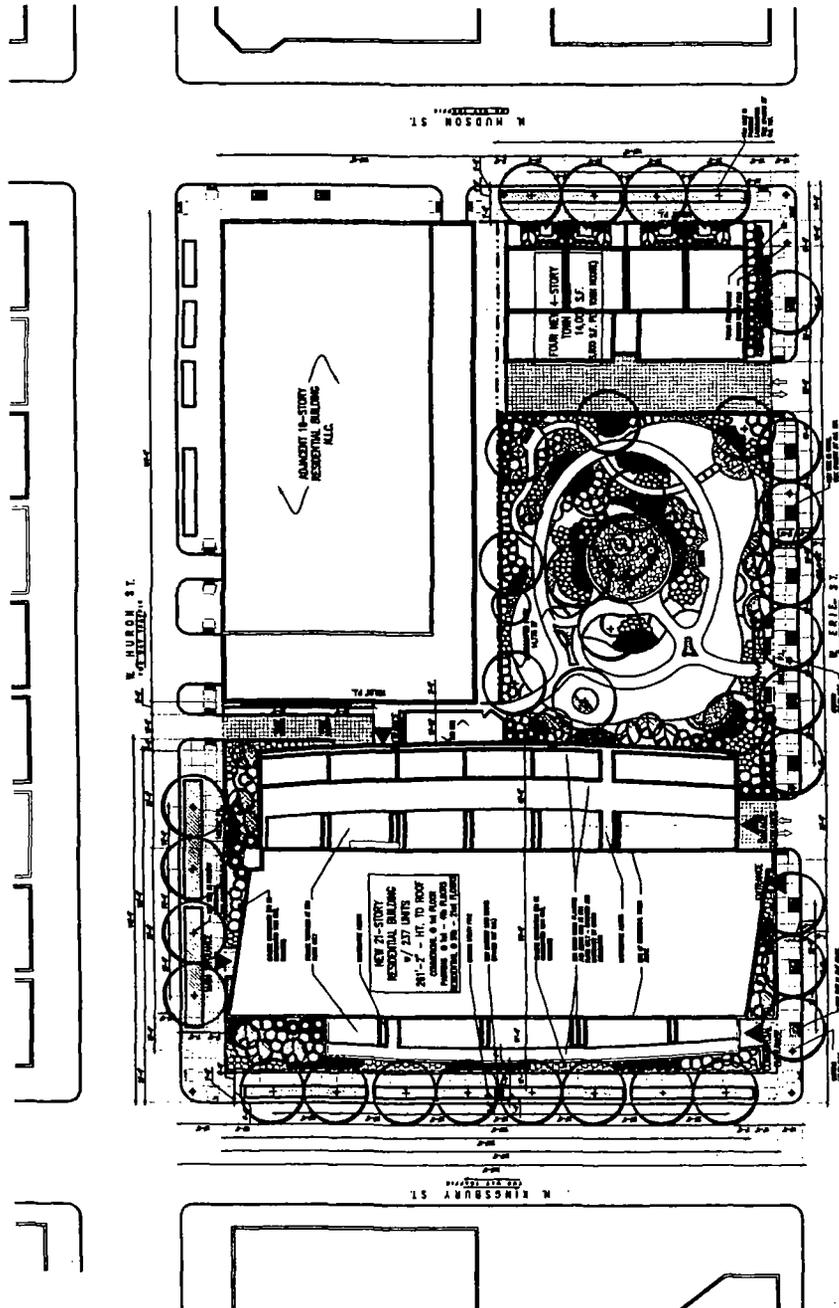


APPLICANT:	LENNAR COMMUNITIES OF CHICAGO, L.L.C.	SK#	8
ADDRESS:	469 WEST HURON, CHICAGO		
DATE SUBMITTED:	MARCH 29, 2006		
DATE REVISED:	AUGUST 17, 2006		
0:\11_Projects\11-Lenar\Projects\020383-Concrete-Exposure-6-Tenr\Drawings\02-Planing - Floor\02-01-06_P01R-Comments\11_DWGSETUP_R17.rvt Aug 03, 2006 4:33PM			

West Elevation.

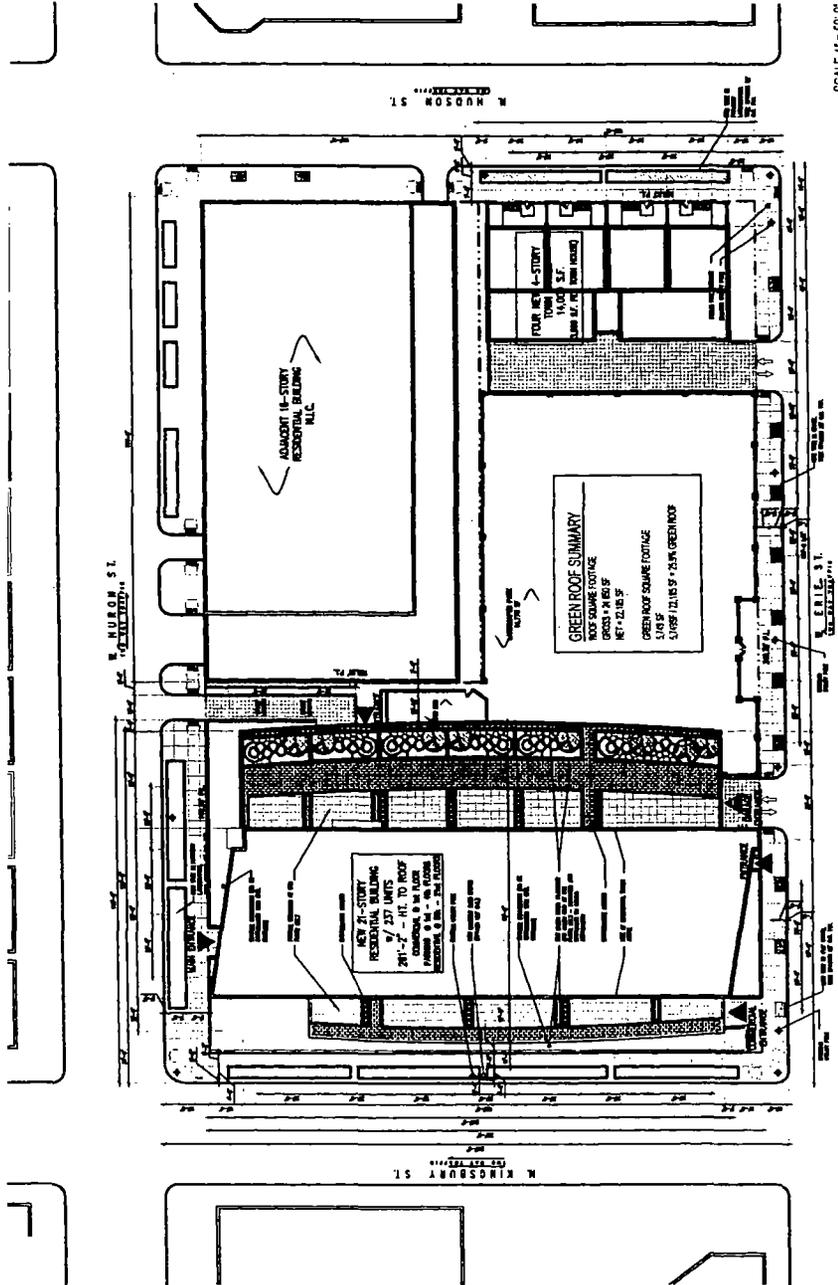


Ground Level Landscape Plan.



SCALE: 1" = 50'-0"	
 PUGSLEY & LA MARE, LTD. Landscape architects and construction 1000 N. Dearborn Street, Suite 100 Chicago, IL 60610 Tel: 847.438.0013 Fax: 438.0084	SK # L1
APPLICANT: LENNAR COMMUNITIES OF CHICAGO, L.L.C. ADDRESS: 469 WEST HURON, CHICAGO DATE SUBMITTED: MARCH 29, 2006 DATE REVISED: AUGUST 17, 2006	

Roof Level Landscape Plan.

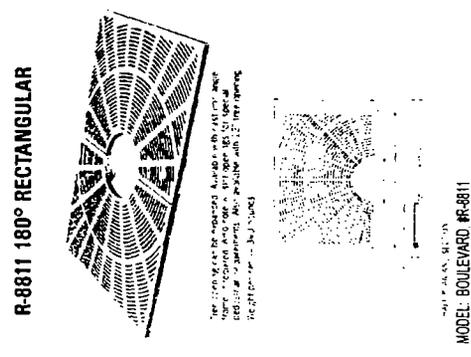
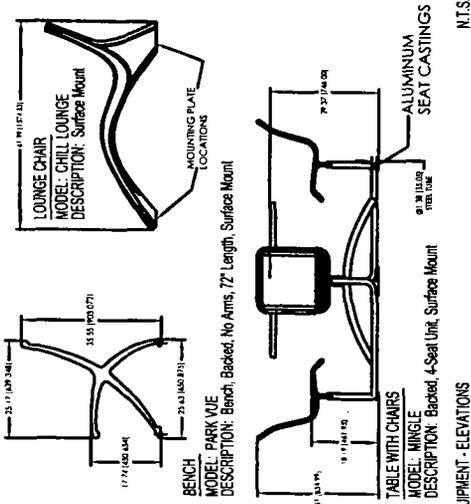


ROOF LEVEL LANDSCAPE PLAN

SCALE 1" = 50'-0"

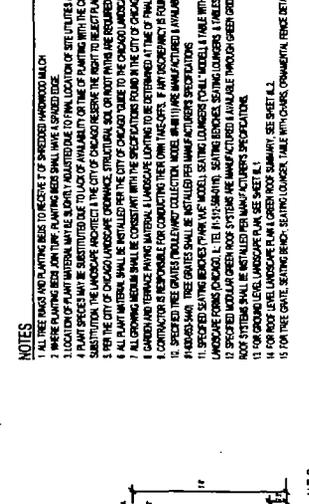
	<p>APPLICANT: LENNAR COMMUNITIES OF CHICAGO, L.L.C. ADDRESS: 469 WEST HURON, CHICAGO DATE SUBMITTED: MARCH 29, 2006 DATE REVISED: AUGUST 17, 2006</p>	<p>SK # L2</p>
	<p>FUGRLEY & LA HARE, LTD. Landscape architects and contractors 24416 N. Oak Ridgeway Road Lake Zurich, IL 60017 PR 817.233.0013 FT 416.0084</p>	<p>NORTH</p>

Ornamental Aluminum Fence And
Decorative Column Drawings.



NOTES

1. ALL TREE PLANTING BEES TO BE SET BY THE CITY OF CHICAGO LANDSCAPE DEPARTMENT.
2. WHERE PLANTING BEES ARE NOT SPECIFIED, PLANTING BEES SHALL HAVE A SPREAD EDGE.
3. LOCATION OF PLANT MATERIALS SHALL BE DETERMINED BY THE CITY OF CHICAGO LANDSCAPE DEPARTMENT.
4. ALL PLANT MATERIALS SHALL BE INSTALLED PER THE CITY OF CHICAGO LANDSCAPE DEPARTMENT SPECIFICATIONS.
5. ALL PLANT MATERIALS SHALL BE INSTALLED PER THE CITY OF CHICAGO LANDSCAPE DEPARTMENT SPECIFICATIONS.
6. ALL PLANT MATERIALS SHALL BE INSTALLED PER THE CITY OF CHICAGO LANDSCAPE DEPARTMENT SPECIFICATIONS.
7. ALL PLANT MATERIALS SHALL BE INSTALLED PER THE CITY OF CHICAGO LANDSCAPE DEPARTMENT SPECIFICATIONS.
8. ALL PLANT MATERIALS SHALL BE INSTALLED PER THE CITY OF CHICAGO LANDSCAPE DEPARTMENT SPECIFICATIONS.
9. ALL PLANT MATERIALS SHALL BE INSTALLED PER THE CITY OF CHICAGO LANDSCAPE DEPARTMENT SPECIFICATIONS.
10. ALL PLANT MATERIALS SHALL BE INSTALLED PER THE CITY OF CHICAGO LANDSCAPE DEPARTMENT SPECIFICATIONS.
11. ALL PLANT MATERIALS SHALL BE INSTALLED PER THE CITY OF CHICAGO LANDSCAPE DEPARTMENT SPECIFICATIONS.
12. ALL PLANT MATERIALS SHALL BE INSTALLED PER THE CITY OF CHICAGO LANDSCAPE DEPARTMENT SPECIFICATIONS.
13. ALL PLANT MATERIALS SHALL BE INSTALLED PER THE CITY OF CHICAGO LANDSCAPE DEPARTMENT SPECIFICATIONS.
14. ALL PLANT MATERIALS SHALL BE INSTALLED PER THE CITY OF CHICAGO LANDSCAPE DEPARTMENT SPECIFICATIONS.
15. ALL PLANT MATERIALS SHALL BE INSTALLED PER THE CITY OF CHICAGO LANDSCAPE DEPARTMENT SPECIFICATIONS.



APPLICANT: LENNAR COMMUNITIES OF CHICAGO, L.L.C.
ADDRESS: 469 WEST HURON, CHICAGO
DATE SUBMITTED: MARCH 29, 2006
DATE REVISED: AUGUST 17, 2006

<p>PUGLEY & LA HAIE, LTD. landscape architects and contractors 24414 N. Old McHenry Road Winnetka, IL 60097 PH 847.438.0113 FX 438.0884</p>	<p>SK#</p> <p>L3</p>
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Reclassification Of Area Shown On Map Number 17-I.
(As Amended)
(Application Number A-6093)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the Residential Planned Development Number 262 symbols and indications as shown on Map Number 17-I in the area bounded by:

the north line of West Morse Avenue or the line thereof if extended where no street exists; North Sacramento Avenue; a line 354.67 feet south of the north line of West Morse Avenue or the line thereof if extended where no street exists; a line 118 feet west of North Sacramento Avenue; a line 529.27 feet south of the north line of West Morse Avenue or the line thereof if extended where no street exists; a line 302.13 feet west of North Sacramento Avenue; a line 513.27 feet south of the north line of West Morse Avenue or the line thereof if extended where no street exists; a line 317.13 feet west of North Sacramento Avenue; a line from a point 317.13 feet west of North Sacramento Avenue and 496.27 feet south of the north line of West Morse Avenue or the line thereof if extended where no street exists to be connected by 14.14 foot arc, with a chord of 12.73 feet, to a point 496.27 feet south of the north line of West Morse Avenue or the line thereof if extended where no street exists and 326.13 feet west of North Sacramento Avenue; a line 496.27 feet south of the north line of West Morse Avenue or the line thereof if extended where no street exists; a line 335.13 feet west of North Sacramento Avenue; a line from a point 456.27 feet south of the north line of West Morse Avenue or the line thereof if extended where no street exists and 335.13 feet west of North Sacramento Avenue to be connected by a 70.68 foot arc, with a chord of 63.64 feet, to a point 411.27 feet south of the north line of West Morse Avenue or the line thereof if extended where no street exists and 380.13 feet west of North Sacramento Avenue; a line 411.27 feet south of the north line of West Morse Avenue or the line thereof if extended where no street exists; the west line of North Whipple Street; West Pratt Avenue; and the east line of North Albany Avenue or the line thereof if extended where no street exists,

to those of Residential Planned Development Number 262, as amended, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Plan of Development Statements attached to in this ordinance read as follows:

Residential Planned Development Number 262, As Amended.

Plan Of Development Statements.

1. The area delineated herein as Residential Planned Development Number 262, as amended, consists of approximately three hundred two thousand eighty-two (302,082) square feet (six and ninety-four hundredths (6.94)) acres net site area which is depicted on the attached Planned Development Boundary Map and Property Line Map (the "Property") and is owned or controlled by the applicant, Sacramento Development Associates.
2. The applicant ("Applicant") shall obtain all applicable official reviews, approvals or permits which are necessary to implement this planned development. Any dedication or vacation of streets or alleys, or easements, or adjustments of right-of-way, or consolidation or resubdivision of parcels, shall require a separate submittal on behalf of the Applicant or their successors, assignees, or grantees and approval by the City Council.
3. Off-street parking and off-street loading facilities shall be provided in compliance with this plan of development, subject to the review of the Departments of Streets and Sanitation, Transportation and the approval of the Department of Planning and Development. The minimum number of off-street parking spaces shall be determined in accordance with the attached bulk regulations and data table.
4. The Applicant or its successors, assignees or grantees shall obtain all other required official reviews, approvals and permits.
5. The requirements, obligations and conditions contained within this planned development shall be binding upon the Applicant, its successors and assigns, grantees and lessees and, if different than the Applicant, the legal titleholders or any ground lessors. All rights granted hereunder to the Applicant shall inure to the benefit of the Applicant's successors and assigns and, if different than the Applicant, the legal titleholder or any ground lessors. Furthermore, pursuant to the requirements of Section 17-8-0400 of the Chicago Zoning Ordinance, the Property, at the time applications for amendments, modifications or changes (administrative, legislative or otherwise) to this planned development are made, shall be under single ownership or under single designated control.

Single designated control for purposes of this paragraph shall mean that any application to the City for any amendment to this planned development or any other modification or change thereto (administrative, legislative or otherwise) shall be made or authorized by all the owners of the Property and any ground lessors.

6. This planned development consists of thirteen (13) statements: an Existing Zoning Map; a Generalized Land-Use Map; Planned Development Boundary, Property Line and Right-of-Way Adjustment Map; a Bulk Regulations and Data Table; a Site/Landscape Plan; and a Site/Landscape Plan Detail. The planned development is applicable to the area delineated herein and these and no other zoning controls shall apply. The planned development conforms to the intent and purpose of the Chicago Zoning Ordinance, Title 17 of the Municipal Code of Chicago, and all requirements thereof and satisfies the established criteria for approval as a planned development.
7. The only uses permitted within the area delineated herein as "Residential Planned Development" shall consist of elderly housing, assisted living (elderly custodial care) and accessory uses expressly related to the foregoing permitted use, as determined by the Department of Planning and Development.
8. The development of the area delineated herein as "Residential Planned Development" shall be restricted to a maximum total net site coverage of seventeen percent (17%).
9. Identification and other necessary signs, including temporary construction signs, may be permitted within the area delineated herein as "Residential Planned Development", subject to the review and approval by the Department of Planning and Development.
10. Any service drives or any other means of ingress or egress, including for emergency vehicles shall be adequately designed and paved in accordance with the provisions of the Municipal Code and the regulations of the Department of Transportation in effect at the time of construction. There shall be no parking within such paved areas or within fire lanes. Ingress and egress shall be subject to the review and approval of the Department of Transportation, Bureau of Traffic and the Department of Planning and Development.
11. The maximum permitted floor area ratio ("F.A.R.") shall be in accordance with the attached Bulk Regulations and Data Table. For purposes of F.A.R. calculations and floor area measurements, the definitions in the Chicago Zoning Ordinance shall apply.

12. Improvements of the Property, including landscaping and all entrances and exits to the parking area, shall be designed and installed in substantial conformance with the Bulk Regulations and Data Table attached hereto and made a part hereof. In addition, parkway trees and other landscaping shall be installed and maintained at all times in accordance with the site/landscape plan and the parkway tree and parking lot landscape provisions of the Chicago Zoning Ordinance and corresponding regulations and guidelines.

13. The terms, conditions and exhibits of this residential planned development ordinance may be modified administratively by the Commissioner of the Department of Planning and Development, upon the application for such a modification by the Applicant and after a determination by the Commissioner of the Department of Planning and Development that such a modification is minor, appropriate and consistent with the nature of the improvements contemplated in this Planned Development and the purposes underlying the provisions hereof. Any such modification of the requirements of this statement by the Commissioner of the Department of Planning and Development shall be deemed to be a minor change in the Planned Development as contemplated by Section 17-13-0611 of the Chicago Zoning Ordinance.

[Existing Zoning Map; Generalized Land-Use Map; Property Line and Right-of-Way Adjustment Map; Site/Landscape Plan; and Site/Landscape Plan Detail referred to in these Plan of Development Statements printed on pages 88443 through 88447 of this *Journal*.]

Bulk Regulations and Data Table referred to in these Plan of Development Statements reads as follows:

*Residential Planned Development Number 262,
As Amended.*

Planned Development Bulk Regulations And Data Table.

Net Site Area	Acres	Maximum Number Of Senior/Elderly Housing Units	Maximum Percent Of Land Coverage
288,143.0 square feet	6.62	220	17%

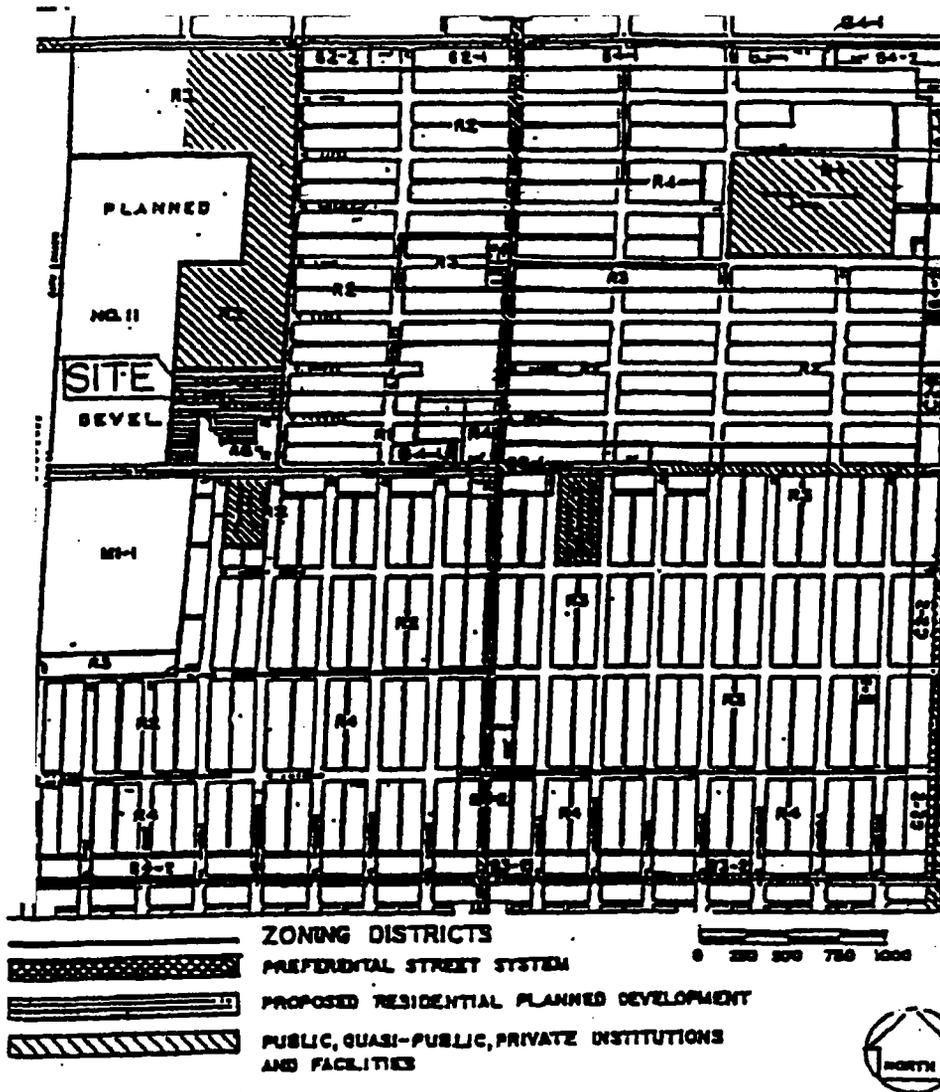
Gross Site Area (302,082.2 square feet/6.94 acres) = Net Site Area of 288,143 square feet, includes 29,064.5 square feet devoted to open space located at the north 50 feet of the site plus public streets of 13,939.2 square feet.

Maximum Permitted Floor Area Ratio for Total Net Site Area:	0.93
Minimum Number of Off-Street Parking Spaces:	165
Minimum Number of Loading Berths:	1
Minimum Building Setbacks:	
1. north	30 feet (actual building setback will be 50 feet which is the area to reserve for open space)
2. south	60 feet
3. east	60 feet
4. west	13 feet

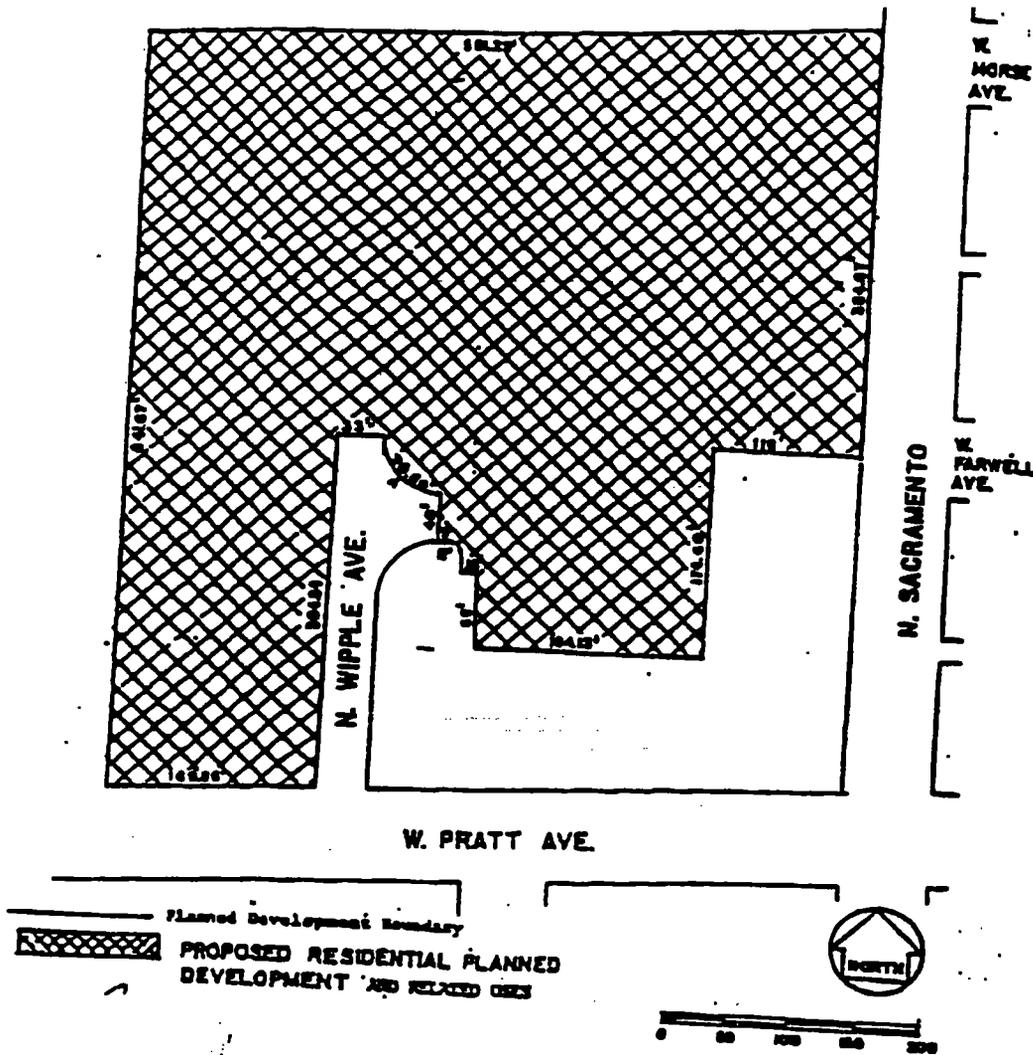
Subject to the approval of the Department of Planning and Development, setbacks and yard regulations may be adjusted where required to permit conformance to the pattern or architectural arrangement when necessary for technical reasons.

Maximum percent of land covered (for total net site area building only)	17%
--	-----

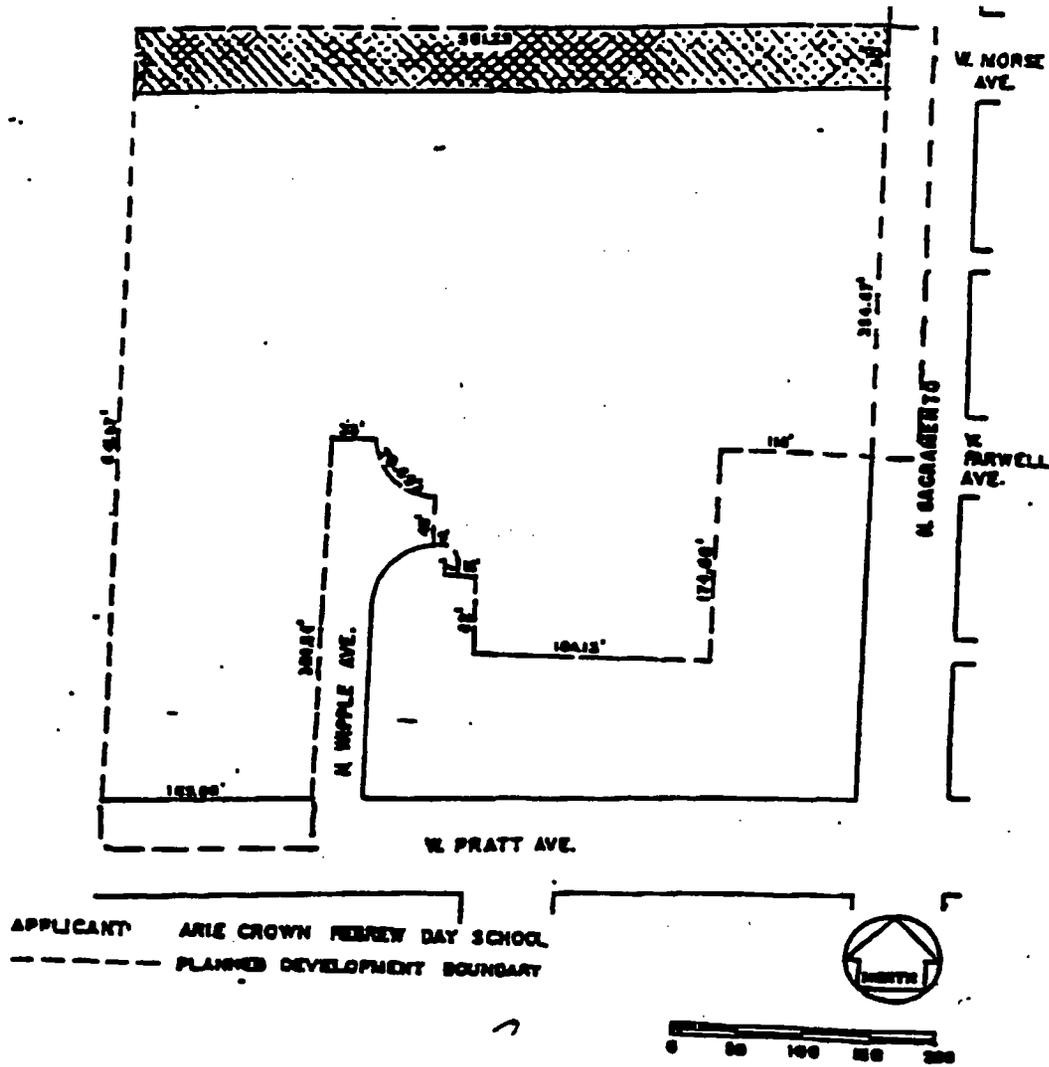
Existing Zoning Map.



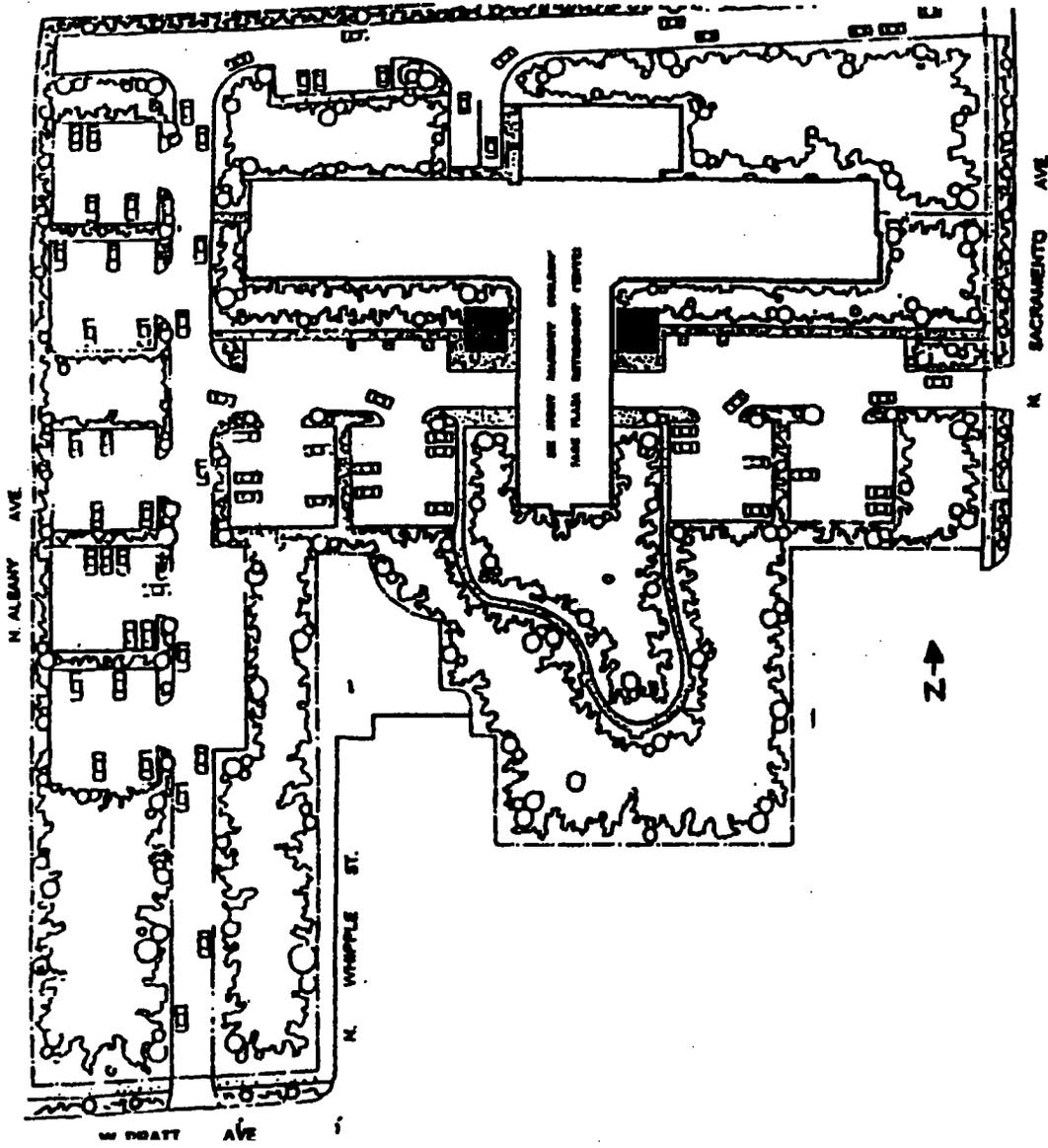
Generalized Land-Use Map.



Property Line And Right-Of-Way Adjustment Map.



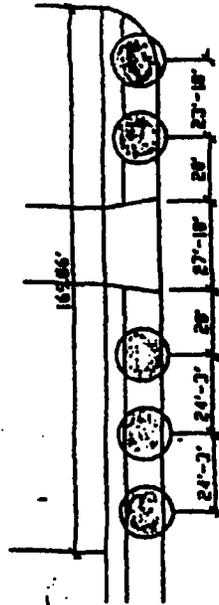
Site/Landscape Plan.



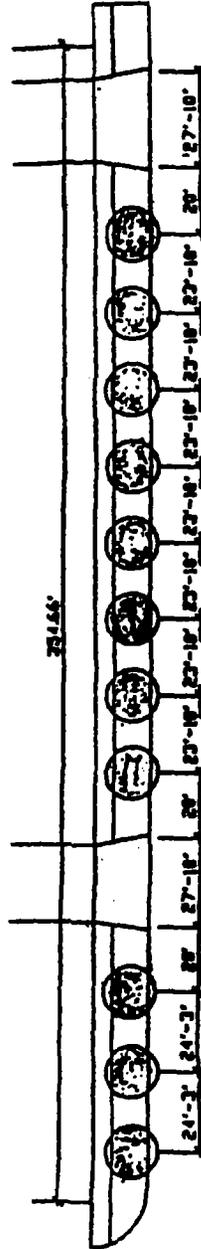
Site/Landscape Plan Detail.

RESIDENTIAL PLANNED DEVELOPMENT
NO. 262, AS AMENDED

SITELANDSCAPE PLAN DETAIL



W. PRATT AVE.



SACRAMENTO AVE.

APPLICANT: SACRAMENTO DEVELOPMENT ASSOCIATION
 ADDRESS: 6800 N. Sacramento, Chicago, Illinois 60645
 DATE: March 18, 1997
 REVIEWER: June 18, 1997

AMENDMENT OF TITLE 17 OF MUNICIPAL CODE OF
CHICAGO (CHICAGO ZONING ORDINANCE) BY
RECLASSIFICATION PARTICULAR OF AREAS.

(Committee Meeting Held September 28, 2006)

The Committee on Zoning submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on September 28, 2006, I beg leave to recommend that Your Honorable Body *Pass* various ordinances transmitted herewith for the purpose of reclassifying particular areas.

I beg leave to recommend the passage of ten ordinances which were corrected and amended in their amended form. They are Application Numbers A-6037, A-6093, A-6094, 15753, 15622, 15689, 15427, 15493, 15513 and 14703.

Please let the record reflect that I, William J. P. Banks, abstained from voting and recused myself on Application Numbers 15701, 15563, 15729, 15774, 15493 and 15630 under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

At this time, I move for passage of the ordinances and substitute ordinances transmitted herewith.

Again, please let the record reflect that I abstain from voting on Application Numbers 15701, 15563, 15729, 15774, 15493 and 15630 under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

On motion of Alderman Banks, the said proposed ordinances and substitute ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 45.

Nays -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

Reclassification Of Area Shown On Map Number 1-H.
(Application Number 15519)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the RS3 Residential Single-Unit (Detached House) District symbols and indications as shown on Map Number 1-H in the area bounded by:

West Erie Street; a line 239.7 feet east of and parallel to North Oakley Boulevard; the alley next south of West Erie Street; and a line 215.7 feet east of and parallel to North Oakley Boulevard,

to those of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 4-E.
(As Amended)
(Application Number 15622)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the DX-5 Downtown Mixed-Use District symbols and indications as shown on Map Number 4-E in the area bounded by:

a line 547.13 feet north of and parallel to East 18th Street; South Prairie Avenue; East 18th Street; and the alley next west of and parallel to South Prairie Avenue,

to those of a Residential Planned Development which is hereby established in the area described, subject to such use and bulk regulations as are set forth in the Planned Development herewith attached and made a part hereof and to no others.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Plan of Development Statements referred to in this ordinance read as follows:

Residential Planned Development Number _____.

Plan Of Development Statements.

1. The area delineated herein as a Residential-Business Planned Development ("Planned Development") consists of approximately ninety-seven thousand two hundred seven (97,207) square feet (two and twenty-three hundredths (2.23) acres) of net site area which is depicted on the attached Planned Development Boundary Plan and Right-of-Way Plan. The property is controlled by the applicant, 1712 South Prairie, L.L.C.
2. The applicant ("Applicant") shall obtain all applicable official reviews, approvals or permits which are necessary to implement this Planned Development. Any dedication or vacation of streets or alleys, or easements, or adjustments of right-of-way, or consolidation or resubdivision of parcels, shall require a separate submission on behalf of the Applicant or its successors, assignees or grantees and approval by the Chicago City Council.
3. The requirements, obligations and conditions contained within this Planned Development shall be binding upon the Applicant, its successors and assigns, grantees and Lessees, and, if different than the Applicant, the legal titleholders or any ground lessors. All rights granted hereunder to the Applicant shall inure to the benefit of the Applicant's successors and assigns and, if different than the Applicant, the legal titleholder

or any ground lessors. Furthermore, pursuant to the requirements of Article 17-8-0400 of the Chicago Zoning Ordinance, the property, at the time applications for amendments, modifications or changes (administrative, legislative or otherwise) to this Planned Development are made, shall be under single ownership or under single designated control. Single designated control for purposes of this paragraph shall mean that any application to the City for any amendment to this Planned Development or any other modification or change thereto (administrative, legislative or otherwise) shall be made or authorized by all the owners of the property and any ground lessors, or by a governmental agency with the power of eminent domain which has designated the property for acquisition. An agreement among property owners, the board of directors of any property owners association, or covenant binding property owners, may designate the authorized party for any future amendment, modification or change. The Applicant shall retain single designated control and shall be deemed to be the authorized party for any future amendment, modification or change until the Applicant shall designate in writing the party or parties authorized to make application for any future amendment, modification or change.

4. This plan of development consists of the following twenty (20) statements; a Bulk Regulations and Data Table; an Existing Zoning Map; a Planned Development Boundary and Property Line Map; Site Plan; Landscape Plan; and East, South, West and North Conceptual Building Elevations prepared by Lucien LaGrange Architects, dated August 17, 2006; and resolution of the City of Chicago Commission on Chicago Landmarks, dated June 1, 2006. Full-size sets of the Site Plan, Landscape Plan and Conceptual Building Elevations are on file with the Department of Planning and Development. The Planned Development is applicable to the area delineated herein and these and no other zoning controls shall apply. The planned development conforms to the intent and purpose of the Chicago Zoning Ordinance, Title 17 of the Municipal Code of Chicago, and all requirements thereof and satisfies the established criteria for approval as a Planned Development. In any instance where a provision of the Planned Development conflicts with the Chicago Building Code, the Building Code shall control.
5. The uses permitted within the area delineated herein as a "Residential Planned Development" shall include residential, recreational, accessory parking and related uses.
6. The Applicant agrees that the public will not be prohibited access to the landscaped garden or open spaced located at the northwest corner of East 18th Street and South Prairie Avenue. The Applicant, successors and or assigns reserve the right to post signage on the landscaped garden or open space designating the hours that the space will be open to the public.

7. The Applicant acknowledges and discloses to all purchasers and owners of dwelling units in residential buildings (the "Premises") within this Planned Development, and their successors and assigns, that other buildings may be constructed on properties surrounding these Premises, and such buildings may obscure views from dwelling unit windows of these Premises.
8. Identification and temporary signs, including temporary construction signs and marketing signs, may be permitted within the area delineated herein as a "Residential Planned Development", subject to the review and approval of the Department of Planning and Development.
9. Three (3) off-street loading facilities for deliveries will be provided within this Planned Development. All parking utilized within this Planned Development will be associated with the residential and related uses. This plan is subject to the review of the Departments of Transportation and Planning and Development.
10. Ingress and egress shall be subject to the review and approval of the Department of Transportation -- Bureau of Traffic and the Department of Planning and Development. All work in the public way must be designed and constructed in accordance with the Chicago Department of Transportation Construction Standards for Work in the Public Way and in compliance with the Municipal Code of the City of Chicago. Closure of all or part of any public streets or alleys during demolition or construction shall be subject to the review and approval of the Chicago Department of Transportation.
11. In addition to the maximum height of the buildings and any appurtenances thereto prescribed in this Planned Development, the height of any improvement shall also be subject to height limitations as approved by the Federal Aviation Administration.
12. The maximum permitted floor area ratio ("F.A.R.") shall be in accordance with the attached Bulk Regulations and Data Table. For purposes of F.A.R. calculations and floor area measurements, the definitions in the Chicago Zoning Ordinance shall apply.
13. The improvements on the property shall be designed, installed and maintained in substantial conformance with the Site Plan, Landscape Plan and Building Elevations and in accordance with the parkway tree provisions of the Chicago Zoning Ordinance and corresponding regulations and guidelines. The Applicant shall install appropriately designed and scaled street lights along the South Prairie Avenue and East 18th Street frontages of the property. The street lights shall be selected with the approval of the Department of Planning and Development and the

Department of Streets and Sanitation Bureau of Electricity, and installed with the approval of the Bureau of Electricity.

14. The permitted floor area ratio ("F.A.R.") identified in the Bulk Regulations and Data Table has been determined using a Net Site Area of ninety-seven thousand two hundred seven (97,207) square feet, a base F.A.R. of five and zero-hundredths (5.00) and additional F.A.R. for a series of proposed amenities, as follows:

Description	Floor Area Ratio
Base Floor Area Ratio	5.00
Affordable Housing Bonus	1.00
Adopt-a-Landmark Bonus	1.00
Total Floor Area Ratio	7.00

15. Pursuant to the Affordable Housing Provision of the City of Chicago Zoning Ordinance, Title 17, Chapter 17-4-1004, et seq. ("Zoning Ordinance") the Applicant has asked for an increase in the Floor Area Ratio of the property. The Applicant hereby acknowledges that according to Section 17-4-1004D of the Zoning Ordinance, the total floor area devoted to affordable housing units must equal at least twenty-five percent (25%) of the total increase in floor area allowed under the Affordable Housing Bonus or a cash payment must be made to the City of Chicago Affordable Housing Opportunity Fund based on the increase in allowable floor area multiplied by eighty percent (80%) of the median cost of land per buildable square foot. Based on Section 17-4-1004D the Applicant has agreed to provide a cash payment to the City of Chicago Affordable Housing Opportunity Fund in the amount of Six Hundred Ninety-nine Thousand Eight Hundred Ninety-nine Dollars (\$699,899). Prior to the issuance of permits, the Applicant will enter into an Affordable Housing Agreement with the Chicago Department of Housing or provide a letter of credit or other security device in an amount equal to the cash contribution. The Applicant must comply with all of the applicable sections of the Affordable Housing Provision of the Zoning Ordinance which sections are hereby incorporated into this Planned Development. The Affordable Housing Agreement required by Section 17-4-1004-E9 is also incorporated into this Planned Development.
16. Pursuant to the Adopt-a-Landmark provision of the Chicago Zoning Ordinance, Title 17 Chapter 17-4-1022, et seq. ("Zoning Ordinance") the

Applicant has asked for an increase in the Floor Area Ratio of the property. The Applicant hereby acknowledges that according to Section 17-4-1022-B of the Zoning Ordinance, floor area bonuses may be granted in return for payments to property owner of officially designated historic buildings to support specific building restoration projects. Section 17-4-1022-C-1 states that floor area bonuses for qualifying activities are to be based on financial contributions that reflect the value of property within the geographic area, based on the following formula: Cost of one (1) square foot of floor area equals eighty percent (80%) multiplied by median cost of land per buildable square foot. Based on Section 17-4-1022-C-1, the Applicant has agreed to make cash contribution to the Glessner House, which is an officially designated historic building, in the amount of Six Hundred Ninety-nine Thousand Eight Hundred Ninety-nine Dollars (\$699,899).

Pursuant to the provisions of Section 17-4-1022 of the Chicago Zoning Ordinance, the Commissioner of the Department of Planning and Development acting on behalf of the City of Chicago and the Commission on Chicago Landmarks is authorized to enter into an agreement with the Glessner House Museum, the owner of the John J. Glessner House and a Chicago landmark located at 1800 South Prairie Avenue (the "Landmark Project"), regarding the manner in which the funds for the renovation work in the Landmark Project, as approved by the Commission on Chicago Landmarks on June 1, 2006, will be used. The agreement shall be in a form approved by the Corporation Counsel. A separate agreement between the Glessner House Museum and the Applicant regarding the transfer, administration and use of the funding to be provided by the Applicant for the Landmark Project shall also be in a form approved by the Corporation Counsel. Both agreements shall be executed and submitted as part of the Part II submission to the Department of Planning and Development. The terms and conditions of the Landmark Project scope of the work and budget may be modified administratively by the Commissioner of the Department of Planning and Development in accordance with the provisions of Statement 12 of this Planned Development. Upon completion of the work related to the Landmark Project, the Applicant shall apply to the Commission on Chicago Landmarks for the issuance of a Certificate of Completion of the Landmark Project.

17. The Applicant acknowledges that it is in the public interest to design, construct and maintain all buildings in a manner that promotes and maximizes conservation of natural resources. The Applicant shall use best and reasonable efforts to design, construct and maintain all buildings located within the subject property in a manner generally consistent with the Leadership in Energy and Environmental Design ("L.E.E.D.") Green Building Rating System. Copies of these standards may be obtained from the Department of Planning and Development. Additionally, Applicant

shall provide a green roof identified on the Landscape Plan. The green roof shall be at least twenty-five percent (25%) of the net roof area.

18. The Applicant acknowledges that it is in the public interest to design, construct and maintain the building and all other improvements in a manner that promotes, enables and maximizes universal access throughout the subject property. Plans for all buildings and improvements on the subject property shall be reviewed and approved by the Mayor's Office for People with Disabilities ("M.O.P.D.") to ensure compliance with all applicable laws and regulations related to access for persons with disabilities and to promote a high standard of accessibility. No building permit shall be issued by the Department of Construction and Permits until the Director of M.O.P.D. has approved detailed construction drawings for the building or improvement proposed.
19. The terms, conditions and exhibits of this Planned Development ordinance may be modified administratively by the Commissioner of the Department of Planning and Development upon the application for such a modification by the Applicant and after a determination is made by the Commissioner of the Department of Planning and Development that such a modification is minor, appropriate and consistent with the nature of the improvements contemplated in this Planned Development and the purposes underlying the provisions hereof. Any such modification of the requirements of this Planned Development by the Commissioner of the Department of Planning and Development shall be deemed to be a minor change in the Planned Development as contemplated by Section 17-13-0611 of the Chicago Zoning Ordinance.
20. Unless substantial construction has commenced within six (6) years following adoption of this Residential Planned Development, and unless completion is thereafter diligently pursued, then this Planned Development shall expire; and the zoning of the property shall automatically revert to the prior DX-5 Downtown Mixed-Use District.

[Existing Zoning Map; Planned Development Boundary and Property Line Map; Site Plan; Landscape Plan; North, South, East and West Building Elevations referred to in these Plan of Development Statements printed on pages 88457 through 88464 of this *Journal*.]

Bulk Regulations and Data Table referred to in these Plan of Development Statements reads as follows:

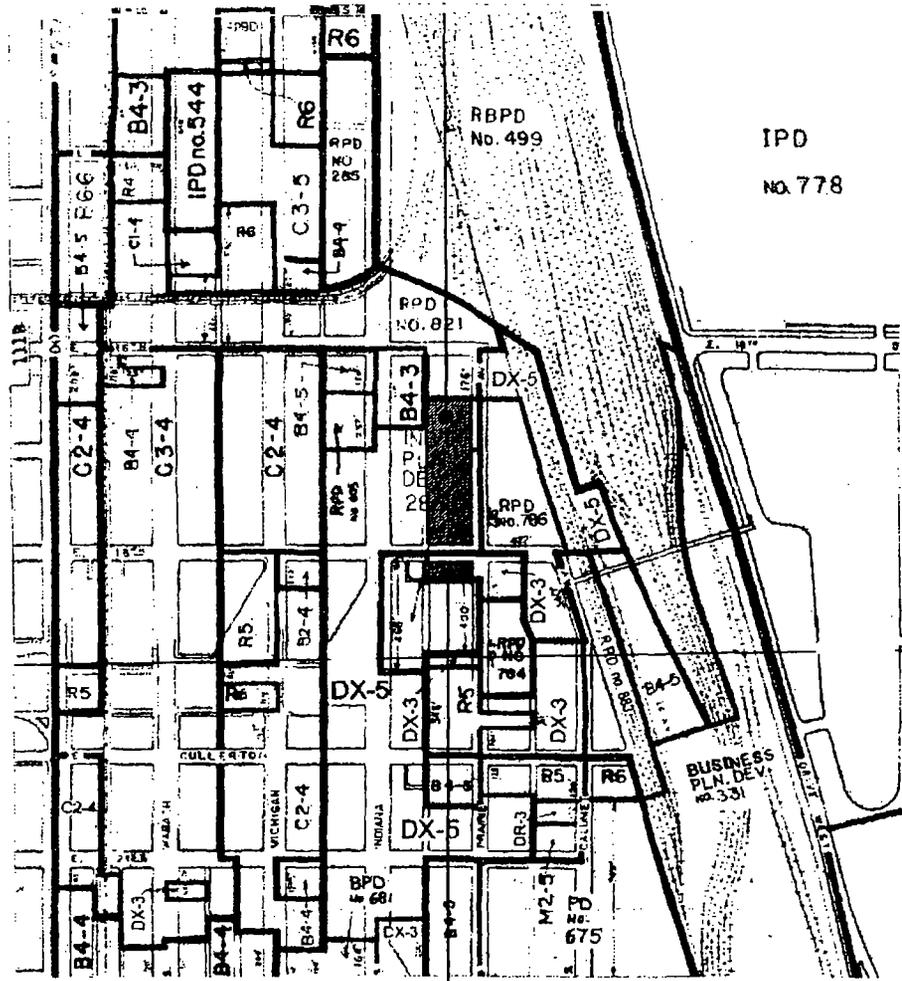
Residential Planned Development Number _____.

Plan Of Development.

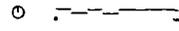
Bulk Regulations And Data Table.

Gross Site Area:	121,790 square feet (2.93 acres)
Net Site Area:	97,207 square feet (2.23 acres) = Gross Site Area (127,790 square feet) - Area remaining in adjacent public streets and alleys (36,583 square feet)
Maximum Floor Area Ratio (F.A.R.):	
Base F.A.R.:	5.0
Affordable Housing Bonus:	1.0
Adopt-a-Landmark Bonus:	1.0
Total F.A.R.:	7.0
Permitted Uses:	residential, recreational, accessory parking and related uses.
Maximum Number of Dwelling Units:	571
Minimum Number of Off-Street Parking Spaces:	586 (1.13:1 parking ratio)
Minimum Number of Bicycle Spaces:	1:2 automobile spaces; maximum 50 required
Minimum Number of Loading Berths:	3 at 10 feet width by 25 feet length by 14 feet height
Maximum Site Coverage:	In accordance with the Site Plan
Minimum Periphery Setbacks:	In accordance with the Site Plan
Maximum Building Height:	460 feet

Existing Zoning Map.



EXISTING HISTORICAL
STRUCTURE
(GLESSNER HOUSE)

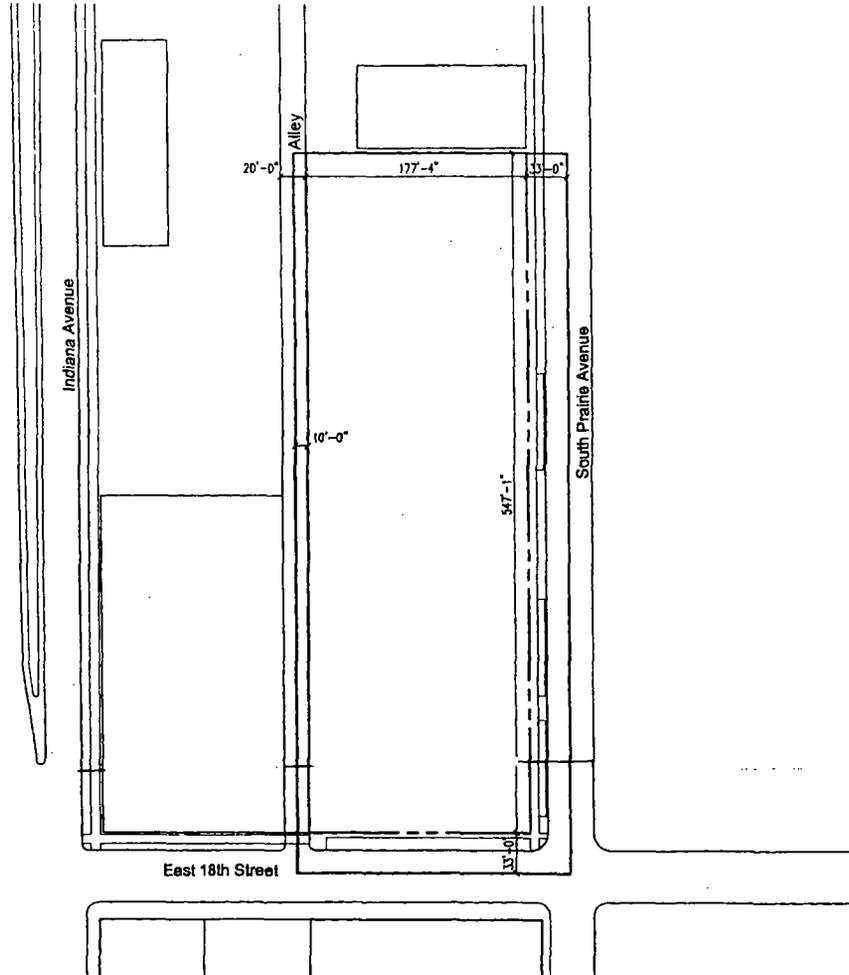


LUCIEN LAGRANGE
ARCHITECTS
200 North Michigan Avenue Chicago, IL 60611

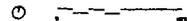
APPLICANT: 1712 SOUTH PRAIRIE LLC
ADDRESS: 1626-1736 SOUTH PRAIRIE AVENUE
200-236 EAST 18TH STREET
DATE: APRIL 26, 2006
REVISED: AUGUST 17, 2006

PD 01_ EXISTING ZONING MAP

Planned Development Boundary And Property Line Map.



PROPERTY LINE 
 PD BOUNDARY 

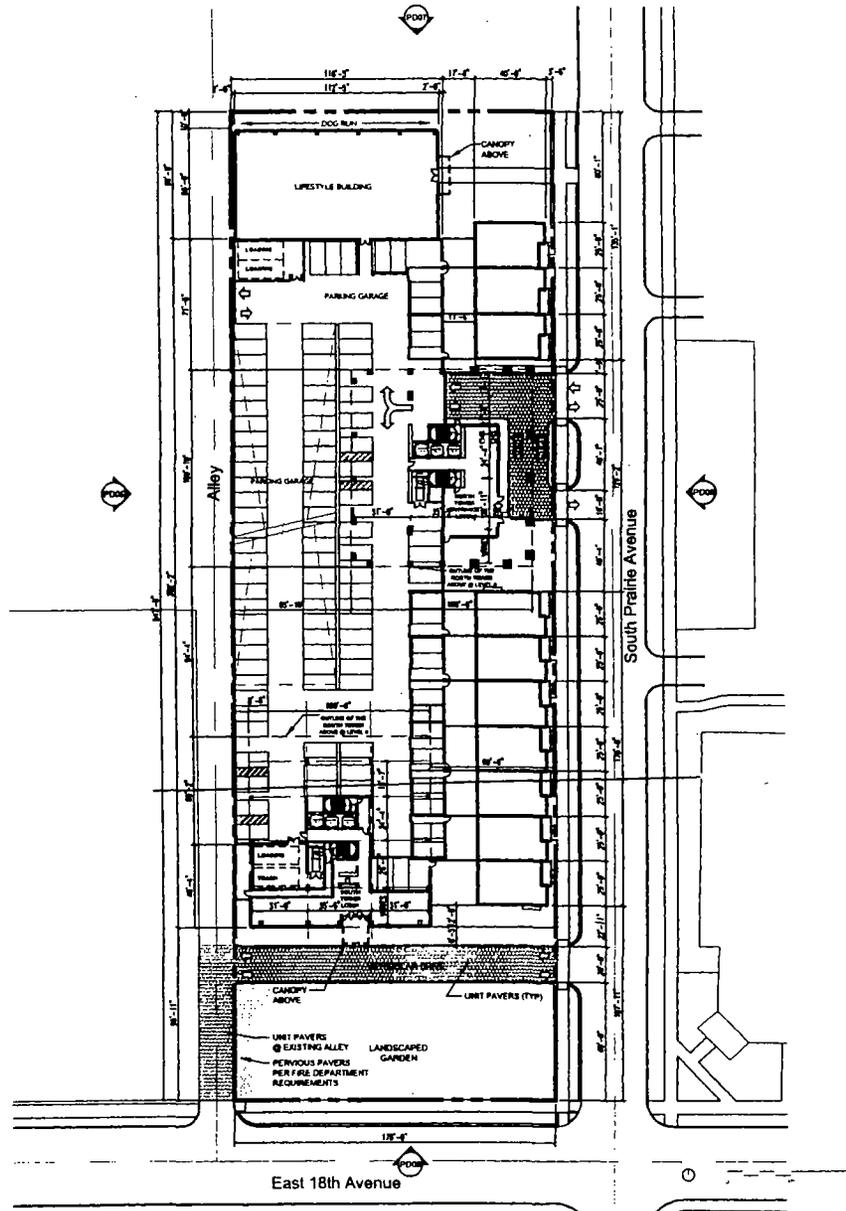


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 ARCHITECTS
 607 North Michigan Avenue Chicago, IL 60611

APPLICANT: 1712 SOUTH PRAIRIE LLC
 ADDRESS: 1626-1736 SOUTH PRAIRIE AVENUE
 200-236 EAST 18TH STREET
 DATE: APRIL 26, 2006
 REVISED AUGUST 17, 2006

PD 03, PLANNED DEVELOPMENT
 BOUNDARY AND PROPERTY LINE MAP

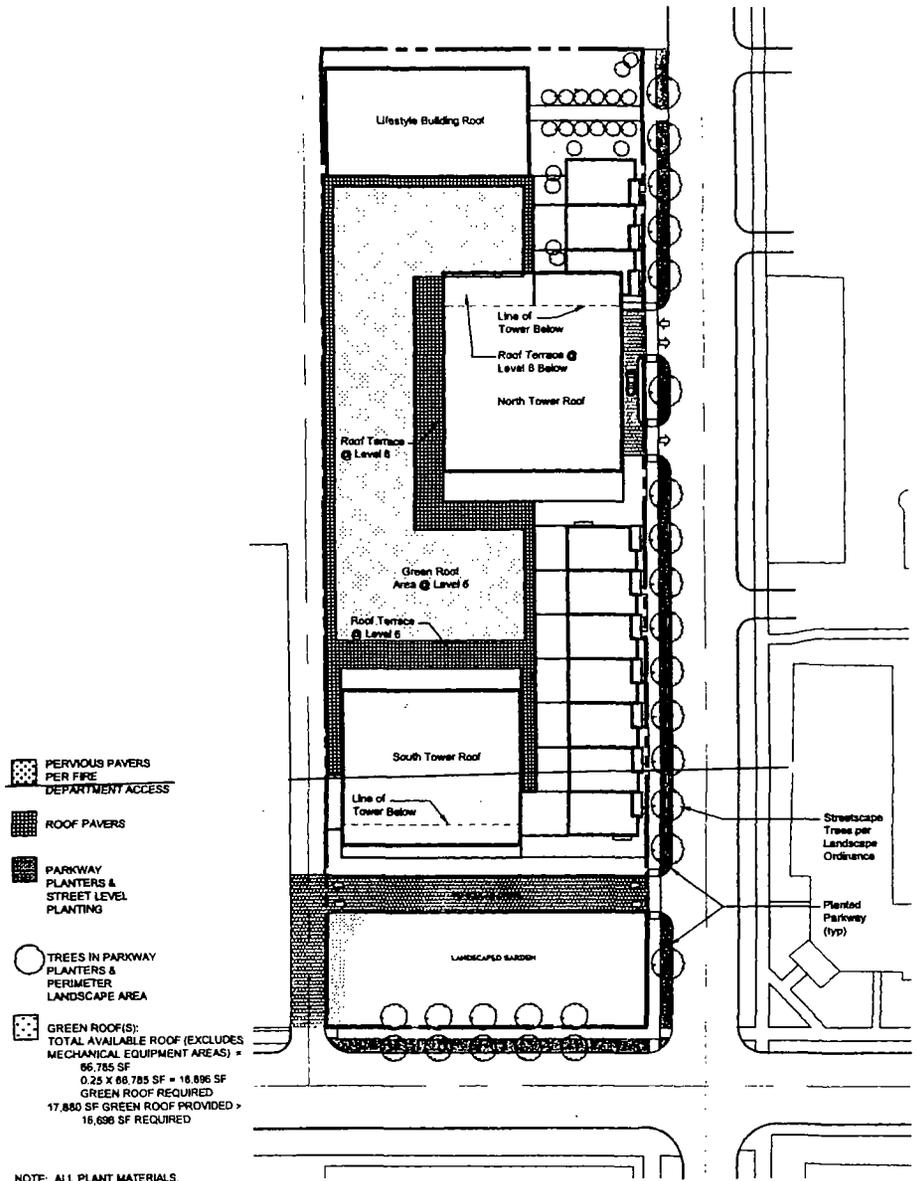
Site Plan.



PLANNING & ARCHITECTURE
LUCIEN LAGRANGE
ARCHITECTS
200 North 116th Avenue, Suite 111, 50411

APPLICANT: 1712 SOUTH PRAIRIE, LLC
ADDRESS: 1626-1736 SOUTH PRAIRIE AVENUE
200-236 EAST 18TH STREET
DATE: APRIL 26, 2006
REVISED: AUGUST 17, 2006
PD 04 SITE PLAN

Landscape Plan.



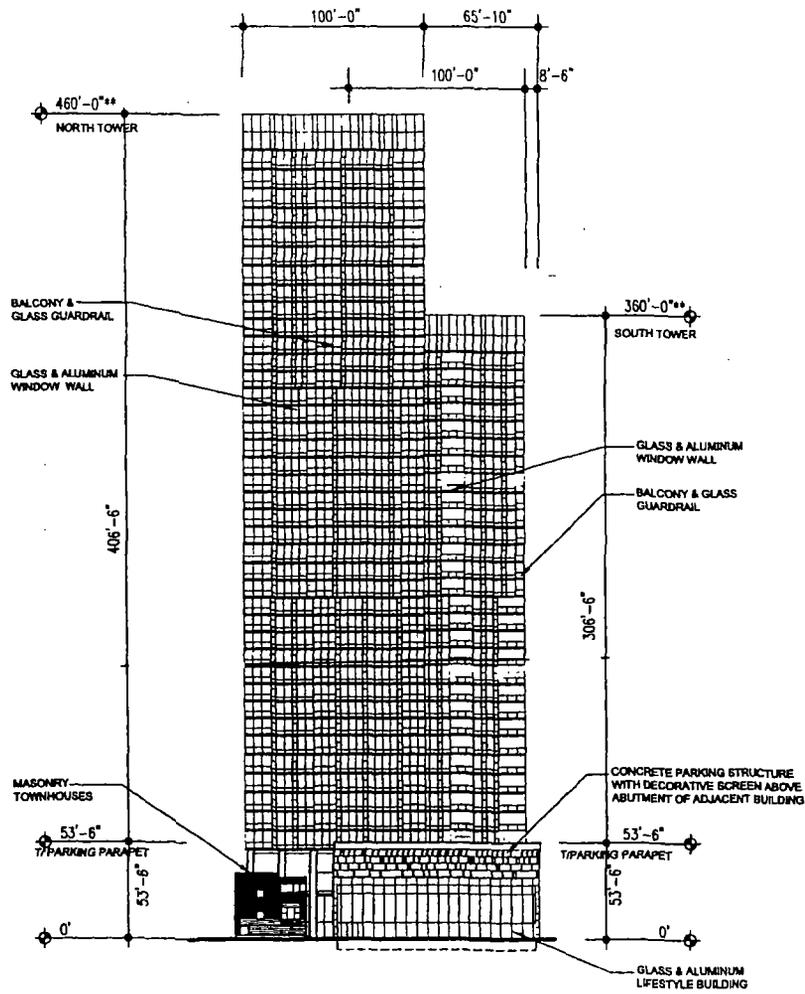
-  PERVIOUS PAVERS PER FIRE DEPARTMENT ACCESS
-  ROOF PAVERS
-  PARKWAY PLANTERS & STREET LEVEL PLANTING
-  TREES IN PARKWAY PLANTERS & PERIMETER LANDSCAPE AREA
-  GREEN ROOF(S):
TOTAL AVAILABLE ROOF (EXCLUDES MECHANICAL EQUIPMENT AREAS) = 66,785 SF
0.25 X 66,785 SF = 16,696 SF
GREEN ROOF REQUIRED 17,860 SF
GREEN ROOF PROVIDED > 16,696 SF REQUIRED

NOTE: ALL PLANT MATERIALS, PLANTING REQUIREMENTS & GROWING MEDIUM SPECIFICATIONS ARE PER CITY OF CHICAGO LANDSCAPE ORDINANCE.

LUCIEN LAGRANGE ARCHITECTS
445 North Michigan Avenue Chicago, IL 60611

APPLICANT: 1712 SOUTH PRAIRIE LLC
ADDRESS 1626-1736 SOUTH PRAIRIE AVENUE
200-236 EAST 18TH STREET
DATE APRIL 26, 2006
REVISED AUGUST 17, 2006
PD 05 LANDSCAPE PLAN

North Elevation.



** Absolute height

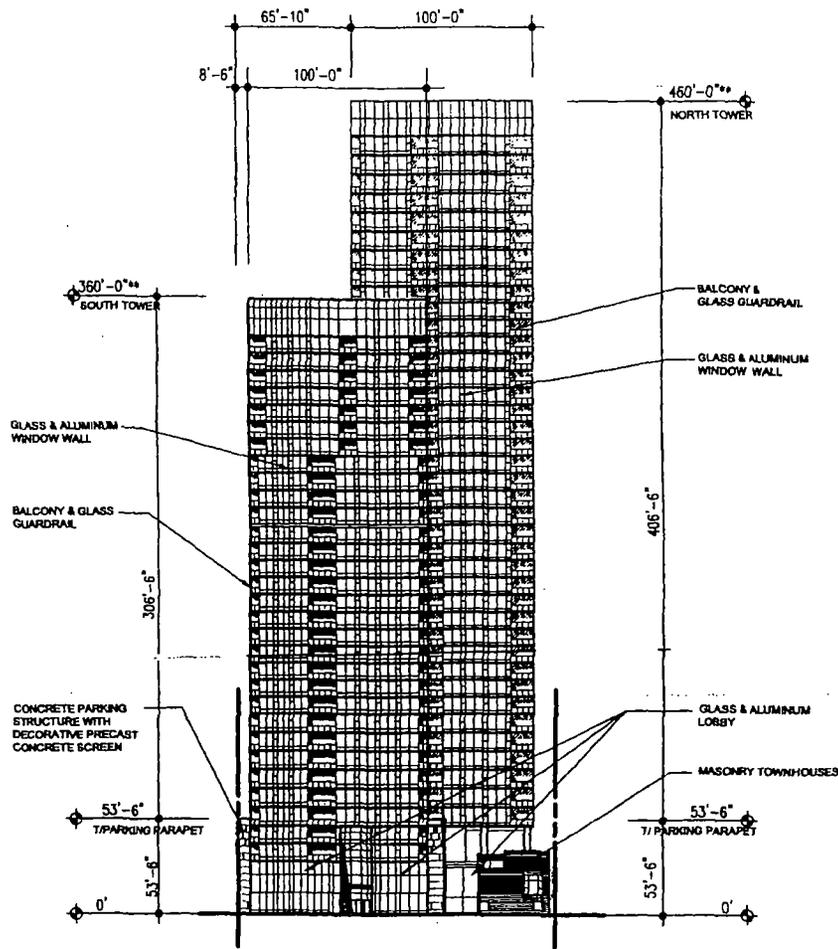
LUCIEN LAGRANGE ARCHITECTS

444 North Michigan Avenue Chicago, IL 60611

APPLICANT: 1712 SOUTH PRAIRIE LLC
ADDRESS: 1626-1736 SOUTH PRAIRIE AVENUE
200-236 EAST 18TH STREET
DATE: APRIL 26, 2006
REVISED: AUGUST 17, 2006

PD 07 - NORTH ELEVATION

South Elevation.



** Absolute height

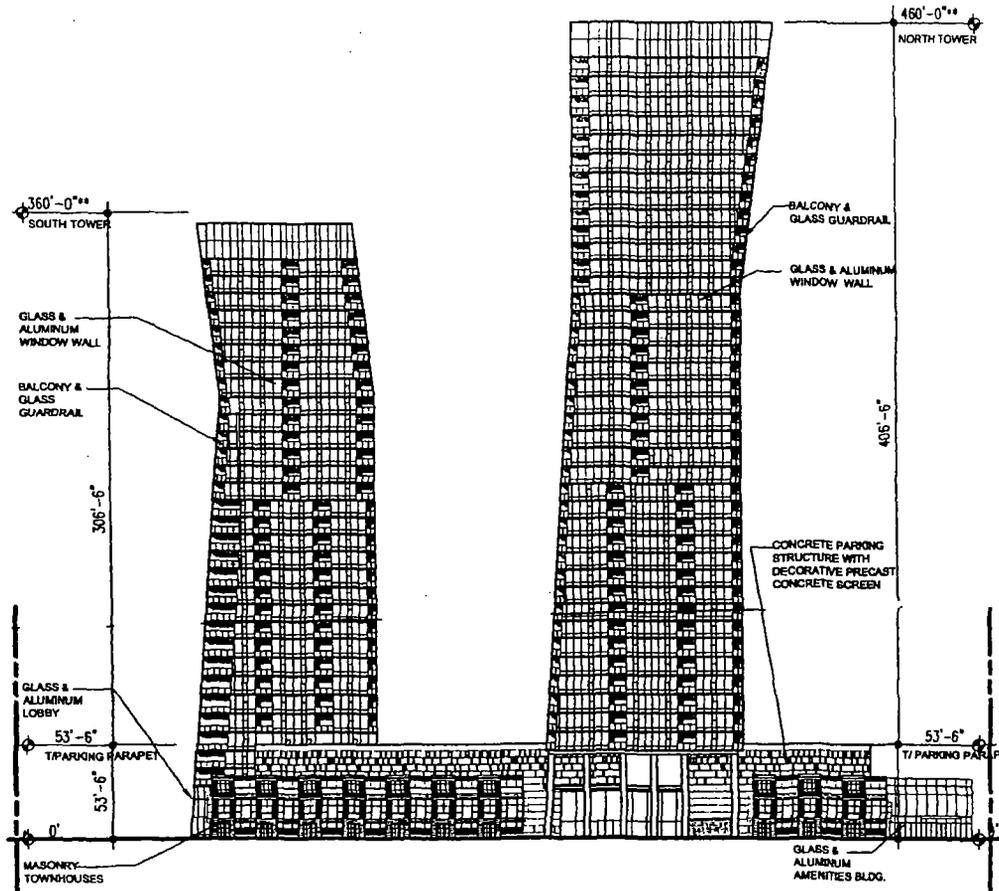
© 2006 Lucien Lagrange Architects
LUCIEN LAGRANGE
ARCHITECTS

400 North Michigan Avenue Chicago IL, USA

APPLICANT: 1712 SOUTH PRAIRIE LLC
ADDRESS: 1626-1736 SOUTH PRAIRIE AVENUE
200-236 EAST 18TH STREET
DATE: APRIL 26, 2006
REVISED: AUGUST 17, 2006

PD 09 _ SOUTH ELEVATION

East Elevation.



** Absolute height

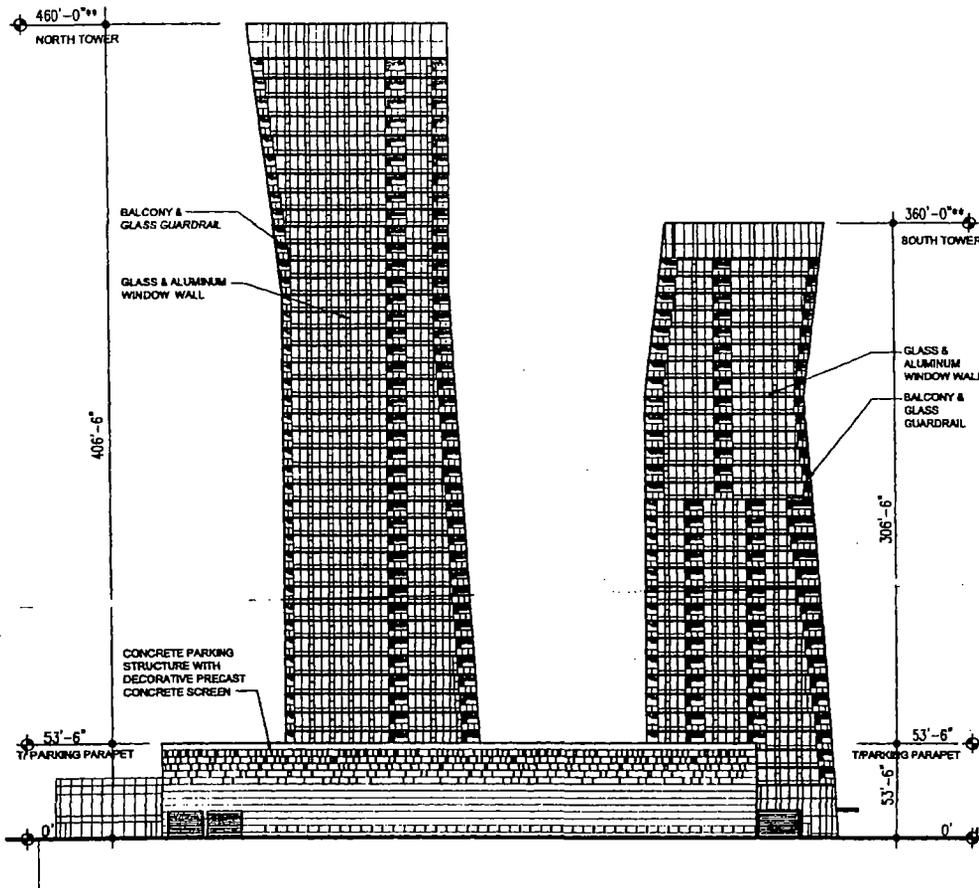
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 ARCHITECTS

442 North Michigan Avenue Chicago IL, 60611

APPLICANT: 1712 SOUTH PRAIRIE LLC
 ADDRESS: 1626-1736 SOUTH PRAIRIE AVENUE
 200-236 EAST 18TH STREET
 DATE: APRIL 28, 2006
 REVISED: AUGUST 17, 2006

PD 08 _ EAST ELEVATION

West Elevation.



** Absolute height

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ARCHITECTS

409 North Michigan Avenue Chicago IL 60611

APPLICANT: 1712 SOUTH PRAIRIE LLC
ADDRESS: 1626-1736 SOUTH PRAIRIE AVENUE
200-236 EAST 18TH STREET
DATE: APRIL 26, 2006
REVISED: AUGUST 17, 2006

PD 06 WEST ELEVATION

Reclassification Of Area Shown On Map Number 5-H.
(Application Number A-6036)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the B1-2 Neighborhood Shopping District symbols and indications as shown on Map Number 5-H in the area bounded by:

West Armitage Avenue; North Leavitt Street; a line 24 feet south of and parallel to West Armitage Avenue; and the public alley next west of and parallel to North Leavitt Street,

to those of a C1-1 Neighborhood Commercial District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map Number 5-H.
(As Amended)
(Application Number A-6037)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the M1-1 Limited Manufacturing/Business Park District symbols and indications as shown on Map Number 5-H in the area bounded by:

the south line of West Bloomingdale Avenue; the public alley next west of and parallel to North Hermitage Avenue; the public alley next south of and parallel to the south line of West Bloomingdale Avenue; and the public alley next west of and parallel to North Honore Street,

to those of an RS3 Residential Single-Unit (Detached House) District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map Number 5-J.
(Application Number A-6056)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the RT4 Residential Two-Flat, Townhouse and Multi-Unit District symbols and indications as shown on Map Number 5-J in the area bounded by:

the westerly right-of-way line of the Canadian Pacific Railroad (Soo Line), formerly the Chicago, Milwaukee St. Paul and Pacific Railroad; West Cortland Street; and North Springfield Avenue,

to those of an M1-1 Limited Manufacturing/Business Park District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map Number 5-K.
(Application Number 15778)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the RS3 Residential Single-Unit (Detached House) District symbols and indications as shown on Map Number 5-K in the area bounded by:

West Dickens Avenue; a line 268.50 feet east of and parallel to North Kostner Avenue; the alley next south of and parallel to West Dickens Avenue; and a line 218.50 feet east of and parallel to North Kostner Avenue,

to those of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification Of Area Shown On Map Number 7-F.
(Application Number A-6063)*

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of the City of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing the RM6 Residential Multi-Unit District symbols and indications as shown on Map Number 7-F in the area bounded by:

West Belmont Avenue; North Hudson Avenue; the alley next south of and parallel to West Belmont Avenue; and North Pine Grove Avenue,

to those of an RM5.5 Residential Multi-Unit District.

SECTION 2. This ordinance shall be effective after its passage and publication.

*Reclassification Of Area Shown On Map Number 7-F.
(Application Number A-6064)*

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of the City of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing the RM6 Residential Multi-Unit District symbols and indications on Map Number 7-F in the area bounded by:

West Belmont Avenue; a line 135.5 feet east of and parallel to North Cambridge Avenue; the alley next south of and parallel to West Belmont Avenue; and a line 149.09 feet west of and parallel to North Cambridge Avenue,

to those of an RM5.5 Residential Multi-Unit District.

SECTION 2. This ordinance shall be effective after its passage and publication.

Reclassification Of Area Shown On Map Number 7-G.
(Application Number A-6065)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of the City of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing the B3-5 Community Shopping District symbols and indications on Map Number 7-G in the area bounded by:

West Belmont Avenue; a line 132 feet east of and parallel to North Seminary Avenue; the alley next south of and parallel to West Belmont Avenue; and North Seminary Avenue,

to those of a B3-3 Community Shopping District.

SECTION 2. This ordinance shall be effective after its passage and publication.

Reclassification Of Area Shown On Map Number 7-H.
(As Amended)
(Application Number 15753)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the M1-2 Limited Manufacturing/Business Park District symbols as shown on Map Number 7-H in the area generally bounded by:

a line 313.75 feet south of and parallel to West Nelson Street; North Oakley Avenue; a line 338.75 feet south of and parallel to West Nelson Street; and the public alley next west of and parallel to North Oakley Avenue,

to those of an RT3.5 Residential Two-Flat, Townhouse and Multi-Unit District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map Number 7-I.
(Application Number 15810)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the RS3 Residential Single-Unit (Detached House) District symbols and indications as shown on Map Number 7-I in the area bounded by:

West George Street; the alley next east of North Sacramento Avenue; a line 32.40 feet south of West George Street; and North Sacramento Avenue,

to those of an RT3.5 Residential Two-Flat, Townhouse and Multi-Unit District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map Number 7-L.
(Application Number A-6087)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the C2-1 Motor Vehicle-Related Commercial District symbols and indications as shown on Map Number 7-L in the area bounded by:

West Deming Place; North Cicero Avenue; a line 144 feet south of and parallel to West Deming Place; and the public alley next west of and parallel to North Cicero Avenue,

to those of a B1-1 Neighborhood Shopping District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map Number 8-F.
(Application Number 15786)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the RS3 Residential Single-Unit (Detached House) District symbols and indications as shown on Map Number 8-F in the area bounded by:

the public alley next north of and parallel to West 37th Street; a line 140.50 feet east of and parallel to South Parnell Avenue; West 37th Street; and a line 115.50 feet east of and parallel to South Parnell Avenue,

to those of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map Number 9-G.
(As Amended)
(Application Number 14703)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the RT3.5 District symbols and indications as shown on Map Number 9-G in the area bounded by:

West Melrose Street; North Greenview Avenue; a line 133 feet south of West Melrose Street; and a line 313 feet west of North Greenview Avenue,

to those of a B1-3 District and a corresponding use district is hereby established in the area above described.

SECTION 2. That the Chicago Zoning Ordinance be amended by changing all the B1-3 District symbols and indications as shown on Map Number 9-G in the area bounded by:

West Melrose Street; North Greenview Avenue; West Belmont Avenue; a line 218 feet west of North Greenview Avenue; a line 125.27 feet north of West Belmont Avenue; a line from a point 299.25 feet west of North Greenview Avenue and

125.27 feet north of West Belmont Avenue to a point 313 feet west of North Greenview Avenue and 127.33 feet south of West Melrose Street; and a line 313 feet west of North Greenview Avenue,

to those of a Residential-Institutional Planned Development which is hereby established in the area described above, subject to such use and bulk regulations as are set forth in the plan of development herewith attached and made a part hereof and to no others.

SECTION 3. This ordinance shall be in full force and effect from and after its passage and due publication.

Plan of Development Statements referred to in this ordinance read as follows:

Residential-Institutional Planned Development Number _____

Plan Of Development Statements.

1. The area delineated herein as a Residential-Institutional Planned Development consists of approximately seventy-one thousand four hundred forty-five (71,445) square feet (one and sixty-four hundredths (1.64) acres) of property which is depicted on the attached Planned Development Boundary and Property Line Map ("Property") and is owned or controlled by Renaissance Saint Luke SLF, L.P. ("Applicant").
2. All applicable official reviews, approvals or permits required in connection with this planned development shall be obtained by the Applicant or its successors, assignees or grantees. Any dedication or vacation of streets, alleys or easements, or any adjustment of right-of-way, or consolidation or resubdivision of parcels, shall require a separate submittal on behalf of the Applicant or its successors, assignees or grantees and approval by the City Council.
3. The requirements, obligations and conditions contained within this planned development shall be binding upon the Applicant, its successors and assigns and, if different than the Applicant, the legal titleholders. All rights granted hereunder to the Applicant shall inure to the benefit of the Applicant's successors and assigns and, if different than the Applicant, the legal titleholder. Furthermore, pursuant to the requirements of Section 17-8-0400 of the Chicago Zoning Ordinance, the Property, at the time applications for amendments, modifications or changes (administrative, legislative or otherwise) to this planned development are made, shall be under single ownership or under single designated control. Single designated control for purposes of this paragraph shall mean that any application to the City for any amendment to this planned

development or any other modification or change thereto (administrative, legislative or otherwise) shall be made or authorized by all the owners of the Property and ground lessors, or any homeowners association(s) formed to succeed the applicant for purposes of control or management of property within the planned development.

4. This plan of development consists of fifteen (15) statements; a Bulk Regulations and Data Table; an Existing Zoning Map; an Existing Land-Use Map; a Planned Development Boundary and Property Line Map; a Site/Roof Plan; a Landscape Plan; Floor Plans; and Building Elevations, all prepared by Worn Jerabek, Architects P.C., dated September 21, 2006. Full size sets of the Site Plan and Building Elevations are on file with the Department of Planning and Development. The planned development is applicable to the area delineated herein and these and no other controls shall apply.
5. The following uses are permitted within the planned development: assisted housing for the elderly; religious assembly and related uses; schools; accessory and non-accessory off-street parking; and accessory uses.
6. Identification signs shall be permitted within the planned development subject to the review and approval of the Department of Planning and Development. Temporary signs, such as construction and marketing signs shall be permitted subject to review and approval of the Department of Planning and Development.
7. Off-street parking shall be provided in compliance with this plan of development, subject to the review and approval of the Departments of Transportation and Planning and Development.
8. Ingress or egress shall be subject to the review and approval of the Department of Transportation and the Department of Planning and Development. All work proposed in the public way must be designed and constructed in accordance with the Department of Transportation Construction Standard for Work in the Public Way and in compliance with the Municipal Code of the City of Chicago. Closure of all or part of any public streets or alleys during demolition or construction shall be subject to the review and approval of the Department of Transportation.
9. In addition to the maximum height of buildings and any appurtenance thereto prescribed in this planned development, the height of any improvements shall also be subject to height limitations as approved by the Federal Aviation Administration.
10. For purposes of maximum floor area ratio ("F.A.R.") calculations, the definitions of the Chicago Zoning Ordinance shall apply.

11. The improvements on the Property, shall be designed, installed, and maintained in substantial conformance with the Site Plan, Landscape Plan and the Building Elevations and in accordance with the parkway tree provisions of the Chicago Zoning Ordinance and corresponding regulations and guidelines.
12. The terms, conditions and exhibits of this planned development may be modified administratively by the Commissioner of the Department of Planning and Development upon the request of the Applicant and after a determination by the Commissioner of the Department of Planning and Development that such a modification is minor, appropriate and consistent with the nature of the development of the Property contemplated herein. Any such modification shall be deemed a minor change in the planned development as contemplated by Section 17-13-0611-A of the Chicago Zoning Ordinance. Notwithstanding the provisions of subclause 4 of Section 17-13-0611-A of the Chicago Zoning Ordinance, such minor changes may include a reduction in periphery setbacks or an increase of the maximum percent of land covered.
13. The Applicant acknowledges that it is in the public interest to design, construct and maintain all buildings in a manner which promotes and maximizes the conservation of energy resources. The Applicant shall use best and reasonable efforts to design, construct and maintain all new buildings to be located within this planned development in an energy efficient manner, generally consistent with the Leadership in Energy and Environmental Design ("L.E.E.D.") Green Building Rating System.
14. The applicant acknowledges that it is in the public interest to design, construct and maintain the project in a manner which promotes, enables, and maximizes universal access throughout the Property. Plans for all buildings and improvements on the Property shall be reviewed and approved by the Mayor's Office for People with Disabilities ("M.O.P.D.") to ensure compliance with all applicable laws and regulations related to access for persons with disabilities and to promote the highest standard of accessibility. No building permits shall be granted by the Department of Construction and Permits until the Director of M.O.P.D. has approved detailed construction drawings for building or improvement proposed to be constructed pursuant to the permit.
15. Unless substantial construction has commenced within six (6) years following adoption of this planned development, and unless completion thereof is diligently pursued, then this planned development shall expire and the zoning of the Property shall automatically revert to the previously existing B1-3 and RT3.5 Districts.

[Existing Zoning Map and Planned Development Boundary Property Line Map referred to in these Plan of Development Statements unavailable at time of printing.]

[Existing Land-Use Area Maps; Site/Roof Plan; Landscape Plan; Floor Plans; Building Elevations; and Ornamental Metal Fence and Planting Details referred to in these Plan of Development Statements printed on pages 88476 through 88489 of this *Journal*.]

Bulk Regulations and Data Table referred to in these Plan of Development Statements reads as follows:

Residential-Business Planned Development.

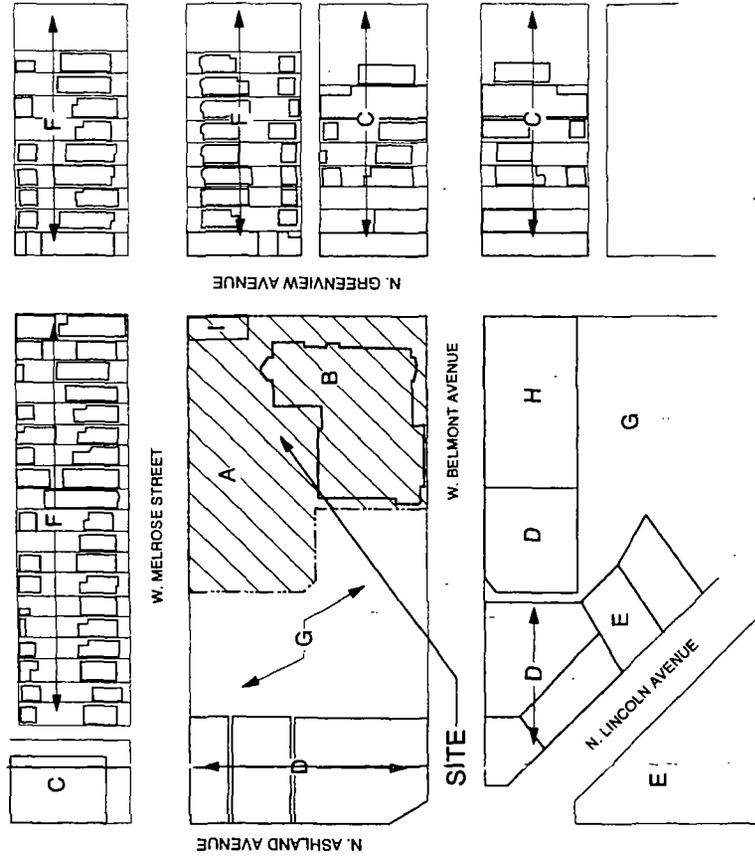
Plan Of Development

Bulk Regulations And Data Table.

Gross Site Area:	99,936 square feet
Area in Public Right-of-Way:	28,491 square feet
Net Site Area:	71,445 square feet (1.64 acres)
Maximum Number of Dwelling Units:	107
Maximum Permitted Floor Area Ratio:	2.1
Maximum Building Height:	In accordance with the Building Elevations
Maximum Percentage of Site Coverage:	In accordance with Site/Roof Plan
Minimum Setbacks from Property Line:	In accordance with Site/Roof Plan
Minimum Number of Off-Street Parking Spaces:	134
Church and School:	44
Supportive Living Facility:	90

Minimum Number of Off-Street Loading Berths:	1
Gross Site Area:	99,936 square feet (2.29 acres)
Net Site Area:	71,445 square feet (1.64 acres)
Portion of Net Site Area to be dedicated:	0
Net Site area after dedication:	71,445 square feet
Building Area:	
Existing:	72,000 square feet
Proposed:	145,000 square feet
Total:	217,000 square feet
Maximum Number of Dwelling Units:	107
Maximum Floor Area Ratio:	2.1
Off-Street Accessory Parking Spaces:	
Church and School:	44
Supportive Living Facility:	90
Total:	134
Off-Street Loading Spaces:	1 (10 feet by 25 feet)
Maximum Percentage of Site Coverage:	77%
Minimum Required Setbacks	As per Site Plan
Maximum Building Height:	
Existing:	75 feet
Proposed:	53 feet

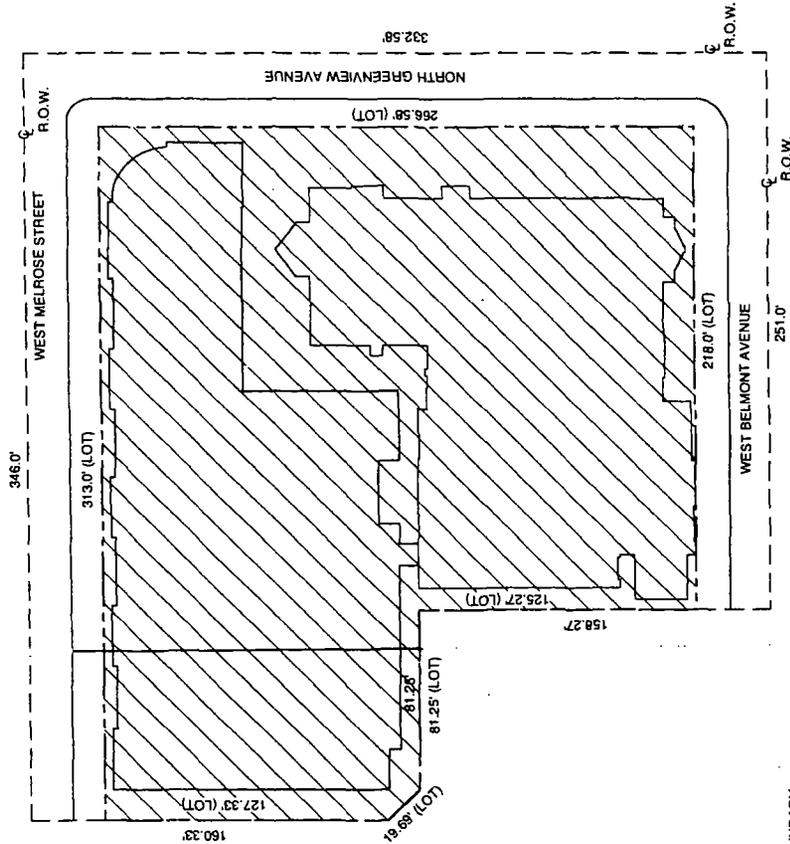
Existing Land-Use Area Maps.
(Page 1 of 3)



- KEY:**
- A PROJECT SITE
 - B EXISTING SAINT LUKE CHURCH AND SCHOOL
 - C B3-2 BUSINESS DISTRICT (1-4 STORIES)
 - D B1-3 BUSINESS DISTRICT (1-4 STORIES)
 - E B1-3 BUSINESS DISTRICT (5-7 STORIES)
 - F SINGLE & MULTIPLE FAMILY DWELLINGS (2-4 STORIES)
 - G PARKING LOT
 - H MULTIPLE-FAMILY DWELLING (8 STORIES)
 - I EXISTING BUILDING TO BE REMOVED

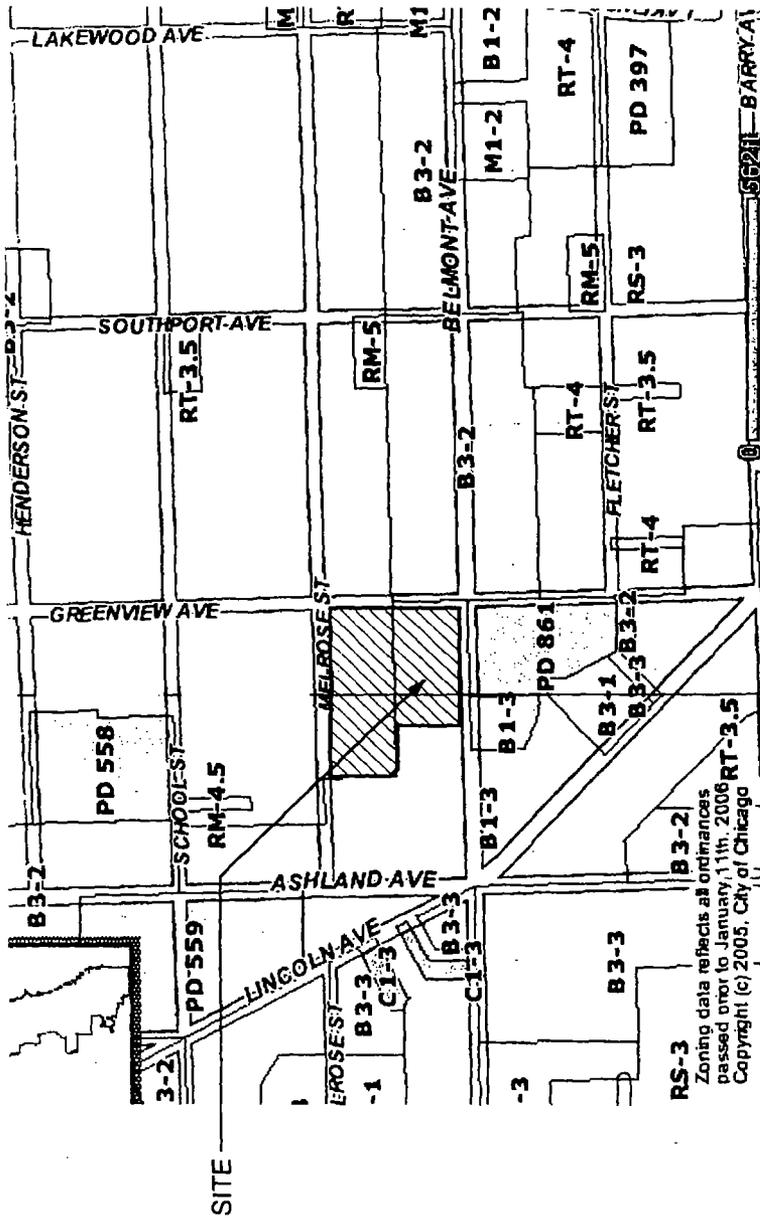
<p>DRAWING: EXISTING LAND-USE AREA MAP SCALE: 1"=150'</p>	<p>ADDRESS: 1501 West Melrose Street Chicago, Illinois 60657</p> <p>APPLICANT: Renaissance Saint Luke SLF, L.P.</p> <p>DATE: September 21, 2006</p>	<p>RENAISSANCE SAINT LUKE SUPPORTIVE LIVING FACILITY</p>
<p>© COPYRIGHT WORN_JERABEK ARCHITECTS, P.C. 2006</p>		<p>WORN_JERABEK ARCHITECTS, P.C. 212 WEST SUPERIOR #600 CHICAGO, ILLINOIS 60610 PHONE: 312.642.5367 FAX: 312.642.4189 WWW.WJAPC.COM</p>

Existing Land-Use Area Maps.
(Page 2 of 3)



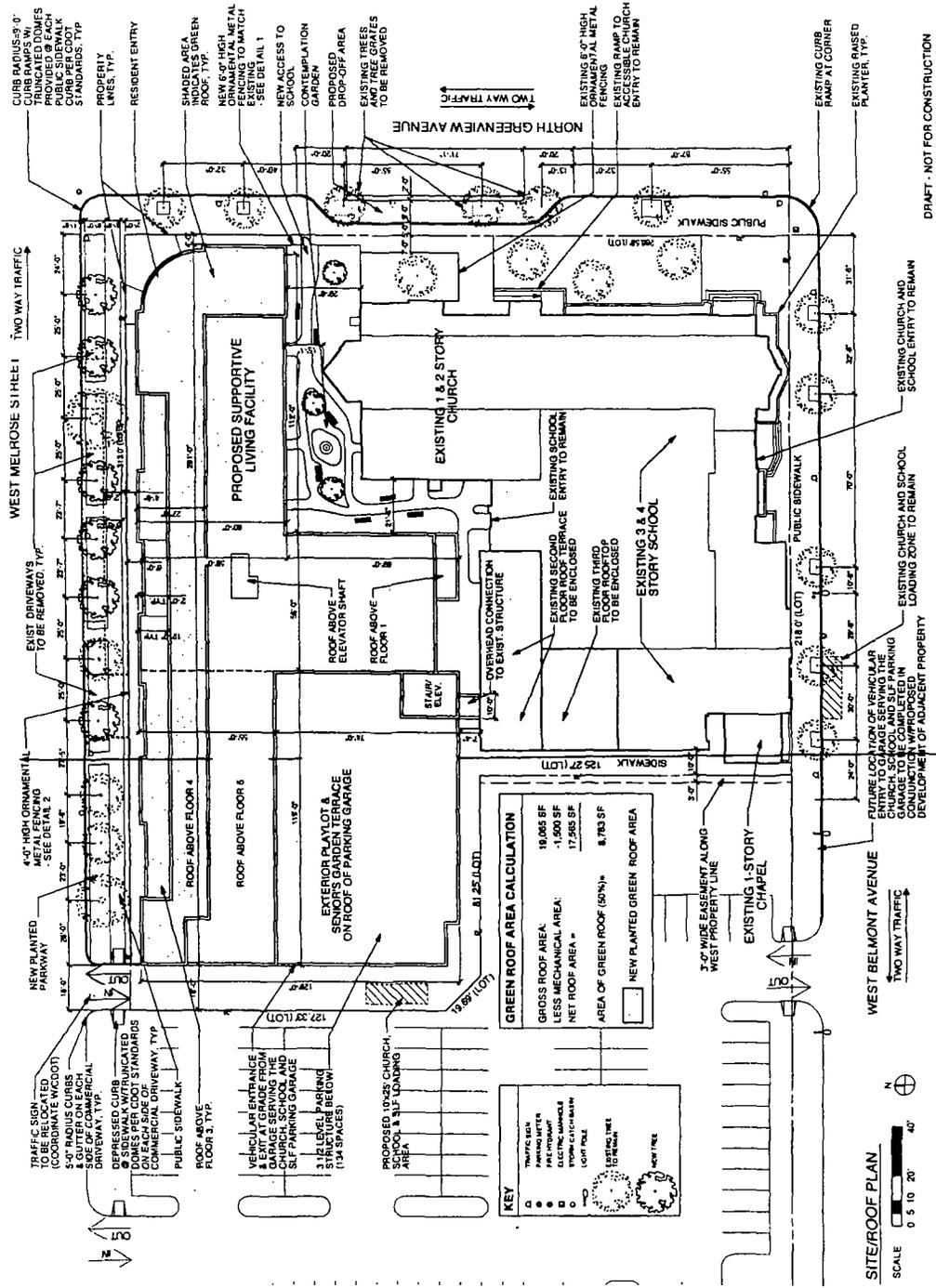
RENAISSANCE SAINT LUKE SUPPORTIVE LIVING FACILITY	WORN JERABEK ARCHITECTS, P.C. 212 WEST SUPERIOR #600 CHICAGO, ILLINOIS 60610 PHONE: 312.642.5587 FAX: 312.642.4189 WWW.WWAPC.COM	ADDRESS: 1501 West Melrose Street Chicago, Illinois 60657 APPLICANT: Renaissance Saint Luke SLF, L.P. DATE: September 21, 2006	DRAWING: EXISTING LAND-USE AREA MAP SCALE: 1"=60' © COPYRIGHT WORN_JERABEK ARCHITECTS, P.C. 2006
	ADDRESS: 1501 West Melrose Street Chicago, Illinois 60657 APPLICANT: Renaissance Saint Luke SLF, L.P. DATE: September 21, 2006		

Existing Land-Use Area Maps.
(Page 3 of 3)



<p>RENAISSANCE SAINT LUKE SUPPORTIVE LIVING FACILITY</p>	<p>ADDRESS: 1501 West Melrose Street Chicago, Illinois 60657</p>	<p>DRAWING: EXISTING LAND-USE AREA MAP</p>
<p>WORN JERABEK ARCHITECTS, P.C. 212 WEST SUPERIOR #600 CHICAGO, ILLINOIS 60610 PHONE: 312.642.5387 FAX: 312.642.4189 WWW.WJAPC.COM</p>	<p>APPLICANT: Renaissance Saint Luke SLF, L.P. DATE: September 21, 2006</p>	<p>SCALE: N.T.S. © COPYRIGHT WORN JERABEK ARCHITECTS, P.C. 2006</p>

Site/Roof Plan.



GREEN ROOF AREA CALCULATION

GROSS ROOF AREA	10,065 SF
LESS MECHANICAL AREA	-1,900 SF
NET ROOF AREA	17,965 SF
AREA OF GREEN ROOF (50%)	8,783 SF

ARCHITECT:
Worn, Jarabak Architects, P.C.
212 W. Superior St., #600
Chicago, IL 60610
© Worn, Jarabak Architects, P.C. 2006

Renaissance Saint Luke Supportive Living Facility

ADDRESS: 1501 West Melrose Street
Chicago, Illinois 60627
APPLICANT: Renaissance Saint Luke S.L.F. L.P.
DATE: September 21, 2006

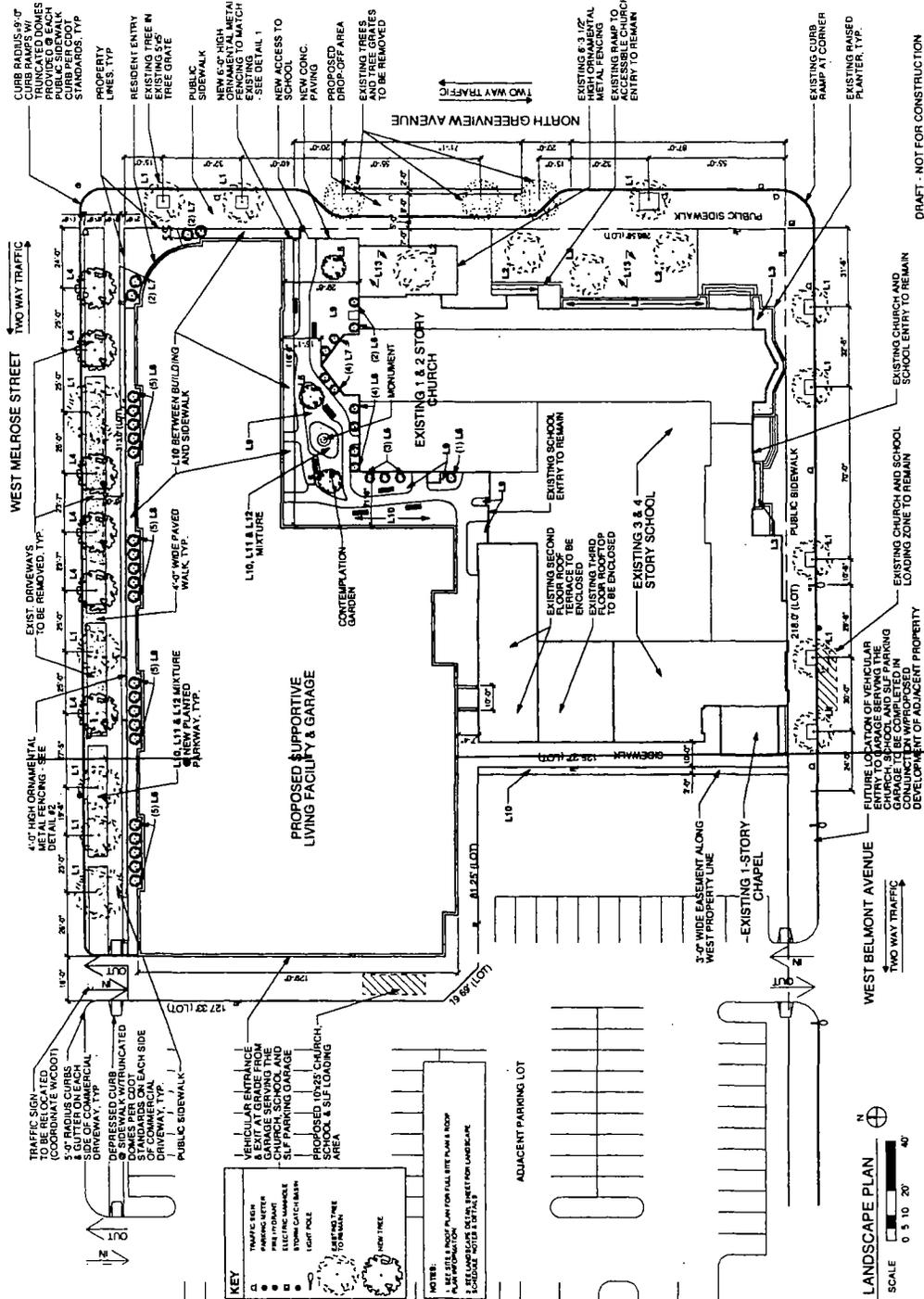
SITE/ROOF PLAN

SCALE: 0 5 10 20 40'



DRAFT - NOT FOR CONSTRUCTION

Landscape Plan.



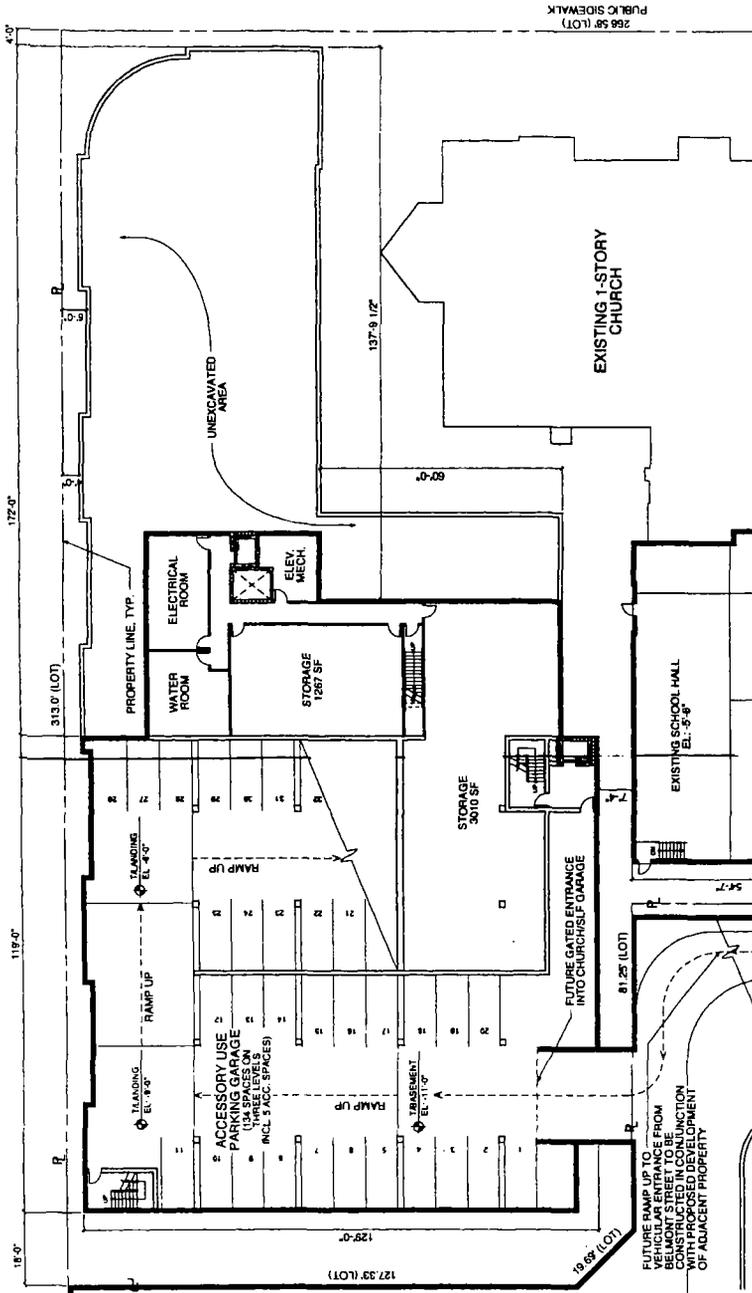
Architect:
Worn-Jerabek Architects, P.C.
212 W. Superior St., #600
Chicago, IL 60610
© Worn-Jerabek Architects, P.C. 2006

Renaissance Saint Luke Supportive Living Facility

ADDRESS: 1501 West Melrose Street
Chicago, Illinois 60657
APPLICANT: Renaissance Saint Luke SLF, L.P.
DATE: September 21, 2006

DRAFT - NOT FOR CONSTRUCTION

Basement Plan.



BASEMENT PLAN
SCALE 0 10 20'

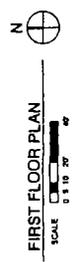
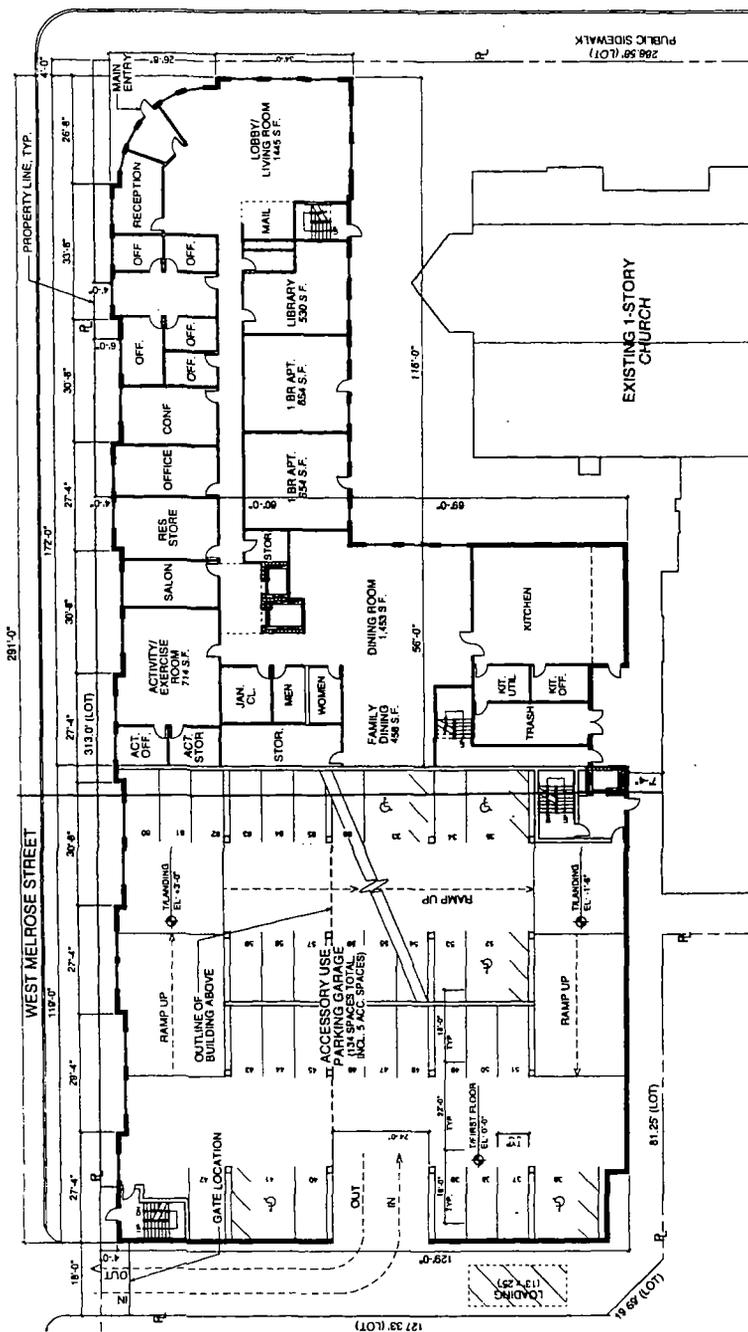
DRAFT - NOT FOR CONSTRUCTION

Architect
 Worn-Jarosz Architects, P.C.
 212 West Chicago, IL 60611
 © Worn-Jarosz Architects, P.C. 2006

Renaissance Saint Luke Supportive Living Facility

ADDRESS: 1501 West Melrose Street
 Chicago, Illinois 60657
 APPLICANT: Renaissance Saint Luke SLF, L.P.
 DATE: September 21, 2006

First Floor Plan.



FIRST FLOOR PLAN
SCALE 1/8" = 1'-0"

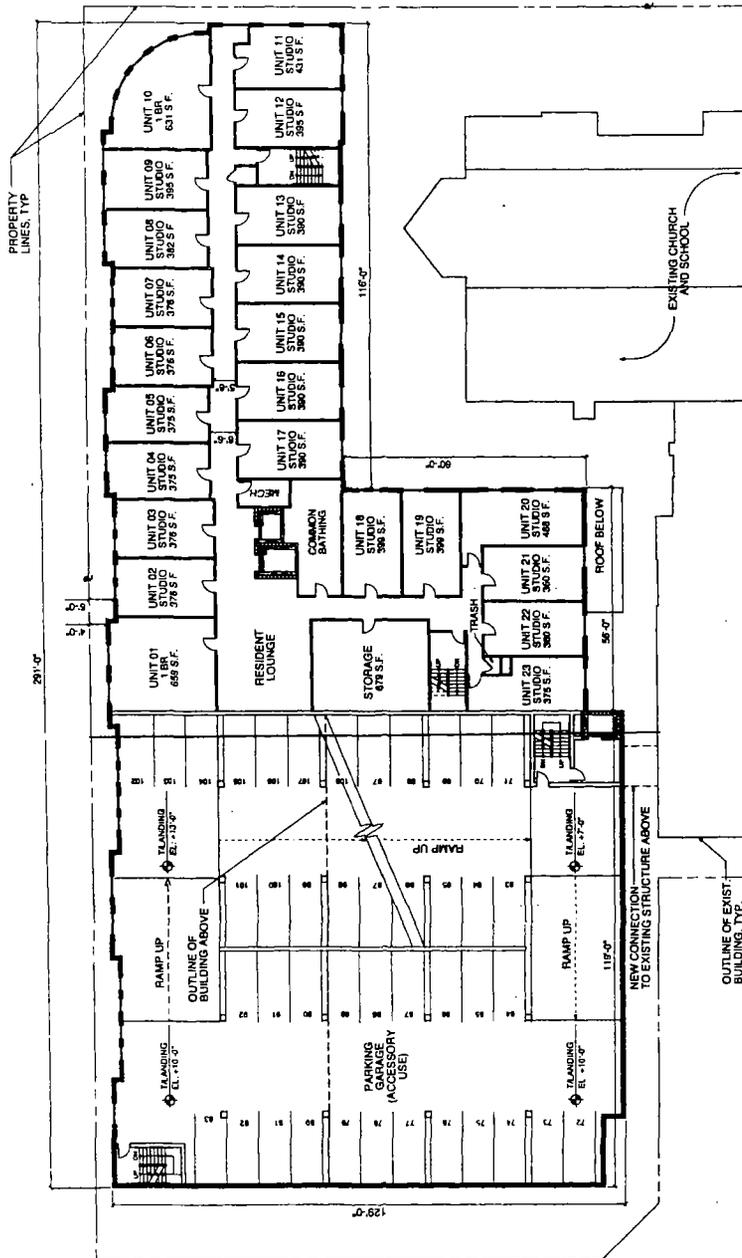
DRAFT - NOT FOR CONSTRUCTION

Architect:
Worn Jarabak Architects, P.C.
212 W. Superior St., Suite 200
Chicago, IL 60604
© Worn Jarabak Architects, P.C. 2004

Renaissance Saint Luke Supportive Living Facility

ADDRESS: 1501 West Melrose Street
Chicago, Illinois 60657
APPLICANT: Renaissance Saint Luke SLF, L.P.
DATE: September 21, 2006

Second Floor Plan.



SECOND FLOOR PLAN
 SCALE 1/8" = 1'-0"

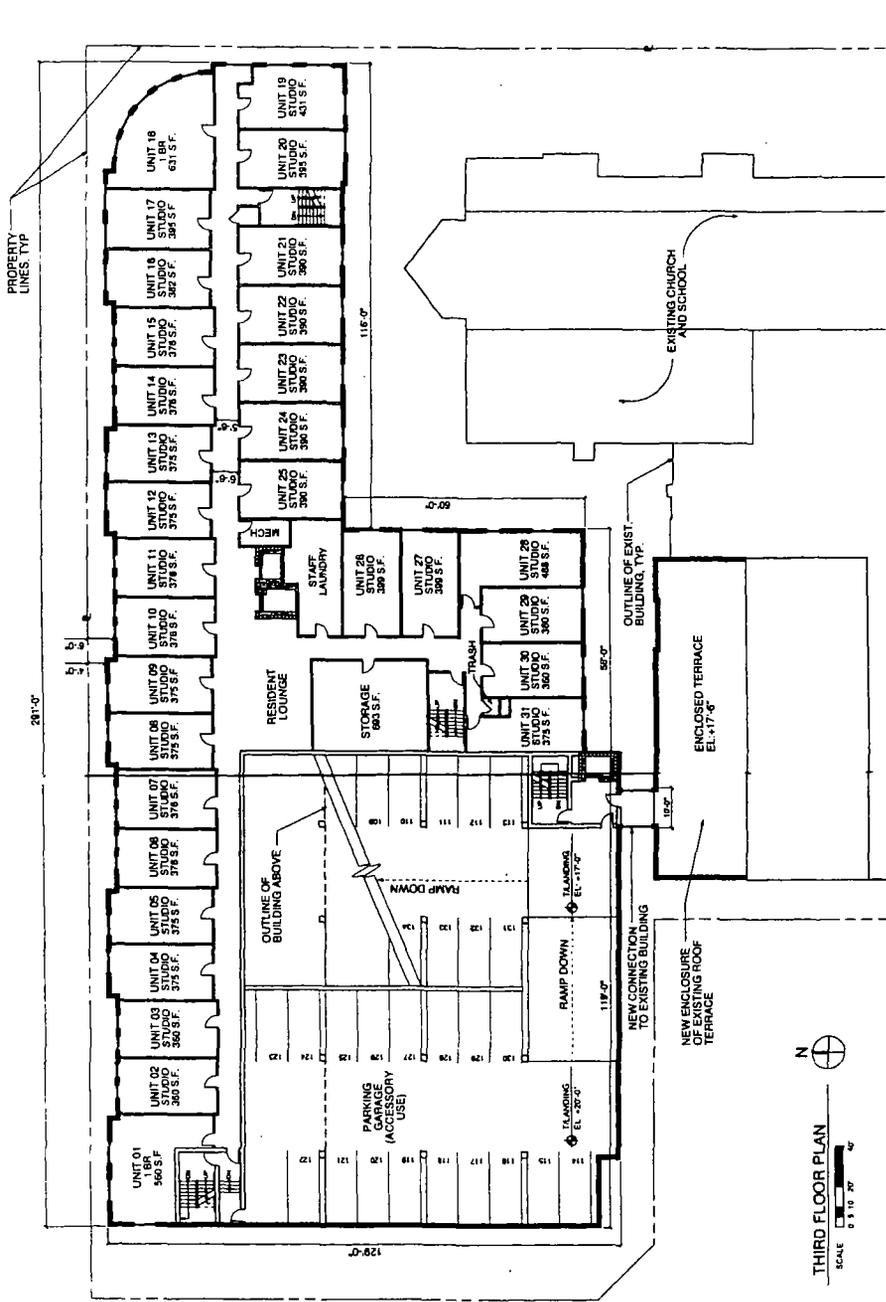
DRAFT - NOT FOR CONSTRUCTION

Architect:
 Worn, Jurgens, Archibald, P.C.
 212 N. Dearborn Street
 Chicago, IL 60610
 © Worn, Jurgens, Archibald, P.C. 2006

Renaissance Saint Luke Supportive Living Facility

ADDRESS: 1501 West Madison Street
 Chicago, Illinois 60657
 APPLICANT: Renaissance Saint Luke S.L.F., L.P.
 DATE: September 21, 2006

Third Floor Plan.



DRAFT - NOT FOR CONSTRUCTION

Architect:
 Wornat Architects, P.C.
 212 W. Superior St.
 Chicago, IL 60610
 © Wornat Architects, P.C. 2006

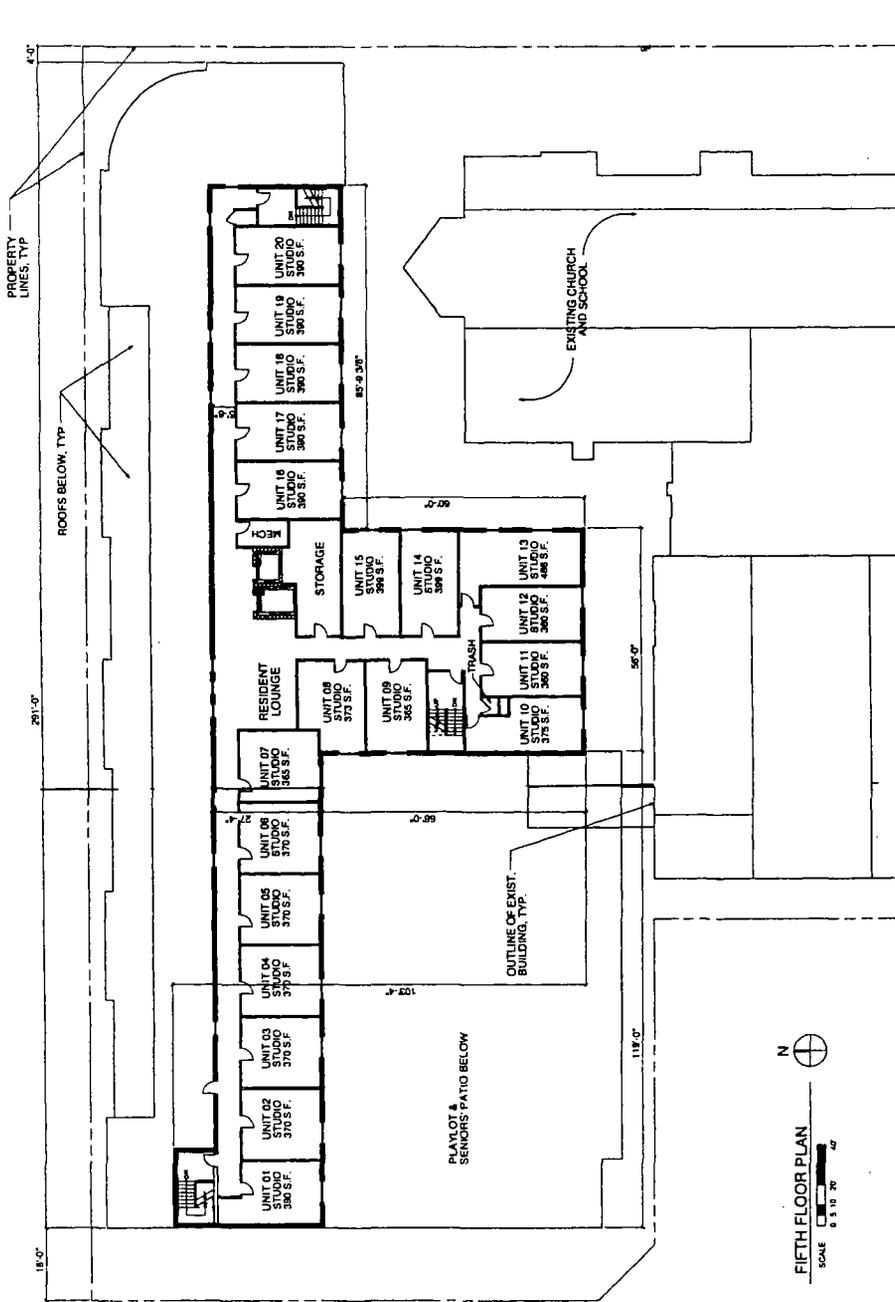
Renaissance Saint Luke Supportive Living Facility

ADDRESS: 1501 West Meigs Street
 Chicago, Illinois 60657
 APPLICANT: Renaissance Saint Luke SLF, L.P.
 DATE: September 21, 2006



THIRD FLOOR PLAN

Fifth Floor Plan.



DRAFT - NOT FOR CONSTRUCTION

Architect:
 Horn, Seaback Architects, P.C.
 213 W. Superior St., #600
 Chicago, IL 60610
 © Horn, Seaback Architects, P.C. 2006

Renaissance Saint Luke Supportive Living Facility



FIFTH FLOOR PLAN

SCALE 1/8" = 1'-0"

ADDRESS: 1501 West Merrasa Street
 Chicago, Illinois 60657
 APPLICANT: Renaissance Saint Luke S.L.F., L.P.
 DATE: September 21, 2006

Reclassification Of Area Shown On Map Number 9-H.
(Application Number A-6035).

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the B3-2 Community Shopping District symbols and indications as shown on Map Number 9-H in the area bounded by:

a line 100 feet south of and parallel to West Cornelia Avenue; the public alley next east of and parallel to North Western Avenue; a line 150 feet south of and parallel to West Cornelia Avenue; and North Western Avenue,

to those of a C2-1 Motor Vehicle-Related Commercial District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map Number 9-H.
(Application Number A-6059)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the RT3.5 Residential Two-Flat, Townhouse and Multi-Unit District symbols and indications as shown on Map Number 9-H in the area bounded by:

West School Street; a line 74.94 feet west of and parallel to the public alley next west of and parallel to North Wolcott Avenue; the public alley next south of and parallel to West School Street; and a line 99.94 feet west of and parallel to the public alley next west of and parallel to North Wolcott Avenue,

to those of an RS3 Residential Single-Unit (Detached House) District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map Number 10-F.
(Application Number A-6045)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the C1-2 Neighborhood Commercial District symbols and indications as shown on Map Number 10-F in the area bounded by:

West 46th Place; the alley next east of and parallel to South Wallace Street; the alley next south of and parallel to West 46th Place; and South Wallace Street,

to those of an RS3 Residential Single-Unit District.

SECTION 2. This ordinance shall be effective after its passage and publication.

Reclassification Of Area Shown On Map Number 10-L.
(As Amended)
(Application Number 15427)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the RS2 Residential Single-Unit (Detached House) District symbols and indications as shown on Map Number 10-L in the area bounded by:

a line 59.83 feet north of and parallel to West 45th Street; South Lawler Avenue; West 45th Street; and the alley next west of South Lawler Avenue,

to those of an RS3 Residential Single-Unit (Detached House) District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 11-L.
(Application Number A-6066)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the RS3 Residential Single-Unit (Detached House) District symbols and indications as shown on Map Number 11-L in the area bounded by:

the public alley next north of and parallel to West Wilson Avenue; a line 261.43 feet east of and parallel to North Long Avenue (as measured along the North boundary line of West Wilson Avenue); West Wilson Avenue; and North Linder Avenue,

to those of an RS2 Residential Single-Unit (Detached House) District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map Number 11-L.
(Application Number A-6067)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the RS3 Residential Single-Unit (Detached House) District symbols and indications as shown on Map Number 11-L in the area bounded by:

West Wilson Avenue; a line 267.75 feet east of North Long Avenue (as measured along the south boundary line of West Wilson Avenue); the public alley next south of and parallel to West Wilson Avenue; and North Linder Avenue,

to those of an RS2 Residential Single-Unit (Detached Houses) District.

SECTION 2. This ordinance takes effect after its passage and approval.

*Reclassification Of Area Shown On Map Number 13-G.
(Application Number A-6039)*

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the RS3 Residential Single-Unit (Detached House) District symbols and indications as shown on Map Number 13-G in the area bounded by:

West Balmoral Avenue; the public alley next east of and parallel to North Ashland Avenue; and a line 32 feet south of and parallel to West Balmoral Avenue,

to those of a B1-2 Neighborhood Shopping District.

SECTION 2. This ordinance takes effect from and after its passage and approval.

*Reclassification Of Area Shown On Map Number 13-L.
(Application Number 15460)*

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Zoning Ordinance be amended by changing all the C1-1 Neighborhood Commercial District symbols and indications as shown on Map Number 13-L in the area bounded by:

the alley next north of West Lawrence Avenue; a line 82.90 feet west of and parallel to North Lavergne Avenue; West Lawrence Avenue; and a line 150.9 feet west of and parallel to North Lavergne Avenue,

to those of a C1-3 Neighborhood Commercial District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 14-J.
(Application Number 15690)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the RS3 Residential Single-Unit (Detached House) District symbols and indications as shown on Map Number 14-J in the area bounded by:

the public alley next north of and parallel to West 59th Street; South St. Louis Avenue; West 59th Street; a line 25 feet west of and parallel to South St. Louis Avenue,

to those of a B1-1 Neighborhood Shopping District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map Number 15-H.
(Application Number A-6040)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the C1-2 Neighborhood Commercial District symbols and indications as shown on Map Number 15-H in the area bounded by:

a line 65 feet north of and parallel to West Highland Avenue; North Clark Street; West Highland Avenue; and the public alley next west of and almost parallel to North Clark Street,

to those of a C1-1 Neighborhood Commercial District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map Number 15-I.
(Application Number A-6047)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the RS3 Residential Single-Unit (Detached House) District symbols and indications as shown on Map Number 15-I in the area bounded by:

West Granville Avenue; North Sacramento Avenue; the public alley next south of and parallel to West Granville Avenue; and a line 244.85 feet west of and parallel to North Sacramento Avenue,

to those of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map Number 19-H.
(Application Number A-6044)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the RT4 Residential Two-Flat, Townhouse and Multi-Unit District symbols and indications as shown on Map Number 19-H in the area bounded by:

North Rogers Avenue; North Honore Street; a line 366 feet north of and parallel to West Chase Avenue; the public alley next west of and parallel to North Honore Street; a line 243 feet north of and parallel to West Chase Avenue; a line 240 feet west of and parallel to North Honore Street; a line beginning 222 feet north of and parallel to West Chase Avenue and ending 251 feet north of and parallel to West Chase Avenue (as measured along the east line of North Wolcott Avenue); and North Wolcott Avenue,

to those of an RT3.5 Residential Two-Flat, Townhouse and Multi-Unit District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification Of Area Shown On Map Number 17-1.
(As Amended)
(Application Number A-6094)*

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the Residential-Business Planned Development Number 913 symbols and indications as shown on Map Number 17-1 in the area bounded by:

West Devon Avenue; North Rockwell Street; a 16 foot east/west alley north of and parallel to West Devon Avenue; a line 57.93 feet east of and parallel to North Rockwell Street; the 16 foot east/west public alley north of and parallel to West Devon Avenue; North Rockwell Street; a line 112.5 feet north of and parallel to the 16 foot public alley north of and parallel to West Devon Avenue; and the 16 foot public alley south of and parallel to North Rockwell Street,

to those of Planned Development Number 913, as amended, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Plan of Development Statements attached to this ordinance read as follows:

*Residential-Business Planned Development Number 913,
As Amended.*

Plan Of Development Statements.

1. The area delineated herein as a Residential-Business Planned Development Number 913 ("Planned Development") consists of a net site area of approximately twenty-one thousand five hundred twenty-seven (21,527) square feet (forty-nine hundredths (.49) acres) of property which is depicted on the attached Planned Development Boundary and Property Line Map (the "Property"), and is owned or controlled by the applicant, City of Chicago, for purposes of this Residential-Business Planned Development.
2. The applicant or its successors, assignees or grantees shall obtain all applicable official reviews, approvals or permits which are necessary to implement this plan of development. Any dedication or vacation of streets, alleys or easements, any adjustments of rights-of-way, and any consolidation or resubdivision of parcels shall require a separate submittal

on behalf of the applicant or its successors, assigns or grantees and approval by the City Council.

The requirements, obligations and conditions applicable within this Planned Development shall be binding upon the applicant, its successors and assigns and if different than the applicant, the owners of all the Property within the Planned Development or any homeowners association(s) formed to succeed the applicant or its successor, assigns or grantees for purposes of control and management of any portion of the Planned Development, the legal titleholder and any ground lessors. All rights granted hereunder to the applicant shall inure to the benefit of the applicant, its successors and assigns and, if different than the applicant, the legal titleholder and any ground lessors. Furthermore, pursuant to the requirements of Section 17-13-0600 of the Chicago Zoning Ordinance, the Property, at the time applications for amendments, modifications or changes (administrative, legislative or otherwise) to this Planned Development are made, shall be under single ownership or under single designated control. Single designated control for purposes of this paragraph shall mean that any application to the City for any amendment to this Planned Development or any other modification or change thereto (administrative, legislative or otherwise) shall be made or authorized by all the owners of the Property within the Planned Development or any homeowners' association formed to represent all or some of the owners for zoning purposes and management of any portion of the Planned Development. No amendment may be sought without written approval by the homeowner' association unless the right to do so has been retained by applicant and its successors in title documents. Notwithstanding the foregoing, nothing herein shall prohibit or in any way restrict the alienation, sale or any other transfer of all or any portion of the Property or any rights, interest or obligation therein.

3. This plan of development consists of these fourteen (14) statements; a Bulk Regulations and Data Table; an Existing Zoning and Land-Use Map; a Planned Development Boundary and Property Line Map; a Site and Landscape Plan a Roof Plan; and Building Elevations, all dated August 24, 2006, prepared by Hanna Architects, which are all incorporated herein. Full size sets of the Site Plan Landscape Plan and the Building Elevations are on file with the Department of Planning and Development. This plan of development is in conformity with the intent and purposes of the Chicago Zoning Ordinance (Title 17 of the Municipal Code of Chicago) and all requirements thereof, and satisfies the established criteria for approval of a planned development. These and no other zoning controls shall apply to the area delineated herein.
4. The following uses shall be permitted within the areas delineated herein as a Residential-Business Planned Development: multi-unit residential; accessory parking; non-accessory parking; retail and commercial uses as permitted within the B3 Community Shopping District; accessory uses; and related uses.

5. Identification and business signs shall be permitted within the Planned Development subject to the review and approval of the Department of Planning and Development. Temporary signs, such as construction and marketing signs shall be permitted within the Planned Development subject to the review and approval of the Department of Planning and Development.
6. Off-street parking and loading facilities shall be provided in compliance with the Site Plan and this Planned Development, and not subject to the further review and approval of the Department of Transportation and/or Planning and Development.
7. Any service drives or other ingress or egress including emergency vehicle access shall be adequately designed, constructed and paved in accordance with the Municipal Code of Chicago and the regulations of the Department of Transportation in effect at the time of construction. Ingress and egress shall be in conformance with this Planned Development. Closure of all or part of any public streets or alleys during demolition or construction shall be subject to the review and approval of Chicago Department of Transportation. All work in the public way must be designed and constructed in accordance with the Chicago Department of Transportation Construction Standards for Work in the Public Way and in accordance with the Municipal Code of the City of Chicago in effect at the time any permits for such work are granted.
8. In addition to the maximum height of any building or any appurtenance depicted on the Building Elevations attached hereto, the height of any improvement shall also be subject to height limitations as approved by the Federal Aviation Administration.
9. The maximum permitted floor area ratio ("F.A.R.") shall be in accordance with the attached Bulk Regulations and Data Table. For purposes of F.A.R. calculations and floor area measurements, the definition in the City of Chicago Zoning Ordinance shall apply.
10. Improvements of the Property, including on-site exterior landscaping and the landscaping along the adjacent rights-of-way, and all entrances and exits shall be designed, installed and maintained in substantial conformance with the Site, Landscape Plan and the Bulk Regulations and Data Table attached hereto and made a part hereof. Landscaping shall be installed and maintained at all times in accordance with the Site Plan and the Parkway Tree provisions of the Chicago Zoning Ordinance and corresponding regulations and guidelines. The roof will be improved with a vegetative green roof over a minimum of fifty percent (50%) of the net roof area. "Net roof area" is defined as the total roof area minus any required perimeter setbacks, roof top structures and roof-mounted equipment.
11. The applicant acknowledges that it is in the public interest to design,

construct and maintain the project in a manner that promotes, enables and maximizes universal access throughout the Property. Therefore, at the time when building permits are sought, the plans for all buildings and improvements on the property shall be reviewed and approved by the Mayor's Office for People with Disabilities ("M.O.P.D.") to ensure compliance with all applicable laws and regulations related to access for persons with disabilities and to promote the highest standard of accessibility.

12. The terms, conditions and exhibits of this Planned Development ordinance may be modified, administratively, by the Commissioner of the Department of Planning and Development upon the written request for such modification by the applicant and after a determination by the Commissioner of the Department of Planning and Development, that such a modification is minor, appropriate and is consistent with the nature of the improvements contemplated in this Planned Development. Any such modification of the requirements of this statement by the Commissioner of the Department of Planning and Development shall be deemed to be a minor change in the Planned Development as contemplated by Section 17-13-0611 of the Chicago Zoning Ordinance.
13. The applicant acknowledges that it is in the public interest to design, construct and maintain all buildings in a manner which promotes and maximizes the conservation of natural resources. The applicant shall use commercially reasonable efforts to design, construct and maintain all buildings located within this Planned Development in a manner generally consistent with the Leadership in Energy and Environmental Design ("L.E.E.D.") Green Building Rating. Copies of these standards may be obtained from the Department of Planning and Development.
14. Unless substantial construction of the project has commenced within the Planned Development within six (6) years of the passage of the amended Planned Development, the zoning of that Property shall revert to the B3-5 Community Shopping District. The six (6) year period may be extended for one (1) additional year if, before expiration, the Commissioner of the Department of Planning and Development determines that there is a good cause for such an extension.

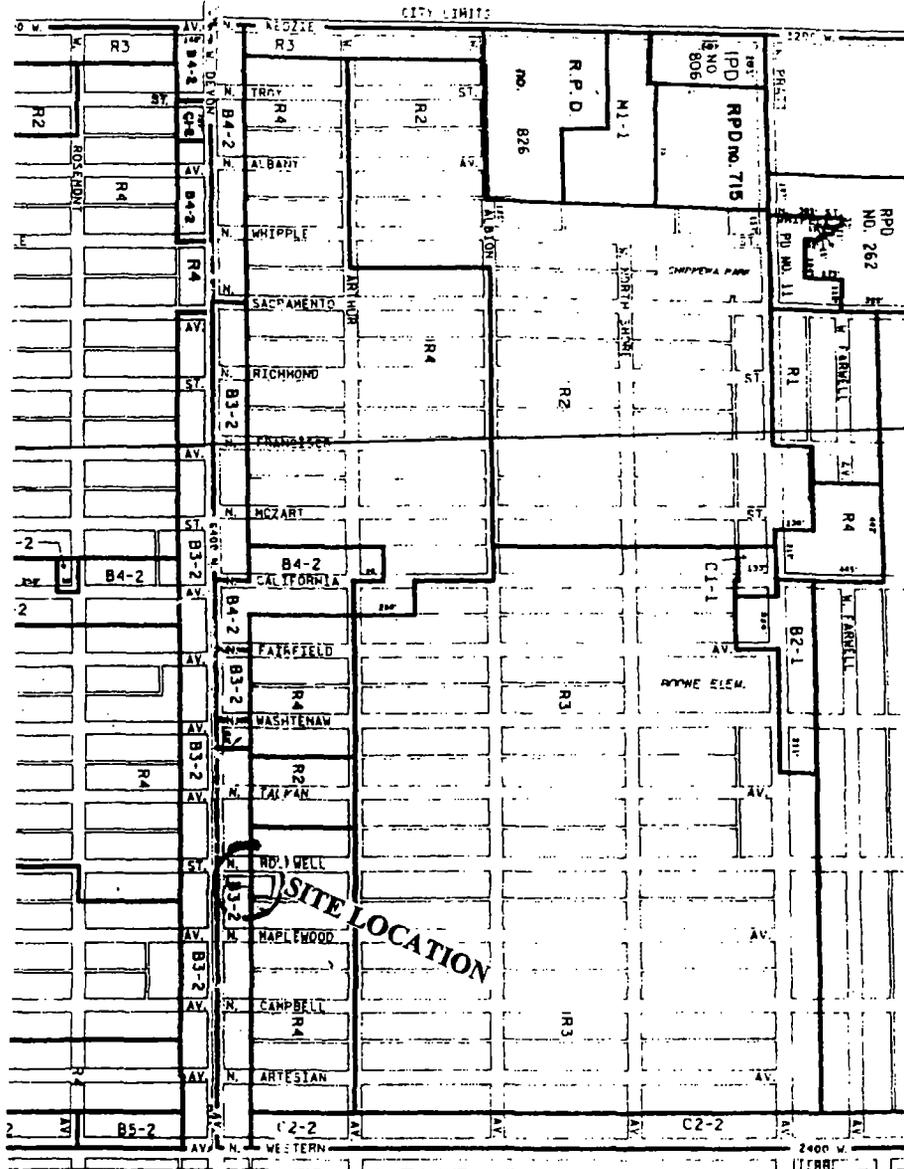
[Existing Zoning and Land-Use Map; Planned Development
Boundary Map; Landscape/Site Plans; Roof Deck Plan;
and Building Elevations referred to in these
Plan of Development Statements printed
on pages 88501 through 88507
of this *Journal*.]

Bulk Regulations and Data Table referred to in these Plan of Development Statements reads as follows:

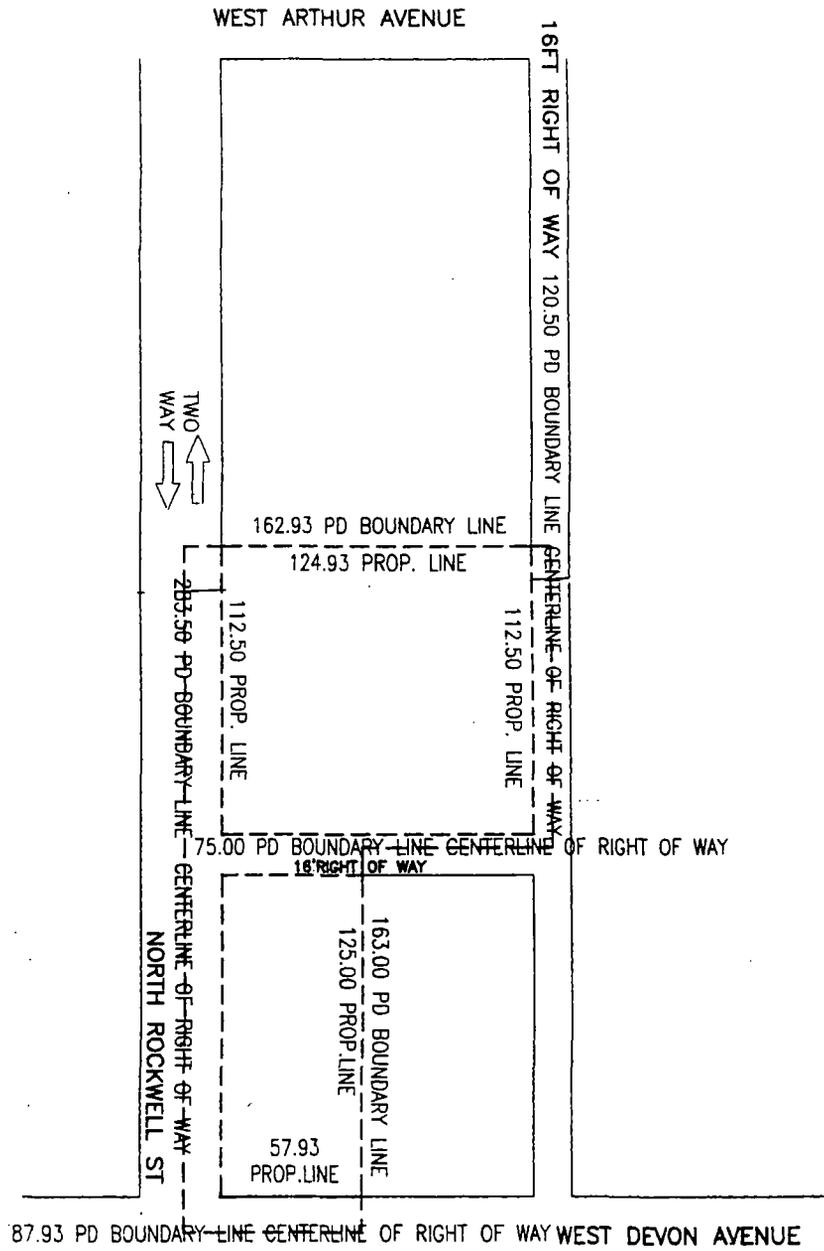
*Residential-Business Planned Development Number 913, As Amended.**Bulk Regulations And Data Table.*

Gross Site Area:	33,966 square feet (.78 acre)
Net Site Area:	Total = Gross Site Area (33,966 square feet) - Area in Public Streets and Alleys (11,743 square feet) = Net Site Area of 22,223 square feet (.51 acres)
Maximum Floor Area Ratio:	7.0
Maximum Number of Residential Units:	30 units
Maximum Site Coverage:	100%
Minimum Number of Accessory Off-Street Parking Spaces:	
Residential:	37
Commercial:	6
	In the event fewer units are constructed at the time of Part II approval, fewer parking spaces may also be constructed, so long as the 1:1 parking ratio of residential units to parking spaces is maintained
Minimum Number of Non-Accessory Off-Street Parking Spaces:	195
	In the event that up to ten percent fewer parking spaces are constructed, this application may be amended administratively
Minimum Number of Off-Street Loading Docks:	1
Minimum Building Setbacks:	0 feet, 0 inches
Minimum Building Height:	64 feet, 6 inches plus the height of the stair towers and parapet walls

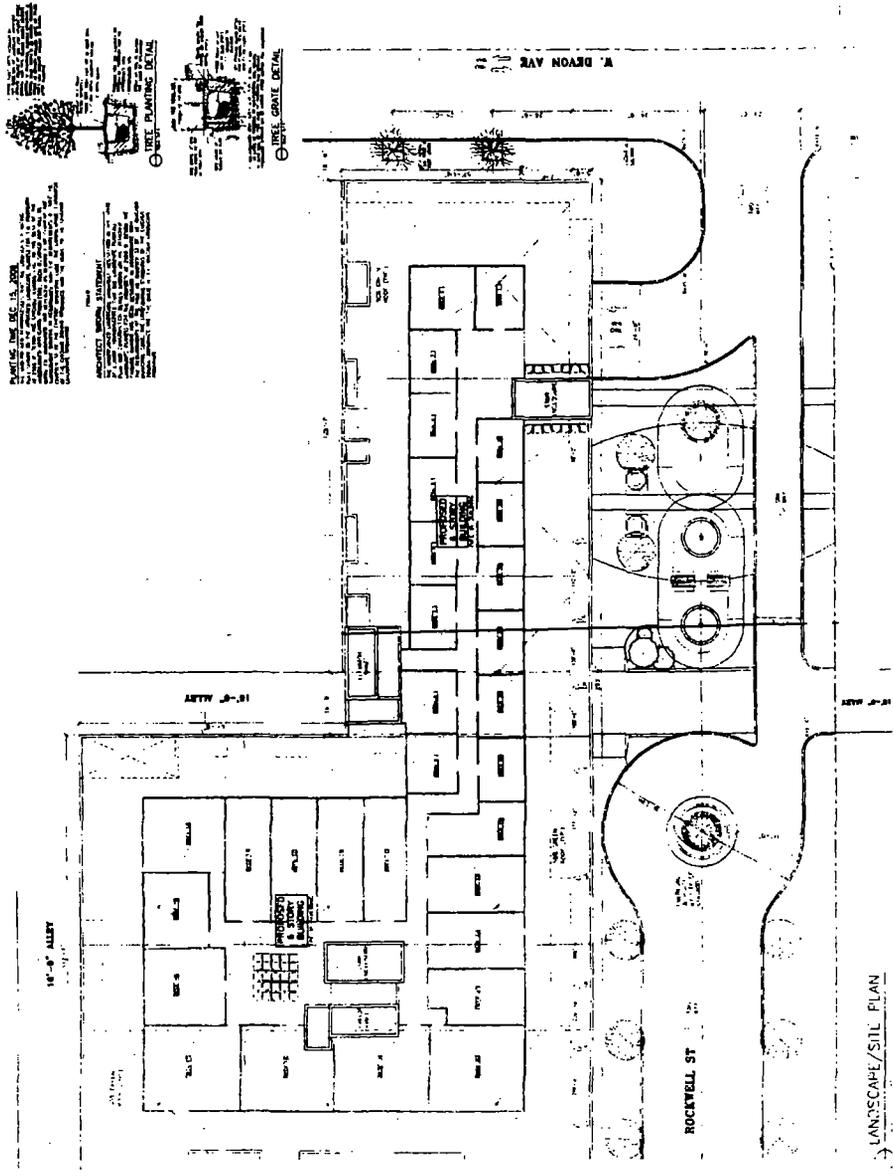
Existing Zoning And Land-Use Map.



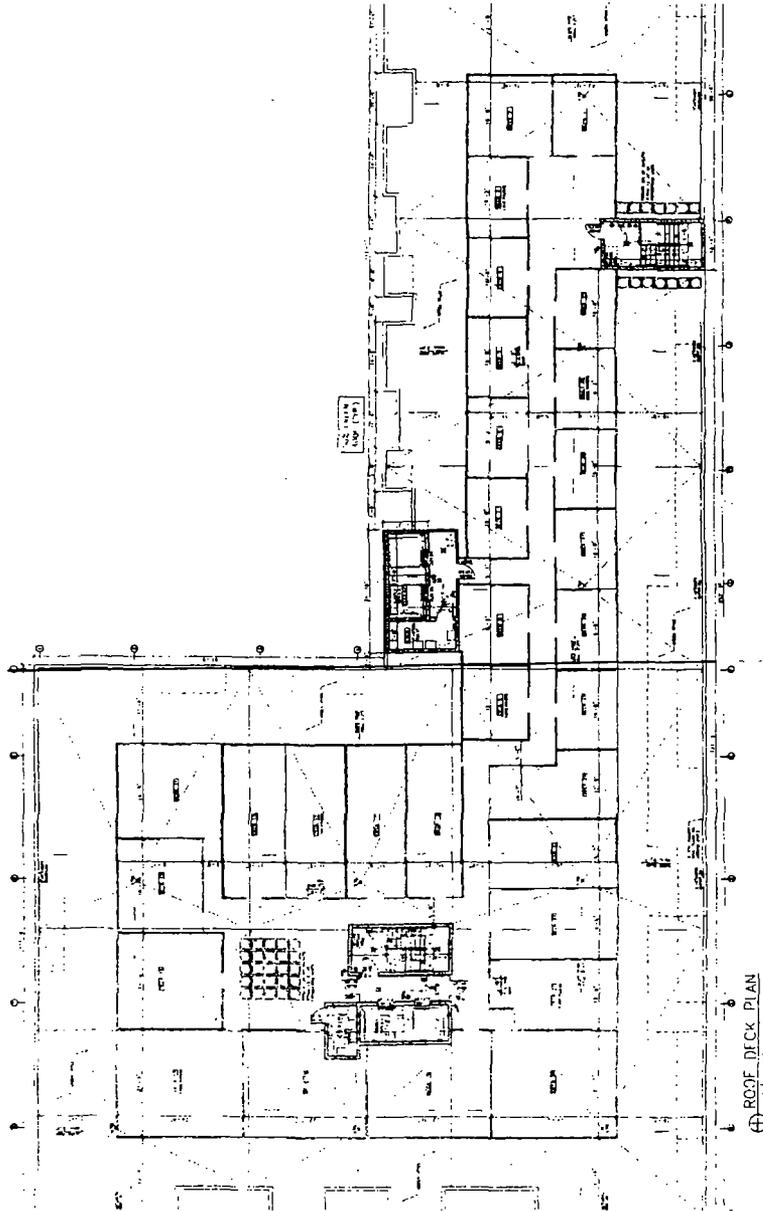
Boundary Map.



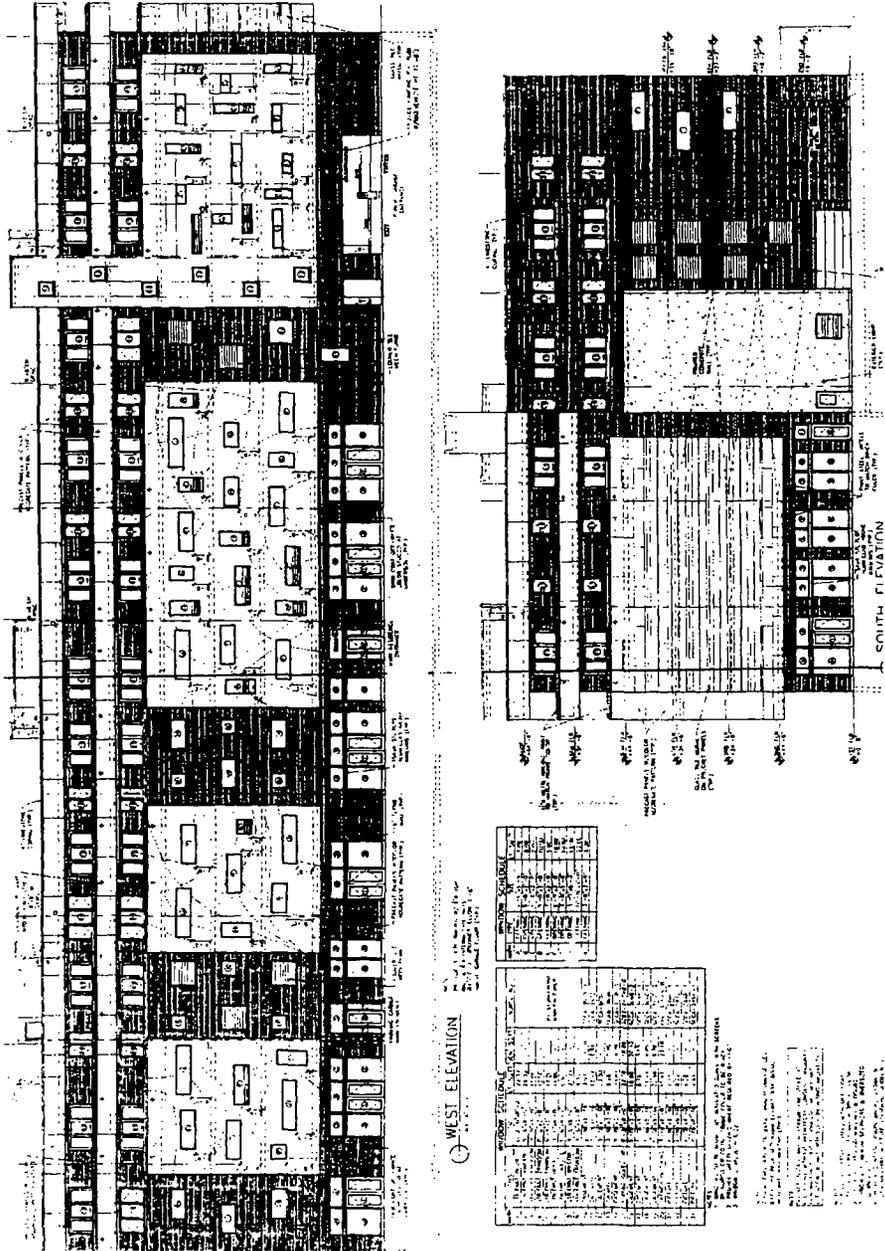
Landscape/Site Plan.



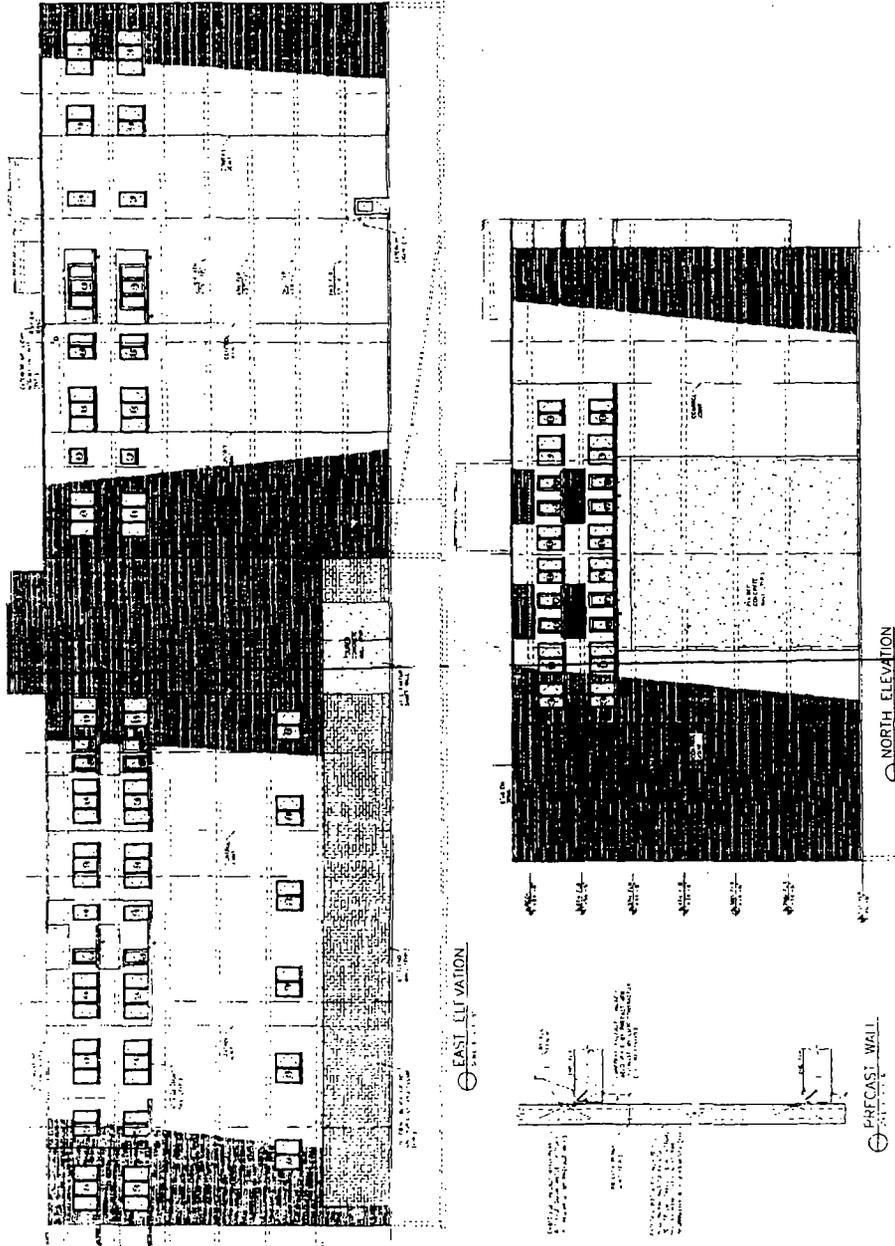
Roof Deck Plan.



Building Elevations.
(Page 1 of 2)



Building Elevations.
(Page 2 of 2)



Reclassification Of Area Shown On Map Number 20-H.
(As Amended)
(Application Number 15689)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the RT4 Residential Two-Flat, Townhouse and Multi-Unit District symbols and indications as shown on Map Number 20-H in the area bounded by:

a line 100 feet north of West 80th Street; South Honore Street; West 80th Street; a line 132.32 feet east of South Honore Street; a line 194.34 feet south of West 80th Street; South Honore Street; a line 75.02 feet south of West 80th Street; and the alley next west of South Honore Street,

to those of an Institutional Planned Development which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development attached hereto and to no others.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Plan of Development Statements referred to in this ordinance read as follows:

Institutional Planned Development.

Plan Of Development Statements.

1. The area delineated herein as an Institutional Planned Development (the "Planned Development") consists of approximately forty-seven thousand four hundred sixty-nine (47,469) square feet (one and nine-hundredths (1.09) acres) of real property which is depicted on the attached Planned Development Boundary and Property Line Map (the "Property") and is owned or controlled by the applicant, Chicago Charter School Foundation.
2. The applicant or its successors, assignees or grantees shall obtain all necessary official reviews, approvals or permits. Any dedication or vacation of streets, alleys or easements or any adjustments of rights-of-way shall require a separate submittal on behalf of the applicant or its successors, assignees or grantees and approval by the City Council.

3. The requirements, obligations and conditions contained within this Planned Development shall be binding upon the applicant, its successors, assignees or grantees and, if different than the applicant, the legal titleholders and any ground lessors. All rights granted hereunder to the applicant shall inure to the benefit of the applicant's successors, assignees or grantees and, if different than the applicant, any legal titleholders and any ground lessors. Furthermore, pursuant to the requirements of Section 17-8-0400 of the Chicago Zoning Ordinance, the Property, at the time applications for amendments, modifications or changes (administrative, legislative or otherwise) to this Planned Development are made, shall be under single ownership or under single designated control. Single designated control for purposes of this paragraph shall mean that any application to the City for any amendment to this Planned Development or any other modification or change thereto (administrative, legislative or otherwise) shall be made or authorized by all the owners of the Property and any ground lessors.
4. This plan of development consists of fourteen (14) statements; a Bulk Regulations and Data Table; an Existing Zoning Map; an Existing Land-Use Map; Planned Development Boundary and Property Line Map; a Site/Landscape Plan; School Building Elevations (North, East, South, and West); and Gymnasium Building Elevations (West and North; South and East) prepared by OWP/P Architects dated August 17, 2006. A full-size set of the Site/Landscape Plan and the Building Elevations is on file with the Department of Planning and Development. These and no other zoning controls shall apply to the Property. This Planned Development conforms to the intent and purpose of the Chicago Zoning Ordinance, Title 17 of the Municipal Code of Chicago, and all requirements thereof, and satisfies the established criteria for approval as a planned development. In any instance where a provision of the Planned Development conflicts with the Chicago Building Code, the Building Code shall control.
5. Subject to the Bulk Regulations and Data Table, the following uses shall be permitted in this Planned Development: schools and related and accessory uses.
6. On-premise signs shall be permitted within the Planned Development subject to the review and approval of the Department of Planning and Development. Temporary signs such as construction and marketing signs also shall be permitted subject to the review and approval of the Department of Planning and Development.
7. Off-street parking and loading facilities shall be provided in accordance with the provisions of this Planned Development subject to the review and

approval of the Department of Transportation and the Department of Planning and Development. Any service drive or other ingress or egress shall be adequately designed and paved, in accordance with the regulations the Department of Transportation in effect at the time of construction and in compliance with the Municipal Code of the City of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking within such emergency areas. In addition to the twenty (20) off-street parking spaces to be located within the Planned Development, the applicant shall provide twenty (20) additional accessory off-street parking spaces within six hundred (600) feet of the Planned Development by August 1, 2007. Said parking spaces shall be permitted pursuant to an administrative adjustment authorized by the Zoning Administrator on September 25, 2006. No students shall occupy the school building and no classes shall be held until the twenty (20) additional off-street parking spaces are provided.

8. In addition to the maximum height of buildings and any appurtenances attached thereto prescribed in this Planned Development, the height of any improvements shall also be subject to height limitations as approved by the Federal Aviation Administration.
9. The improvements on the Property shall be designed, constructed and maintained in substantial conformance with this Planned Development. Landscaping shall be installed in accordance with the Site/Landscape Plan and maintained in accordance with the parkway tree planting and parking lot landscaping provisions of the Chicago Zoning Ordinance.
10. For purposes of floor area ratio ("F.A.R.") calculations, the definitions in the Chicago Zoning Ordinance in effect as of the date of adoption of this Planned Development shall apply.
11. The terms, conditions and exhibits of this Planned Development may be modified administratively by the Commissioner of the Department of Planning and Development upon the request of the applicant or its successors, assignees or grantees and after a determination by the Commissioner that such a modification is minor, appropriate and consistent with the nature of the development of the Property contemplated herein and will not result in increasing the maximum floor area ratio for the total net site area or the maximum number of units for the total net site area established in this Planned Development. Any such modification shall be deemed a minor change in the Planned Development as contemplated by Section 17-13-0611 of the Chicago Zoning Ordinance.

12. The applicant acknowledges that it is in the public interest to design, construct and maintain all buildings in a manner which promotes and maximizes the conservation of natural resources. The applicant shall use its best and reasonable efforts to design, construct and maintain all buildings located within this Planned Development in an energy efficient manner, generally consistent with the Leadership in Energy and Environmental Design ("L.E.E.D.") Green Building Rating System. Copies of these standards may be obtained from the Department of Planning and Development. The applicant shall install vegetated ("green") roof equal to at least twenty-five percent (25%) of the net roof area of all new construction. "Net roof area" is defined as total roof area minus any required perimeter setbacks, roof top structures and roof-mounted equipment. The required green roof area may be consolidated on one (1) building.
13. The applicant acknowledges that it is in the public interest to design, construct and maintain all buildings in a manner which promotes, enables and maximizes universal access throughout the Property. Plans for all new buildings and improvements on the Property shall be reviewed and approved by the Mayor's Office for People with Disabilities ("M.O.P.D.") to ensure compliance with all applicable laws and regulations related to access for persons with disabilities and to promote the highest standard of accessibility. No building permits shall be granted until the Director of M.O.P.D. has approved detailed construction drawings for each building or improvement. The applicant shall design and construct the disabled access ramp in front of the existing school building in accordance with suggestions made by the Landmarks Division of the Department of Planning and Development, as depicted on the Site/Landscape Plan and the Building Elevations.
14. Unless substantial construction of the improvements contemplated in this Planned Development has been commenced within six (6) years following adoption of this ordinance, and unless completion thereof is diligently pursued, this Planned Development shall expire and the zoning classification of the Property shall revert to that of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District.

[Existing Zoning Map; Existing Land-Use Map; Planned Development Boundary and Property Line Map; Site/Landscape Plan; and Building Elevations referred to in these Plan of Development Statements printed on pages 88513 through 88522 of this *Journal*.]

Bulk Regulations and Data Table referred to in these Plan of Development Statements reads as follows:

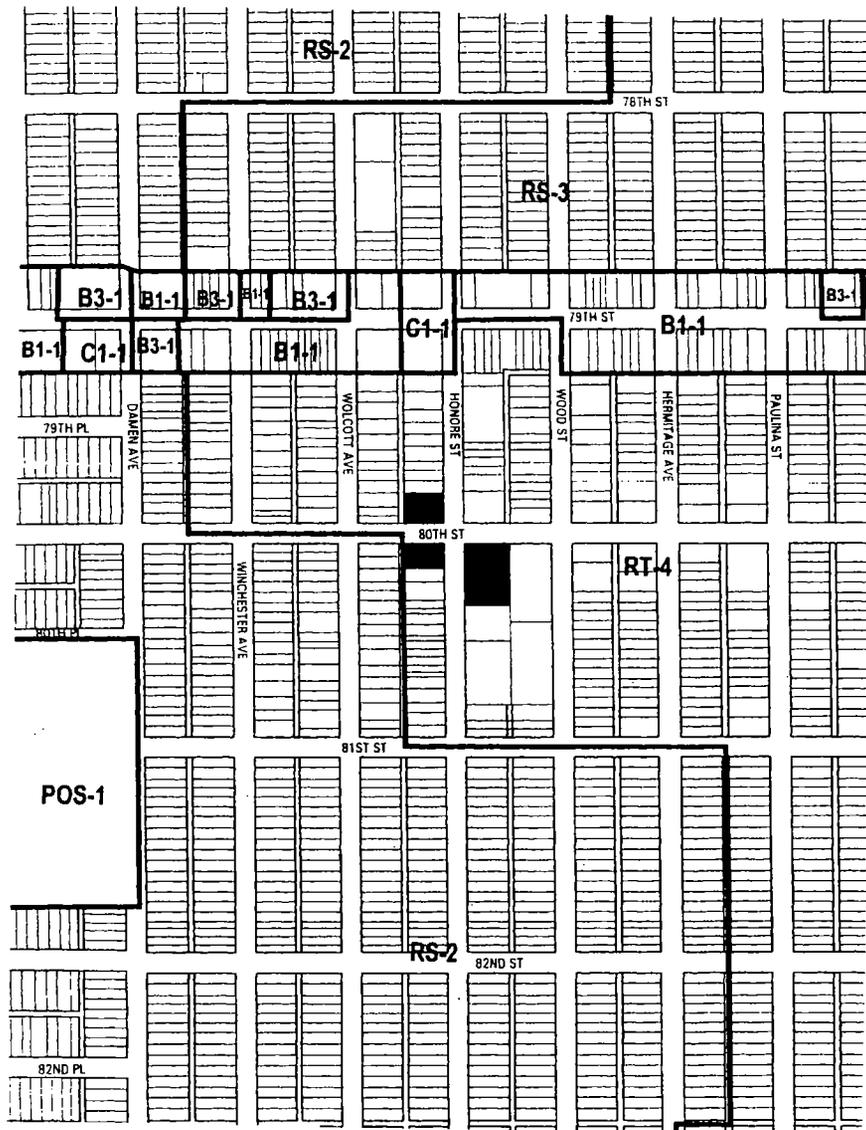
Institutional Planned Development Number _____.

Plan Of Development Bulk Regulations And Data Table.

Gross Site Area = Net Site Area + Areas Remaining in Public Rights-of-Way
(74,156 square feet (1.70 acres) = 47,469 square feet (1.09 acres) + 26,687 square feet (0.61 acres))

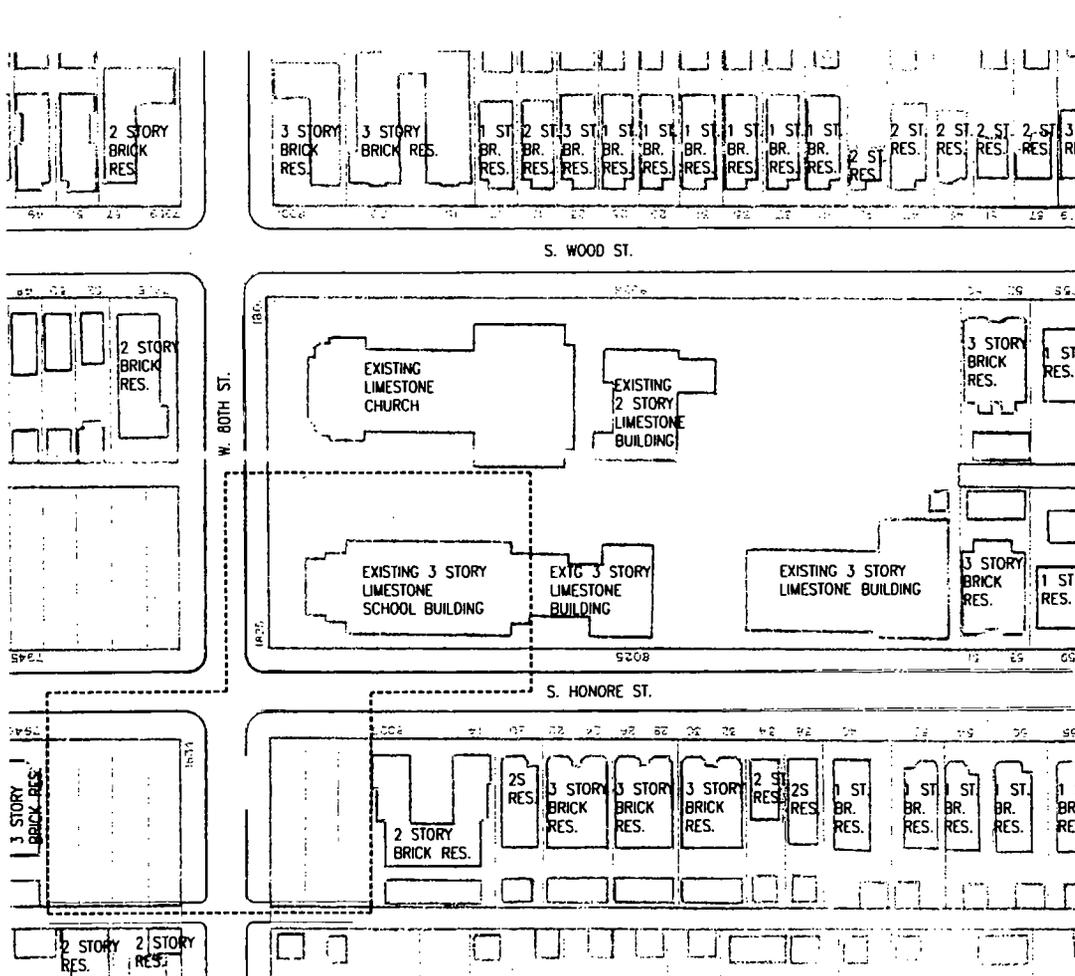
Net Site Area:	47,469 square feet (1.09 acres)
Permitted Uses:	Schools and related and accessory uses
Maximum Floor Area Ratio:	1.20
Minimum Number of Off-Street Parking Spaces:	40 (20 On-site and 20 Off-site)
Minimum Bicycle Parking:	4 spaces
Minimum Number of Off-Street Loading Berths:	0
Maximum Site Coverage:	In accordance with the Site/Landscape Plan
Setbacks:	In accordance with the Site/Landscape Plan
Maximum Building Height:	60 feet

Existing Zoning Map.



 SUBJECT PROPERTY

Existing Land-Use Map.

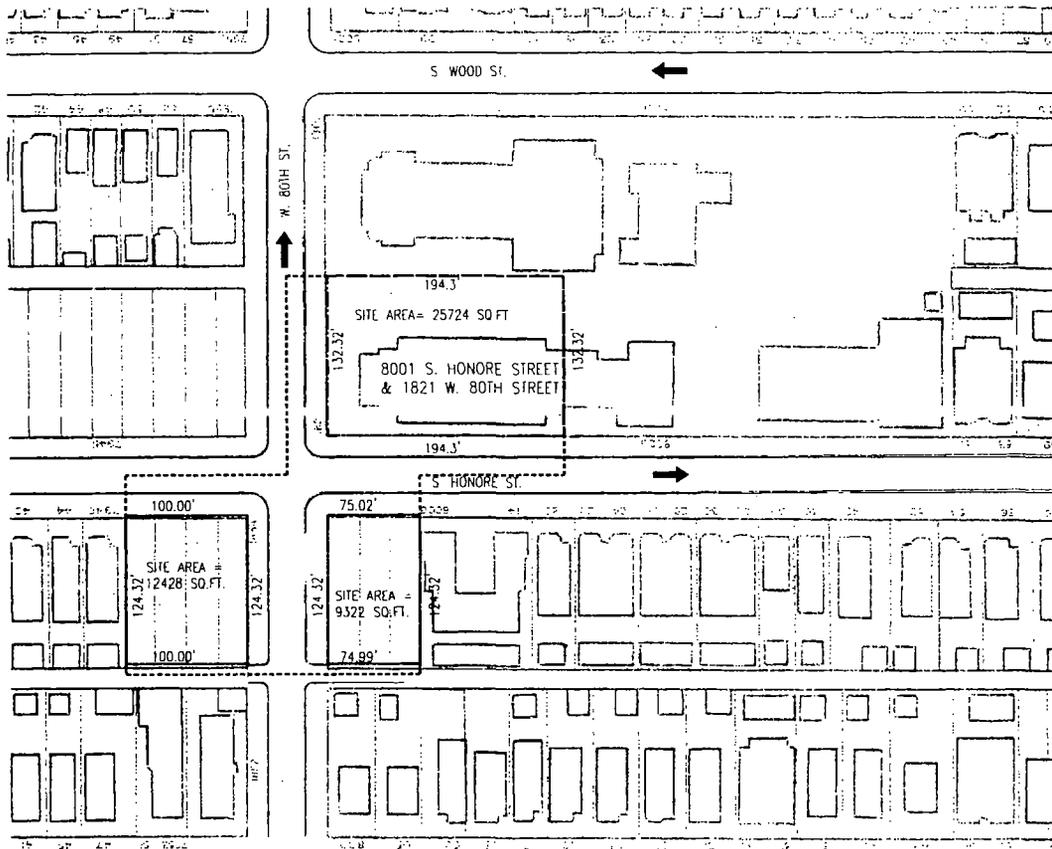


LEGEND

----- PLANNED DEVELOPMENT BOUNDARY



Planned Development Boundary And Property Line Map.

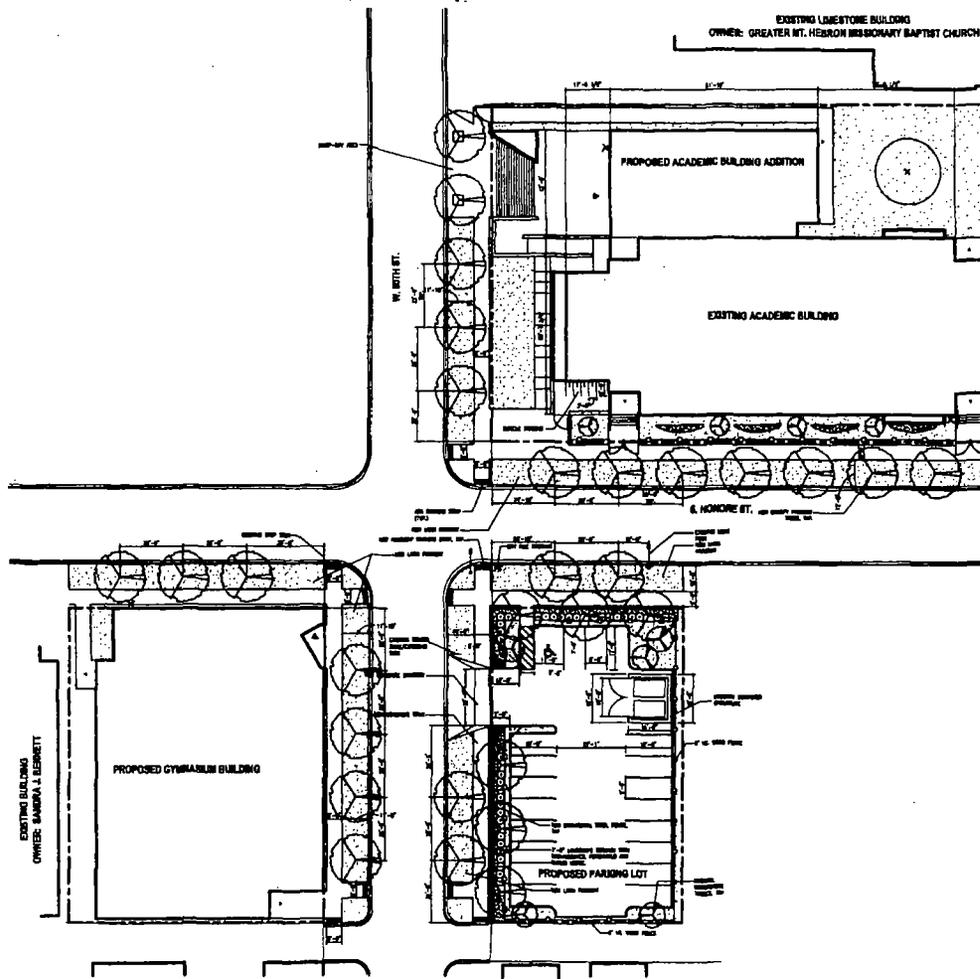


LEGEND

- PLANNED DEVELOPMENT BOUNDARY
- PROPERTY LINE



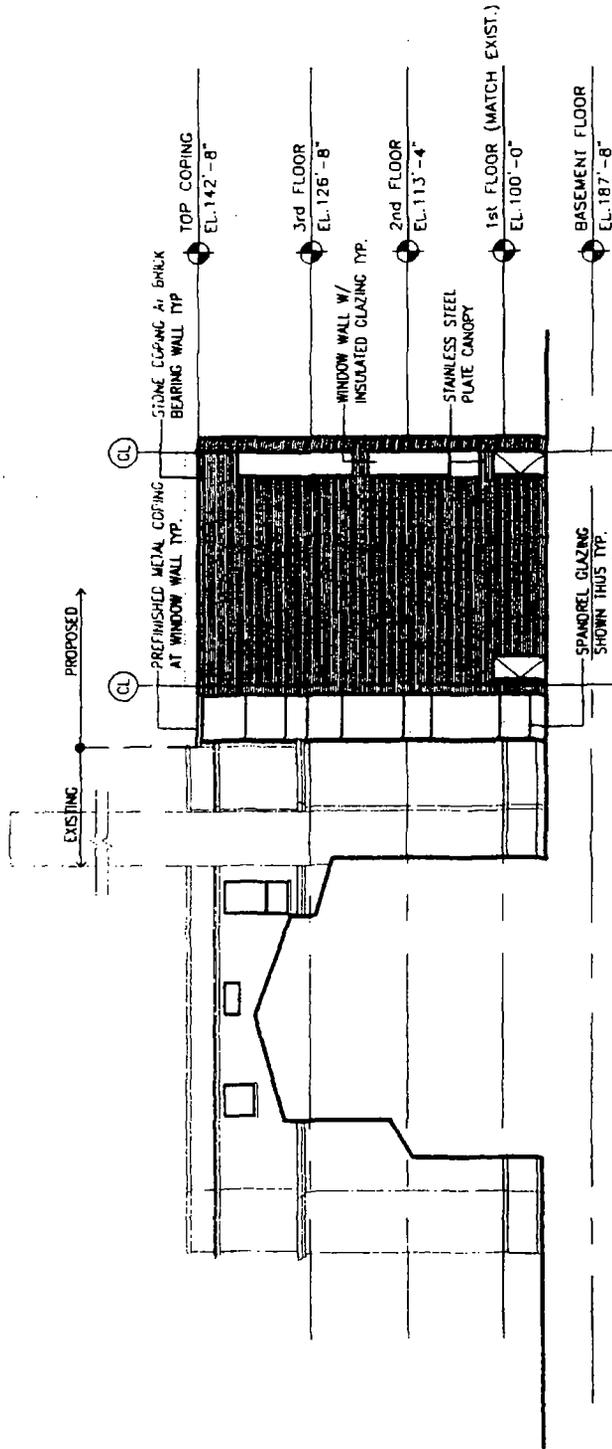
Site/Landscape Plan.



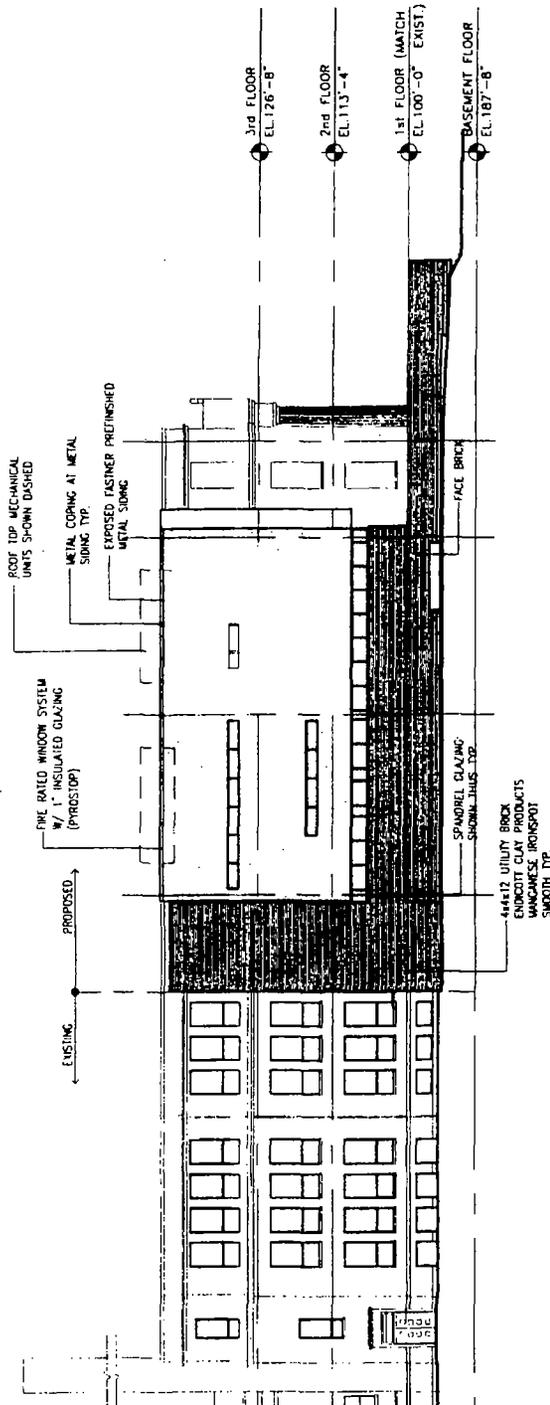
LEGEND



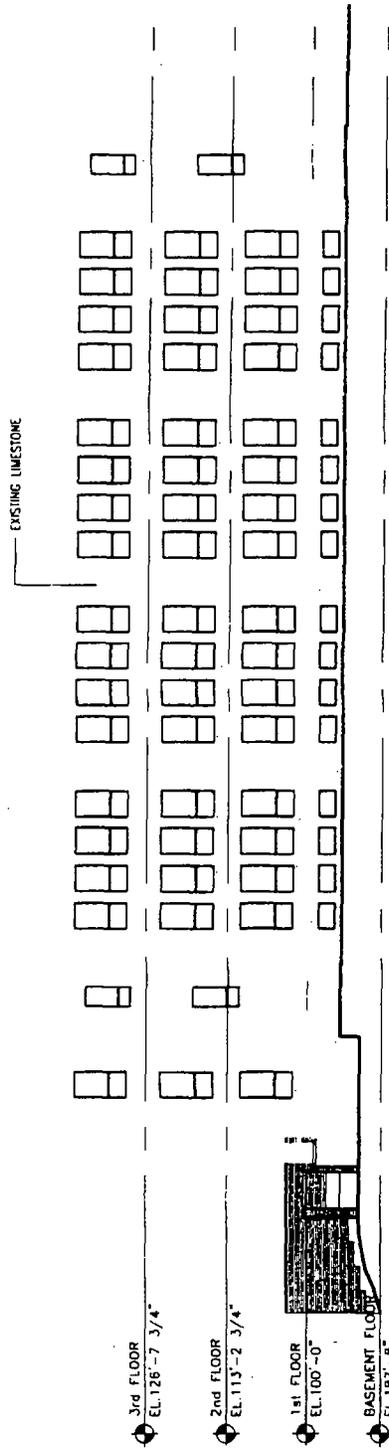
School Building -- South Elevation.



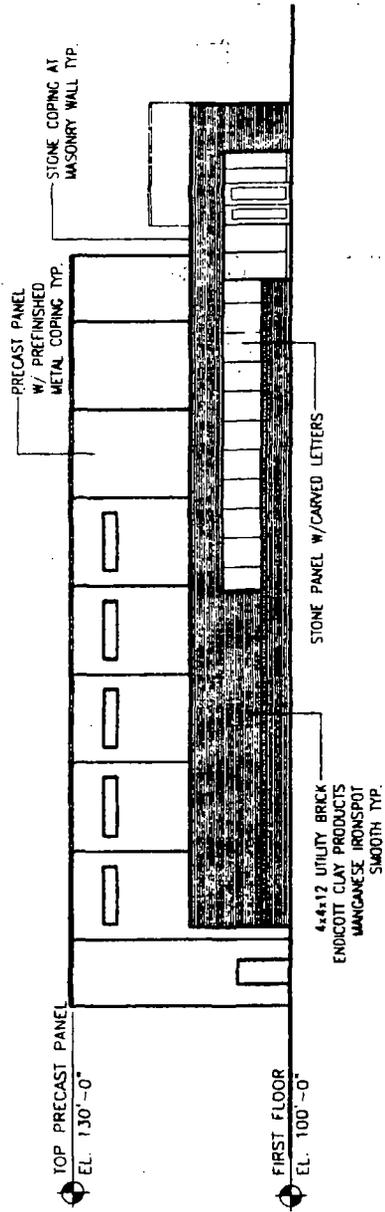
School Building -- East Elevation.



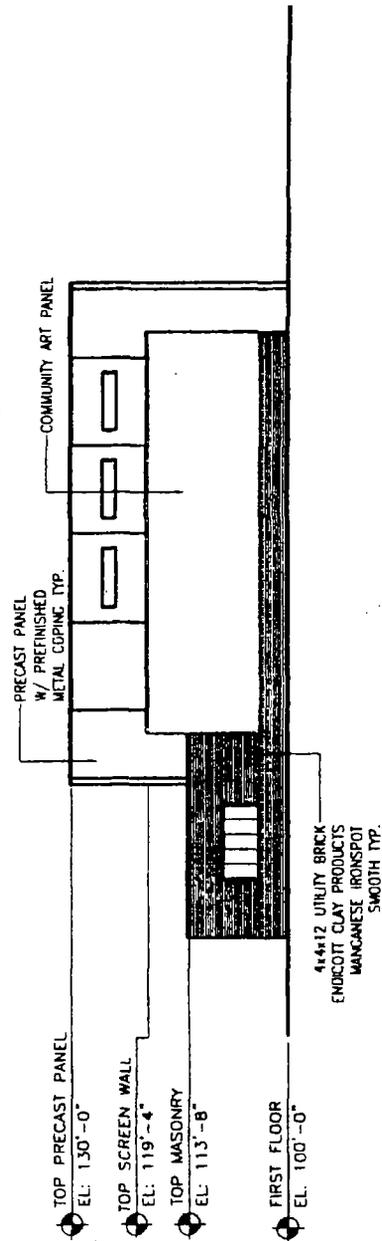
School Building -- West Elevation.



Gymnasium Building -- South And East Elevations.

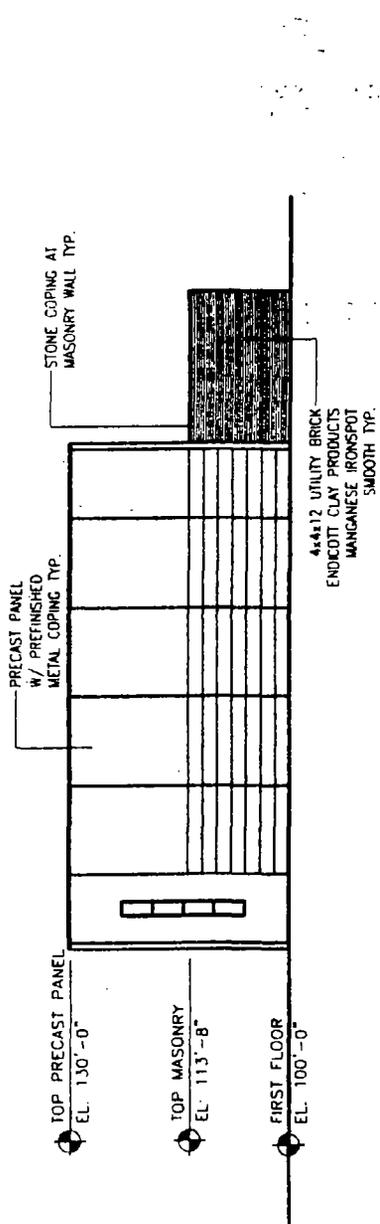


SOUTH ELEVATION

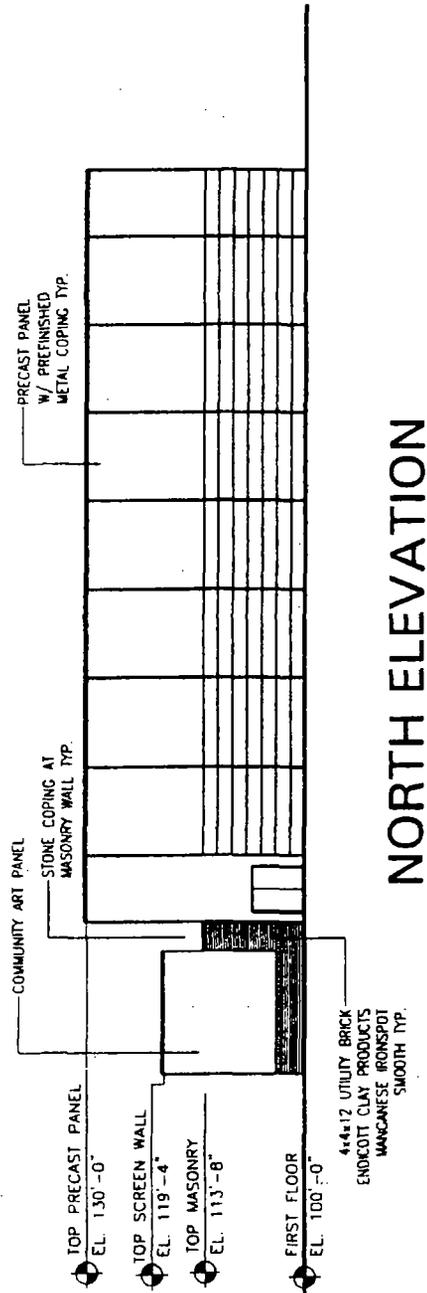


EAST ELEVATION

Gymnasium Building -- West And North Elevations.



WEST ELEVATION



NORTH ELEVATION

*Reclassification Of Area Shown On Map Number 22-A.
(Application Number A-6076)*

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of the City of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing the RS2 and RS3 Residential Single-Unit District symbols and indications on Map Number 22-A in the area bounded by:

East 88th Street; the alley next east of and parallel to South Buffalo Avenue; East 90th Street; South Buffalo Avenue; East 89th Street; and the alley next west of and parallel to South Buffalo Avenue,

to those of an RT3.5 Residential Two-Flat, Townhouse and Multi-Unit District

SECTION 2. This ordinance shall be effective after its passage and publication.

*Reclassification Of Area Shown On Map Number 22-A.
(Application Number A-6077)*

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of the City of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing the RS3 Residential Single-Unit District symbols and indications on Map Number 22-A in the area bounded by:

East 87th Street; the alley next east of and parallel to South Burley Avenue; East 89th Street; and South Burley Avenue,

to those of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District.

SECTION 2. This ordinance shall be effective after its passage and publication.

*Reclassification Of Area Shown On Map Number 22-B.
(Application Number A-6081)*

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of the City of Chicago, the Chicago

Zoning Ordinance, is hereby amended by changing the RS3 Residential Single-Unit District symbols and indications on Map Number 22-B in the area bounded by:

East 89th Street; the alley next east of and parallel to South Brandon Avenue; East 90th Street; and South Brandon Avenue,

to those of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District.

SECTION 2. This ordinance shall be effective after its passage and publication.

Reclassification Of Area Shown On Map Number 22-B.
(Application Number A-6083)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of the City of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing the RS2 Residential Single-Unit District symbols and indications on Map Number 22-B in the area bounded by:

the alley next north of and parallel to East 93rd Street; South Brandon Avenue; East 93rd Street; and a line 130 feet west of and parallel to South Brandon Avenue,

to those of a B1-3 Neighborhood Shopping District.

SECTION 2. This ordinance shall be effective after its passage and publication.

Reclassification Of Area Shown On Map Number 26-H.
(Application Number A-6032)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all of the C1-1 Neighborhood Commercial District symbols and indications on Map Number 26-H in the area bounded by:

a line 86.92 feet north of and parallel to West 104th Street; the alley next east of and parallel to South Western Avenue; West 104th Street; and South Western Avenue,

to those of a B3-1 Community Shopping District.

SECTION 2. This ordinance shall be effective after its passage and publication.

*Reclassification Of Area Shown On Map Number 28-J.
(Application Number A-6084)*

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the B3-1 Community Shopping District symbols and indications as shown on Map Number 28-J in the area bounded by:

West 111th Street; a line 140.65 feet east of and parallel to South Trumbull Avenue; a line 134 feet south of and parallel to West 111th Street; and South Trumbull Avenue,

to those of an RS2 Residential Single-Unit (Detached House) District.

SECTION 2. This ordinance takes effect after its passage and approval.

*Reclassification Of Area Shown On Map Number 30-E.
(Application Number A-6046)*

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the RS2 Residential Single-Unit (Detached House) District symbols and indications as shown on Map Number 30-E in the area bounded by:

a line 150 feet south of and parallel to the public alley next south of and parallel to East 125th Place; South Indiana Avenue; East 126th Place; and the public alley next east of and parallel to South Edbrooke Avenue,

to those of an M1-1 Limited Manufacturing/Business Park District.

SECTION 2. This ordinance takes effect after its passage and approval.

JOINT COMMITTEE.

COMMITTEE ON HOUSING AND REAL ESTATE

AND

COMMITTEE ON THE BUDGET AND GOVERNMENT OPERATIONS.

**AUTHORIZATION OF INTERGOVERNMENTAL AGREEMENT WITH
CHICAGO HOUSING AUTHORITY FOR PROCUREMENT AND
MANAGEMENT OF CONSULTING SERVICES
FOR LE CLAIRE COURTS.**

A Joint Committee, comprised of the members of the Committee on Housing and Real Estate and the members of the Committee on the Budget and Government Operations, submitted the following report:

CHICAGO, October 4, 2006.

To the President and Members of the City Council:

Your Joint Committee on Housing and Real Estate and Committee on the Budget and Government Operations, to which was referred an ordinance by the Department of Planning and Development authorizing the execution of an intergovernmental agreement between the City of Chicago and the Chicago Housing Authority

regarding consulting services for LeClaire Courts, having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a vote of the members of the Joint Committee present with dissenting votes made by Alderman Arenda Troutman (20th Ward) and Alderman Carrie Austin (34th Ward).

Respectfully submitted,

(Signed) RAY SUAREZ,
*Committee on Housing and
Real Estate,
Chairman.*

(Signed) WILLIAM M. BEAVERS,
*Committee on the Budget and
Government Operations,
Chairman.*

On motion of Alderman Suarez, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Brookins, Muñoz, Zalewski, Chandler, Solis, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 43.

Nays -- Aldermen Troutman, Austin -- 2.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a home rule municipality as described in Section 6(a), Article VII of the 1970 Constitution of the State of Illinois and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City, through its Department of Planning and Development ("D.P.D.") desires to enter into an intergovernmental agreement (the "Agreement") with the Chicago Housing Authority, an Illinois municipal corporation ("C.H.A.") in connection with D.P.D. procuring and managing the professional services of one or more consultants to be paid for with funds provided by the C.H.A. to provide services including the preparation of a tax increment financing study, redevelopment area plan and housing impact study (collectively, the "Services") in the Garfield Ridge community area of the City, which such area includes the C.H.A. developments known as LeClaire Courts and LeClaire Courts Extension; and

WHEREAS, The C.H.A. desires to enter into the Agreement with D.P.D. in order to obtain the Services and to provide funds to D.P.D. to pay for and manage the provision of such Services; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The above recitals are incorporated by reference as if fully set forth herein.

SECTION 2. Subject to the approval of the Corporation Counsel, the Commissioner of D.P.D. (the "Commissioner") or a designee of the Commissioner are each hereby authorized to execute and deliver the Agreement in substantially the form attached hereto as Exhibit A, with such changes, deletions and insertions thereto as the Commissioner or the Commissioner's designee shall approve (execution of the Agreement by the Commissioner or the Commissioner's designee constituting conclusive evidence of such approval), and to enter into and execute all such other agreements and instruments and to perform any and all acts as shall be necessary or advisable in connection with the implementation of the Agreement.

SECTION 3. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, then the invalidity or unenforceability of such provision will not affect any of the remaining provisions of this ordinance.

SECTION 4. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 5. This ordinance shall be in full force and effect immediately upon its passage and approval.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Intergovernmental Agreement

Between

The City Of Chicago

By And Through Its

Department Of Planning And Development

And

The Chicago Housing Authority.

This intergovernmental agreement (the "Agreement") is made as of this _____ day of _____, 2006 (the "Effective Date"), by and between the Chicago Housing Authority, an Illinois municipal corporation ("C.H.A.") and the City of Chicago, an Illinois municipal corporation and home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois (the "City") acting through its Department of Planning and Development ("D.P.D.");

Recitals.

Whereas, The C.H.A. and the City each have the authority to enter into this Agreement under the Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq., as amended, and the Housing Cooperation Law, 310 ILCS 15/1, et seq., as amended; and

Whereas, The C.H.A. is engaged in the development and operation of safe, decent and sanitary housing throughout the City for low-income families in accordance with the United States Housing Act of 1937, 42 U.S.C. § 1437, et seq., as amended, regulations promulgated by the United States Department of Housing and Urban Development ("H.U.D."), and the State of Illinois Housing Authorities Act, 310 ILCS 10/1, et seq., as amended, and other applicable laws, regulations and ordinances; and

Whereas, D.P.D. performs planning and development services as part of its duties and responsibilities to provide planning for the use of land for the City; and

Whereas, 24 C.F.R. 85.36(b)(5) (the "H.U.D. Regulation") provides that, "To foster greater economy and efficiency, grantees and subgrantees are encouraged to enter into state and local intergovernmental agreements for the procurement of common goods and services"; and

Whereas, D.P.D. has issued a solicitation to competitively select a pool of consultants (individually referred to herein as the "Consultant") to perform consulting services which include the designation and creation of tax increment finance ("T.I.F.") districts; and

Whereas, The C.H.A. has identified the C.H.A. developments in the Garfield Ridge community area of the City known as LeClaire Courts and LeClaire Courts Extension (such C.H.A. developments are referred to herein as "LeClaire") as potential mixed-finance and/or public housing redevelopments. C.H.A. desires to assess the feasibility of including LeClaire in a T.I.F. redevelopment area to enhance the financing alternatives for LeClaire and to potentially create an enhanced commercial and residential community to benefit the C.H.A.'s public housing residents; and

Whereas, The C.H.A. and the City have identified a potential T.I.F. redevelopment area, including LeClaire, with boundaries expected to be the Stevenson Expressway on the north, 45th Street (from Cicero Avenue to the first alley east of Laramie Avenue) and the first alley north of 47th Street on the south, Cicero Avenue on the east and Laramie Avenue on the west (such area, or any changes thereto as agreed to by the parties, is referred to as the "Site"); and

Whereas, In order to effectively create a commercial and residential community that will be a benefit to the City and the C.H.A., it is necessary to determine the financial stability and enhanced tax potential of the land and the Site's land-use needs and physical assessment, including a proposed redevelopment area plan, tax increment financing study, and housing impact study (collectively, the "Services"); and

Whereas, the C.H.A., in accordance with the H.U.D. Regulation, and D.P.D. desire to obtain the Services of one or more of the selected Consultants at the Site with funds for the Consultants to be paid to D.P.D. by C.H.A. for such Services;

Now, Therefore, In consideration of the mutual premises and undertakings contained in this Agreement and of the mutual benefits to result therefrom, the parties hereby agree as follows:

Agreement.

1. Incorporation Of Recitals.

The recitals stated above are incorporated by reference as if fully set forth herein.

2. Services.

D.P.D. will procure the Services of a Consultant reasonably acceptable to C.H.A. at the Site for an amount not to exceed the amount set forth in paragraph 3 below. D.P.D. will manage the provision of the Services.

3. Compensation.

The total compensation to be paid by the C.H.A. to the D.P.D. for the Services is an amount not to exceed One Hundred Fifty Thousand and no/100 Dollars (\$150,000.00).

4. Invoice Payment.

It is anticipated that the Services obtained by D.P.D. from the Consultant shall be billed by the Consultant to D.P.D.. D.P.D. agrees to forward to the C.H.A. the Consultant's invoices with underlying documentation related to the Services provided with respect to the Site. D.P.D. shall not include any markup or administrative fee. Within thirty (30) days after receipt of each invoice and the appropriate underlying documentation related to the Services performed at the Site, the C.H.A. agrees to pay each invoice received to D.P.D. or to notify D.P.D. as to any material defect with respect to such invoice.

5. Disputes.

The parties agree to meet within thirty (30) days after receiving written notice in an attempt to resolve any dispute that arises regarding the execution of any provision of this Agreement.

6. Term.

This Agreement shall take effect upon the Effective Date and shall continue in effect until (i) two (2) years from the date hereof or (ii) until the Services have been fully performed for the Site and the parties respective obligations are completed, whichever occurs first. In the event D.P.D. terminates the use of a particular

Consultant prior to completion of the Services for the Site, D.P.D. shall endeavor to provide another Consultant from its competitively selected pool that is reasonably acceptable to the C.H.A. to complete the Services.

7. Reports And Work Product.

D.P.D. agrees that the C.H.A. may use, copy, distribute and rely upon any reports, studies or other work product pertaining to the Services.

General Conditions.

1. Assignment.

Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall be in the other party's sole discretion. This Agreement shall inure to the benefit of and be binding upon the City, the C.H.A. and their respective successors and permitted assigns.

2. Exclusive Benefit.

This Agreement is for the sole and exclusive benefit of the C.H.A. and the City and their respective successors and permitted assigns. No other person or entity is an intended third party beneficiary of this Agreement or shall have the right to enforce any of the provisions of this Agreement. Nothing contained in this Agreement shall be construed to create or imply any partnership or other association between the City and the C.H.A.

3. Conflict Of Interest.

(a) No member of the governing body of the C.H.A. or other units of government and no other officer, employee, or agent of the C.H.A. or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains, shall have any personal interest, direct, or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and/or C.H.A. employee shall be entitled to any share or part of this Agreement or to any financial benefit arising from it.

(b) The City covenants that it and its employees and subcontractors, presently have no interest and shall acquire no interest, direct or indirect, in this Agreement which would conflict in any manner or degree with the performance of the Services

hereunder. The City further covenants that in the performance of this Agreement no person having any such interest shall be employed.

(c) Additionally, pursuant to the conflict of interest requirements in OMB Circular A-102 and 24 C.F.R. § 85.36(b) (3), no person who is an employee, agent, consultant, officer or appointed official of the C.H.A. and who exercises or has exercised any functions or responsibilities with respect to H.U.D. assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such H.U.D. activities, may obtain a financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those whom he or she has family or business ties with, during his or her tenure or for one (1) year thereafter.

(d) The Consultant must not have any impermissible conflict of interest with the C.H.A. or be debarred or prohibited from doing business with the C.H.A. under applicable law.

4. Headings.

The section headings contained herein are for convenience only and are not intended to limit, expand or modify the provisions of such sections.

5. Non-Liability Of Public Officials.

No official, employee or agent of either party shall be charged personally by the other party, or by any assignee or subcontractor of the other party, with any liability or expenses of defense or be held personally liable to either party under any term of provision of this Agreement, because of either party's execution or attempted execution, or because of any breach hereof.

6. Amendments.

This Agreement may not be altered, amended, changed or modified in any respect without the written consent of the City and the C.H.A.

7. Counterpart Execution.

This Agreement may be executed in multiple counterparts, the signature pages of which, taken together, shall constitute an original execution copy.

8. Authority.

(a) Execution of this Agreement is authorized by resolution of the C.H.A.'s Board

of Commissioners on August 15, 2006 approving this Agreement and pursuant to the United States Housing Act of 1937, 42 U.S.C. § 1437, et seq.; regulations promulgated by H.U.D. and the State Housing Authorities Act, 310 ILCS 10/1, et seq., as amended, and other applicable laws, regulations and ordinances.

(b) Execution of this Agreement by the City is authorized by an ordinance enacted by the City Council of the City of Chicago approving this Agreement on _____.

9. Severability.

If any provision in this Agreement, or any paragraph, sentence, clause, phrase, word or the application thereof, in any circumstance, is held invalid, this Agreement shall be construed as if such invalid part were never included herein and the remainder of this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

10. Governing Laws.

This Agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois. Each party hereby irrevocably submits itself to the original jurisdiction of those courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement. Each party agrees that service of process on each party may be made, at the option of the other party, either by registered or certified mail addressed to the applicable office as provided for in this Agreement, by registered or certified mail addressed to the office actually maintained by each party. If any action is brought by either party concerning this Agreement, the action shall only be brought in those courts located within the County of Cook, State of Illinois.

11. Merger Clause.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof.

12. Notices.

Any notices sent to the City shall be mailed by certified mail, postage prepaid to:

Commissioner
Department of Planning and Development
121 North LaSalle Street, Room 1000
Chicago, Illinois 60602-2586

with a copy to:

Finance and Economic Development Division
Department of Law
City of Chicago
121 North LaSalle Street, Room 600
Chicago, Illinois 60602

Notices sent to the C.H.A. shall be mailed by certified mail, postage prepaid to:

Chief Executive Officer
Chicago Housing Authority
626 West Jackson Boulevard
Chicago, Illinois 60661

with a copy to:

General Counsel
Office of the General Counsel
Chicago Housing Authority
200 West Adams Street, Suite 2100
Chicago, Illinois 60606

In Witness Whereof, The C.H.A. and the City have executed this Agreement as of the date above first mentioned as indicated by the signatures below.

Chicago Housing Authority

City of Chicago

By: _____
Albert Murillo, Director
Procurement and Contracts

By: _____
Commissioner, Department of
Planning and Development

Approved as to Form and Legality

Chicago Housing Authority,
Office of the General Counsel

AGREED CALENDAR.

Alderman Burke moved to *Suspend the Rules Temporarily* for the purpose of including in the Agreed Calendar a series of resolutions presented by The Honorable Richard M. Daley, Mayor and Aldermen Flores, Olivo, Burke, Murphy, E. Smith, Colón, Daley, Tunney, Levar, Allen and Shiller. The motion *Prevailed*.

Thereupon, on motion of Alderman Burke, the proposed resolutions presented through the Agreed Calendar were *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schuler, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Sponsored by the elected city officials named below, respectively, said Agreed Calendar resolutions, as adopted, read as follows (the italic heading in each case not being a part of the resolution):

Presented By

THE HONORABLE RICHARD M. DALEY, MAYOR:

TRIBUTE TO LATE MR. RAYMOND HEDERMAN.

WHEREAS, The members of this chamber were deeply saddened to learn of the death at age eighty-six of Raymond Hederman, a thirty-year veteran of the Chicago Police Department; and

WHEREAS, Born on April 19, 1920, Mr. Hederman graduated from Leo High School on the city's south side; and

WHEREAS, As a teenager, Mr. Hederman faced a series of tragedies, losing his mother and three of his brothers; and

WHEREAS, Mr. Hederman joined the Army after high school, and was part of the second wave of Allied soldiers to invade the beaches at Normandy during the D-Day invasion in June of 1944; and

WHEREAS, In 1946, Mr. Hederman joined the Chicago police force, and two years later he married a neighborhood girl, Mickie Albright; and

WHEREAS, Mr. Hederman worked for the Chicago Police Department for thirty years, including several years working as an investigator in the department's Central Intelligence Unit; and

WHEREAS, After his retirement from the police force in 1976, Mr. Hederman began working as the chief clerk for the Cook County Circuit Court's probate division and also served as administrative assistant to Illinois House Speaker Michael Madigan; and

WHEREAS, In 1984, Mr. Hederman became an assistant manager at Midway Airport, where he coordinated the arrival of visiting dignitaries with the United States Secret Service; and

WHEREAS, His love of life and his ability to live it to the fullest endeared Mr. Hederman to his family, friends and all who knew him, and enabled him to enrich their lives in ways they will never forget; and

WHEREAS, A devoted husband, loving father and proud grandfather, Mr. Hederman will be deeply missed by his family and friends, especially his son, Michael; his daughters, Patricia Fehlauer and Diane Grzeczka; and his nine grandchildren; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this fourth day of October, 2006, do hereby honor the life and memory of Raymond Hederman and extend our heartfelt condolences to his family; and

Be It Further Resolved, That suitable copies of this resolution be presented to the family of Raymond Hederman as a sign of our sympathy and good wishes.

TRIBUTE TO LATE MRS. PATRICIA KENNEDY LAWFORD.

WHEREAS, The members of this chamber learned with great sadness that Patricia Kennedy Lawford, an outstanding citizen who devoted much of her life to

community and public service, passed away on September 17, 2006, at the age of eighty-two; and

WHEREAS, Born on May 6, 1924 in Brookline, Massachusetts, Mrs. Lawford, the sixth child and fourth daughter of Rose and Joseph Kennedy, graduated from the Maplehurst Sacred Heart Convent School in Bronxville, New York; and

WHEREAS, After graduation from Rosemont College in 1945 with a Bachelor of Arts degree, Mrs. Lawford pursued her interest in theatrical productions, working as an assistant in NBC's New York production department, before moving to Los Angeles to work as an assistant for Kate Smith's radio program, and later for Father Peyton's Family Theater and Family Rosary Crusade; and

WHEREAS, On April 23, 1954, she married Peter Lawford, the distinguished English actor, and they had four children, Christopher, Sydney, Victoria and Robin; and

WHEREAS, In addition to her work in show business, Mrs. Lawford was a tireless supporter of her brothers' political campaigns, playing an active role in the Senate and Presidential races of her brothers, John, Robert and Edward; and

WHEREAS, In 1966, Mrs. Lawford moved with her children to New York City, where she became actively involved in supporting the city's art community and founded the National Committee for Literary Arts; and

WHEREAS, Renowned for her wit and generosity, Mrs. Lawford gave selflessly of herself to many charitable and civic organizations, including working with the National Center on Addiction and Substance Abuse and the Kennedy Library and Museum; and

WHEREAS, Although Mrs. Lawford will be greatly missed by her family, friends and colleagues, her memory will live in their hearts forever; and

WHEREAS, The passing of this devoted mother and sister will be deeply felt by her family and friends, especially her son, Christopher; her three daughters, Sydney, Victoria and Robin; her ten grandchildren; her two sisters, Eunice and Jean; her brother, Edward; and a host of other relatives and friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this fourth day of October, 2006, do hereby commemorate and honor Patricia Kennedy Lawford for all her accomplishments and do hereby extend our deepest sympathy to her family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Patricia Kennedy Lawford as a token of our honor, gratitude and respect.

TRIBUTE TO LATE HONORABLE ANN RICHARDS.

WHEREAS, The members of this chamber were deeply saddened to learn of the death on September 13, 2006, at age seventy-three, of former Texas Governor Ann Richards, the quintessential Texas woman, with a sassy homespun charm, sharp wit and tough pioneer spirit; and

WHEREAS, Born Dorothy Ann Willis on September 1, 1933, Governor Richards, the only child of Robert Cecil Willis and Mildred Iona Warren, grew up in Waco, Texas, where she graduated from Waco High School in 1950; and

WHEREAS, After receiving a bachelor's degree from Baylor University in 1954, Governor Richards earned a teaching certificate at the University of Texas; and

WHEREAS, While still at Baylor, Governor Richards married her high school sweetheart, David Richards, and they were the proud parents of four children; and

WHEREAS, In 1972, Governor Richards began her long and distinguished career in politics when she helped to elect a candidate to the Texas state legislature, and by the mid 1970s, she was an accomplished political leader who led the effort in Texas to ratify the Equal Rights Amendment to the United States Constitution; and

WHEREAS, First elected in 1976 as a Travis County Commissioner, Governor Richards went on to be elected to the office of Texas State Treasurer in 1982, an office she held until she was elected as the forty-fifth governor of the State of Texas in 1990; and

WHEREAS, During her tenure as governor of Texas, Governor Richards appointed more minorities to government positions than any of her predecessors; streamlined the state's government and regulatory institutions; initiated an economic revitalization program; and established the Texas State Lottery, which funded the State's educational system; and

WHEREAS, After leaving public office in 1994, Governor Richards joined the firm of Verner, Lipfert, Bernhard, McPherson and Hand, and later Public Strategies, Inc., and was a frequent guest on talk shows, where she was instantly recognizable to

national television audiences with her bright silver hair, outspoken manner and affinity for cobalt blue suits and pearls; and

WHEREAS, Governor Richards, who gave selflessly of her time and energy, was active in many organizations, including serving on the board of trustees for Brandeis University; Save the Children Federation; the Aspen Institute; J.C. Penney; and T.I.G. Holdings; and

WHEREAS, In 1980, Governor Richards underwent treatment for alcoholism, after which she became a lifelong advocate for people suffering from alcohol and substance abuse problems and pressured lawmakers to increase funding for drug and alcohol abuse programs; and

WHEREAS, Throughout her career, Governor Richards encouraged others to use their lives -- and used her own -- in the struggle for civil rights and economic justice; and

WHEREAS, Although Governor Richards will be greatly missed by her family, friends and colleagues, her memory will live in their hearts forever; and

WHEREAS, The passing of this devoted mother will be deeply felt by her family and friends, especially by her two daughters, Cecile and Ellen; her two sons, Clark and Daniel; her eight grandchildren; and a host of other relatives and friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this fourth day of October, 2006, do hereby honor the life and memory of Governor Ann Richards and extend our sincerest condolences to her family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Governor Ann Richards as a token of our sympathy and good wishes.

TRIBUTE TO LATE MR. THOMAS H. REECE.

WHEREAS, The members of this chamber were deeply saddened to learn of the death at age sixty-eight of Thomas H. Reece, former president of the Chicago Teachers Union; and

WHEREAS, Raised in Chicago's South Shore neighborhood, Mr. Reece attended Bradwell Elementary School and South Shore High School; and

WHEREAS, Mr. Reece received his bachelor's degree from Chicago Teachers College and his master's degree in teaching science from Chicago State University; and

WHEREAS, After working as a science teacher at Bradwell Elementary School in the early 1960s, Mr. Reece became the assistant principal at Walt Disney Magnet School in the early 1970s; and

WHEREAS, Always an active union member who spent many nights as a grievance counselor patiently listening to complaints from members, Mr. Reece became the financial secretary of the Chicago Teachers Union in 1982 and its vice president in 1987; and

WHEREAS, In 1994, Mr. Reece was elected president of the Chicago Teachers Union and during his tenure as president of the Union, he negotiated two four-year contracts and won teachers raises without any insurance increases; and

WHEREAS, Mr. Reece also served as the president of the Illinois Federation of Teachers from 1994 until his retirement in 2001; and

WHEREAS, Known as a coalition builder and natural negotiator, Mr. Reece was adept at listening to all sides and working towards a consensus without acrimony; and

WHEREAS, His love of life and his ability to live it to the fullest endeared Mr. Reece to his family, friends and all who knew him, and enabled him to enrich their lives in ways they will never forget; and

WHEREAS, A devoted husband, loving father and proud grandfather, Mr. Reece will be deeply missed by his family and friends, especially his wife of thirty-nine years, Marilyn; his son, Eric; and his two grandchildren; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this fourth day of October, 2006, do hereby honor the life and memory of Thomas H. Reece and extend our heartfelt condolences to his family; and

Be It Further Resolved, That suitable copies of this resolution be presented to the family of Thomas H. Reece as a sign of our sympathy and good wishes.

Presented By

**THE HONORABLE RICHARD M. DALEY, MAYOR
And OTHERS:**

**PRESIDENT GEORGE W. BUSH AND MEMBERS OF UNITED STATES
CONGRESS AND GOVERNOR ROD BLAGOJEVICH AND MEMBERS
OF ILLINOIS GENERAL ASSEMBLY URGED TO
INCREASE FEDERAL AND STATE
MINIMUM WAGE.**

A resolution, presented by The Honorable Richard M. Daley, Mayor, and Aldermen Flores, Haithcock, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, Murphy, Rugai, Troutman, Muñoz, Zalewski, Chandler, Solis, Burnett, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, O'Connor, Natarus, Daley, Tunney, Shiller, Schulter and Stone, reading as follows:

WHEREAS, In 1938, the federal government of the United States enacted the Federal Fair Labor Standards Act, 29 U.S.C. 201, et seq. (the "F.L.S.A."), to assure that conditions detrimental to the maintenance of the minimum standard of living necessary for the health, efficiency and general well-being of workers were alleviated; and

WHEREAS, The F.L.S.A. provides, among other things, for the establishment of a federal minimum wage (the "Federal Minimum Wage"), first set at twenty-five cents per hour in 1938, which has been increased from time to time but, since 1997, has remained at \$5.15 per hour; and

WHEREAS, In 1971, the State of Illinois enacted the Minimum Wage Law, 820 ILCS 105/1, et seq. (the "Illinois Minimum Wage Law"), finding that the failure to pay adequate minimum wages leads to labor disputes, places burdens on the State of Illinois and other political subdivisions, and that a State minimum wage law was necessary to assure that workers had an adequate standard of living, sustained purchasing power and were paid an amount sufficient to meet the minimum cost of living necessary for the workers' health; and

WHEREAS, The Illinois Minimum Wage Law provides for, among other things, the establishment of a state minimum wage (the "State Minimum Wage"), first set at \$2.30 per hour in 1971, which has been increased from time to time but, since 2004, has remained at \$6.50 per hour; and

WHEREAS, A full-time employee, working a two thousand hour work year at the Federal Minimum Wage would make only Ten Thousand Three Hundred Dollars per year, and at the State Minimum Wage would make only Thirteen Thousand Dollars per year, which amounts are grossly inadequate to provide even one single adult with a reasonable standard of living, let alone the needs of any working families; and

WHEREAS, While the costs of food, housing, gasoline, health care and other basic goods and services have increased significantly, the Federal Minimum Wage Law has stagnated for nine years at \$5.15 per hour, and the Illinois Minimum Wage Law has also failed to increase at a rate sufficient to enable Illinois workers to pay even the most basic living expenses of such workers and their families; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this fourth day of October, 2006, do hereby urge the President of the United States and the United States Congress, at its next legislative session, to amend the F.L.S.A. to increase the Federal Minimum Wage to \$7.50 an hour, and thereafter at a rate that accomplishes the stated policy objectives of the F.L.S.A. and assures employees and their families a reasonable standard of living; and

Be It Further Resolved, That we urge the Governor of Illinois and the Illinois General Assembly, at its next legislative session, to amend the Illinois Minimum Wage Law to increase the State Minimum Wage to \$7.50 an hour, and thereafter at a rate that accomplishes the stated policy objectives of the Illinois Minimum Wage Law and assures employees and their families a reasonable standard of living; and

Be It Further Resolved, That copies of this resolution be delivered to the President of the United States, George W. Bush, to the Speaker of the United States House of Representatives, Dennis Hastert, to the United States House of Representatives Minority Leader, Nancy Pelosi, to the United States Senate Majority Leader, Bill Frist, to the United States Senate Minority Leader, Harry Reid and to members of the Illinois Congressional Delegation, and that copies of this resolution also be sent to Governor Rod Blagojevich, the President and Minority Leader of the Illinois Senate, and the Speaker and Minority Leader of the Illinois House of Representatives as an expression of our support for this important legislation.

Presented By

ALDERMAN FLORES (1st Ward):

**GRATITUDE EXTENDED TO HAAS PARK ADVISORY COUNCIL FOR
EFFORTS ON BEHALF OF LOGAN SQUARE COMMUNITY.**

WHEREAS, The Chicago Park District is the oldest park district in the United States, spanning more than seven thousand three hundred acres with five hundred fifty-two parks; and

WHEREAS, The beautification and renovation of a park facility can be the brick and mortar to build pride and to instill a sense of community; and

WHEREAS, Haas Park, named after Joseph F. Haas (1857 -- 1928) a widely-respected and dedicated public servant in his time, was created in 1928 and has serviced the Logan Square community for nearly eighty years; and

WHEREAS, The Logan Square community is nearly one hundred acres short of the city's minimum standard for public open space, making Haas Park one of the most-utilized parks in the City of Chicago; and

WHEREAS, More than ten years ago, community members formed the Haas Park Advisory Council to advocate for a park expansion project and improved facilities to meet the needs of the community; and

WHEREAS, Due to the commitment and determination of the Haas Park Advisory Council, and their work with elected officials, community stakeholders and the Chicago Park District, the Haas Park expansion project was announced in the beginning of 2006; and

WHEREAS, The expansion will increase the size of the park by seventy-five percent, with the addition of a new fieldhouse, playlot and more green space; and

WHEREAS, The Honorable Manuel Flores, Alderman of the 1st Ward, has informed this august body of the exemplary efforts and commitment to the Logan Square community by the Haas Park Advisory Council; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled here this fourth day of October, 2006, do hereby salute the members of the Haas Park Advisory Council for their dedication and long-standing

commitment to improving and increasing the park space available to the Logan Square community; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to members of the Haas Park Advisory Council.

*GRATITUDE EXTENDED TO MAPLEWOOD PARK ADVISORY
COUNCIL FOR EFFORTS ON BEHALF OF
MAPLEWOOD PARK COMMUNITY.*

WHEREAS, The Chicago Park District is the oldest park district in the United States, with more than seven thousand three hundred acres dedicated to parkland and five hundred fifty-two parks; and

WHEREAS, The Chicago Park District, as stewards of our urban green space, works to improve our quality of life through community-oriented programs and services; and

WHEREAS, The beautification and renovation of a park facility can be the brick and mortar to build pride and to instill a sense of community; and

WHEREAS, Maplewood Park, created by the City of Chicago in 1948, has serviced the Humboldt Park community for nearly sixty years; and

WHEREAS, Local residents formed the Maplewood Park Advisory Council to lead a community-driven effort to beautify, renovate and enhance Maplewood Park, located at 1640 North Maplewood Avenue; and

WHEREAS, The renovation of Maplewood Park is an important enhancement of open space as well as recreational opportunities for all community members; and

WHEREAS, Due to the exemplary efforts of the members of the Maplewood Park Advisory Council and their commitment to community service, the advisory council built a successful public-private partnership with community stakeholders, businesses and the Chicago Park District, and secured the necessary funding for the park's renovation; and

WHEREAS, The Honorable Manuel Flores, Alderman of the 1st Ward, has informed this august body of the community service of the Maplewood Park Advisory Council; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled here this fourth day of October, 2006, do hereby salute the members of the Maplewood Park Advisory Council for their dedication to improving their community; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to members of the Maplewood Park Advisory Council.

Presented By

**ALDERMAN FLORES (1st Ward) And
ALDERMAN COLÓN (35th Ward):**

**GRATITUDE EXTENDED TO COMMANDER SALVADOR AVILA
AND 14TH DISTRICT CHICAGO POLICE OFFICERS FOR
OUTSTANDING SERVICE TO COMMUNITY.**

WHEREAS, The 14th District of the Chicago Police Department will hold an autumn reception on October 26, 2006 to honor the officers and their families; and

WHEREAS, The Honorable Manuel Flores, Alderman of the 1st Ward, and The Honorable Rey Colón, Alderman of the 35th Ward, have deemed it fitting and appropriate to call to the attention of this august body the commendable work the officers from the 14th District are doing every day in a truly challenging environment. The 14th District's area bounded by West Belmont Avenue on the north, the north branch of the Chicago River on the east, North Central Park Avenue on the west and West Division Street on the south, comprises some of the most economically and ethnically diverse neighborhoods in Chicago; and

WHEREAS, Crime has significantly decreased in the 14th District over the last five years in large part to the courageous and dedicated work of each and every officer; and

WHEREAS, The families of the 14th District's officers make sacrifices on a daily basis and continue to stand behind their loved ones as they work in the streets and alleys seeking out those that who threaten the well-being of the citizenry; and

WHEREAS, These officers, under the competent command of Commander Salvador Avila, serve and protect the citizens of this city with respect and dignity, giving back to the community through their work with C.A.P.S. and building partnerships with community leaders to take a visible stand against violence; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council gathered here this fourth day of October, 2006 A.D., do hereby salute the everyday bravery exhibited by the officers and families of the 14th Chicago Police District and extend our heartfelt thanks to them for the job they do; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to 14th Police District Commander Salvador Avila.

Presented By

ALDERMAN PRECKWINKLE (4th Ward):

TRIBUTE TO LATE MR. JOHN MARSHALL WATSON, SR.

WHEREAS, God in His infinite wisdom and judgment has called to His eternal reward John Marshall Watson, Sr., beloved citizen, family man and friend; and

WHEREAS, The City of Chicago has been informed of his passing by the esteemed Alderman of the 4th Ward, Toni Preckwinkle; and

WHEREAS, John Watson, Sr. was an outstanding musician, composer, band leader and music educator who performed around the world with some of the giants of American music including: Ella Fitzgerald, Count Basic, Red Saunders, Stevie Wonder, Nancy Wilson and Joe Williams among others, and most recently in Chicago with Yoko Noge's Jazz Me Blues; and

WHEREAS, John Watson, Sr. was a dedicated teacher for over thirty-three years in the Chicago Public Schools and gave freely of his time to help hundreds of young students turn their life around and is much loved by many who still counted him as a friend and mentor; and

WHEREAS, John Watson, Sr. was an award-winning actor, appearing in dozens of films, on stage and on television in such legendary productions as: *One Flew Over the Cuckoo's Nest*, *The Fugitive*, *Ground Hog Day*, *Soul Food*, *Ma Rainey's Black Bottom*, *Two Trains Running*, *Love Jones* and the Duke Ellington musical, *Jump for Joy*; and

WHEREAS, John Watson, Sr. served his country and community as a member of the United States Army, a member of Alpha Phi Alpha and the Phi Mu Alpha music fraternity, and as the musical director for Operation Breadbasket/Rainbow PUSH; he wrote the Operation PUSH theme song, "Push on for Freedom"; and

WHEREAS, John Watson, Sr. is the beloved son of the late Howard Watson, Sr. and Katherine; brother to Howard Watson, Jr., the late Ferman and Mary Katherine Watson; dearly loved husband to Virginia; devoted father to Angela, John Jr., Vikki, Philip, Rebecca and David; adoring grandfather to Amber, Evan, Jamila, Mercedes, Vanessa, Seffon, CJ, Olivia and Jaleel; uncle to nieces: Michelle and Daneel and nephews: Howard Anthony and Michael, and leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That the Mayor and members of the City Council in meeting assembled this fourth day of October, 2006 do hereby express our sorrow on the death of John Marshall Watson, Sr. and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a copy of this resolution be presented to the family of John Marshall Watson, Sr.

DECLARATION OF OCTOBER 4, 2006 AS
"ALAN ROBINSON DAY" IN CHICAGO.

WHEREAS, Alan Robinson will celebrate his fifty-third birthday on October 4, 2006; and

WHEREAS, Alan Robinson was paralyzed from the neck down following a car accident in 1990 that almost claimed his life; and

WHEREAS, While undergoing aggressive rehabilitation, he maintained a positive attitude and made a pact with God; and

WHEREAS, Miraculously, Alan Robinson soon regained mobility and against doctor's orders, eventually learned to run; and

WHEREAS, He has challenged himself to run longer and longer distances; in 2002 he began running marathons, making history as the first quadriplegic in the world to run multiple marathons; and

WHEREAS, Alan Robinson is the founder of HALO-MAN, Inc., a non-profit organization established to raise money and awareness of spinal cord injuries; now, therefore,

Be It Resolved, That the Mayor and members of the City Council in meeting assembled this fourth day of October, 2006 do hereby proclaim October 4, 2006 to be "Alan Robinson Day" in Chicago, and encourage all Chicagoans to be aware of his important work through HALO-MAN, Inc. and his history making marathon running victories; and

Be It Further Resolved, That a copy of this resolution be presented to Alan Robinson.

Presented By

ALDERMAN BEALE (9th Ward):

TRIBUTE TO LATE MR. THEODORE JOHNSON, SR.

WHEREAS, Almighty God, in His infinite wisdom, has called Theodore Johnson, Sr., beloved citizen and friend, to his eternal reward, August 11, 2006; and

WHEREAS, Theodore Johnson, Sr., affectionately known as "Ted", started life as the son of Robert and Lissie V. Johnson on December 14, 1934 in Butler, Alabama; and

WHEREAS, He was the fifth of six children born to the Johnson Family, two sisters, Pearlie Mae and Margaret, and one brother, Robert Johnson, Jr.. Ted owned and operated his business which was registered with the State of Illinois on the south side of Chicago, and retired in 1988; and

WHEREAS, Theodore Johnson, Sr. leaves to mourn his loss and cherish his memory his wife, Mary; four sons, Tyrone (Maria), Richard, Maurice (Dana), Ted, Jr.; daughter, Alicee (Walter); sister, Florence Turner; brothers, Jones and Percy Johnson; eleven grandchildren; one great-grandchild; and a host of other relatives and many friends; and

WHEREAS, The Honorable Anthony Beale, Alderman of the 9th Ward, has informed this august body of the passing of Theodore Johnson, Sr.; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled here this fourth day of October, 2006 A.D., do hereby extend our sincere condolences to the many family members and friends of Theodore Johnson, Sr. "Ted" and express our sincerest sympathy upon learning of his passing; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Mr. Theodore Johnson, Sr.

TRIBUTE TO LATE MRS. CORDIA CORTEZ BALDERAS JONES.

WHEREAS, God in His infinite wisdom and judgment has called to her eternal reward, Cordia Cortez Balderas Jones, beloved citizen and friend; and

WHEREAS, This august body has been informed of her passing by The Honorable Anthony Beale, Alderman of the 9th Ward; and

WHEREAS, Cordia Cortez Balderas Jones, born in Botton Cret, West Virginia, was the loving daughter of Jose and Anita Balderas. She attended Kimball Elementary School in West Virginia and after relocating to Chicago she was a student at Saint Francis Junior High and Cregier High School; and

WHEREAS, Cordia was affectionately known as "Cordie" by family members and friends. Her parents, two sisters, Silverwater and Constina, four brothers, Jose, Cyrus, Manuel and Ambrue, having preceding her in death, Cordia Cortez Balderas Jones leaves to cherish her memory and celebrate her life five loving children, Billy (Angie), Kimberly, Gloria (Robert), Clifford (Shanda) and Ambrue (Pauline); four sisters, Gloria (Bechwith) Jones, Joan Brown, Maria Velosques and Rosita Balderas; one brother, Lucian Balderas; nine grandchildren; two great-grandchildren; and a host of other relatives and many friends; and

WHEREAS, A cherish friend of many and a good neighbor to all, Cordia (Cordie) Cortez Balderas Jones will be greatly missed and fondly remembered by her many family members and friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled here this fourth day of October, 2006 A.D., do hereby extend our deepest condolences and most heartfelt sympathy to the family of the late Cordia Cortez Balderas Jones; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of the late Cordia Cortez Balderas Jones.

Presented By

ALDERMAN OLIVO (13th Ward):

TRIBUTE TO LATE MR. BERNARD A. ARCUS.

WHEREAS, God in His infinite wisdom has called Bernard A. Arcus to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Frank J. Olivo; and

WHEREAS, The loving son of the late John and Anna; devoted brother of Agnes Walter and Rosa Byrnes and the late Anna Curran, Catherine Doyle, Helen Peltan, Antoinette Sutter, John, James (Elaine), Thomas, Joseph and Donald (Mary Jeanne); loving uncle of many nieces and nephews; member of Saint Rita Knights of Columbus and Parish Council of Saint Nicholas of Tolentine Church, Bernard A. Arcus leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this fourth day of October, 2006, do hereby express our sorrow on the death of Bernard A. Arcus and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Bernard A. Arcus.

TRIBUTE TO LATE MRS. CATHERINE "KITTY" COURNANE.

WHEREAS, God in His infinite wisdom has called Catherine "Kitty" Cournane to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Frank J. Olivo; and

WHEREAS, The beloved wife of the late John "Jack"; loving mother of Brendan; cherished grandmother of Tina (Mark) Stahmann, Brendan, John and Kelly; dear great-grandmother of Kayla and Shane; also many loving relatives in Ireland, Catherine "Kitty" Cournane leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this fourth day of October, 2006, do hereby express our sorrow on the death of Catherine "Kitty" Cournane and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Catherine "Kitty" Cournane.

TRIBUTE TO LATE MR. KENNETH A. DUDKOWSKI, JR.

WHEREAS, God in His infinite wisdom has called Kenneth A. Dudkowski, Jr. to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Frank J. Olivo; and

WHEREAS, The beloved son of Kenneth, Sr. and Carolyn; loving brother of Keith (Julie) and Tracy; dear uncle to Carolyn and Danielle; fond nephew to Ronald (Georgianna) Grinis, the late Bruno (Kathleen) Grinis and the late Leonard (Vickie) Klaff; and cousin and cherished friend to many, Kenneth A. Dudkowski, Jr. leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this fourth day of October, 2006, do hereby express our sorrow on the death of Kenneth A. Dudkowski, Jr. and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Kenneth A. Dudkowski, Jr.

TRIBUTE TO LATE MRS. BARBARA JEAN FABSTIT.

WHEREAS, God in His infinite wisdom has called Barbara Jean Fabsits to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Frank J. Olivo; and

WHEREAS, The wife of the late Donald A.; beloved mother of Richard, Christi and John (Heather); cherished grandmother of Donna Jean (Michael Creeman) Fabsits, Deanna Elward, Jason (Sherie) Fabsits, Emma Catherine Fabsits and Daniel Allen Rocco; loving great-grandmother of Dolores and Miguel Steven Fabsits, Ryan Morris and Justin and Brianna Fabsits; dear sister of Jay Groom; fond niece of Charles (Jackie) Meyers; and dear friend to many, Barbara Jean Fabsits leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this fourth day of October, 2006, do hereby express our sorrow on the death of Barbara Jean Fabsits and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Barbara Jean Fabsits.

TRIBUTE TO LATE MRS. HELEN FICEK.

WHEREAS, God in His infinite wisdom has called Helen Ficek to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Frank J. Olivo; and

WHEREAS, The beloved wife of the late John A.; loving mother of Diane Renik, Kathy (Craig) Hribar, Barbara (Wayne) Bell, Rosemary (Richard) Kish, Janice (John) Frederick, John (Terri), Thomas (Mariana) and Robert (Carol); cherished grandmother of twenty; great-grandmother of six; and devoted sister of Anna, Theresa, Agnes, Sadie, Florence, Steve and the late Edward Loch, Helen Ficek leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this fourth day of October, 2006, do hereby express our sorrow on the death of Helen Ficek and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Helen Ficek.

TRIBUTE TO LATE MRS. ANNA "OMA" KLOPSCHEK.

WHEREAS, God in His infinite wisdom has called Anna "Oma" Klopschek to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Frank J. Olivo; and

WHEREAS, The beloved wife of the late Frank; loving mother of Anne (the late Patrick) Cleary; dear grandmother of Patrick (Hilary) Cleary, Margaret (Edward) Pocius, Kathleen (Jack) Ferraro and Frank and Anne Marie Cleary; great-grandmother of Anthony and Megan Ferraro, Nicole and Rachel Cleary and Alexandra and Matthew Pocius; fond sister preceded in death by Theresa, Josef, Mary, Frank and Stephanie; also survived by many nieces and nephews; and caregiver and friend, Anna Pakos, Anna "Oma" Klopschek leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this fourth day of October, 2006, do hereby express our sorrow on the death of Anna "Oma" Klopschek and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Anna "Oma" Klopschek.

TRIBUTE TO LATE MR. WALTER KRYSTYNIAK.

WHEREAS, God in His infinite wisdom has called Walter Krystyniak to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Frank J. Olivo; and

WHEREAS, The loving father of Deborah, Laura (Donald), Theresa and Walter (Michelle); fond brother of Louis (Christine), William, James (Debbie), Edward, Diane (Anthony) and Darlene (the late Robert); preceded in death by his sister Janet; dear grandfather of eleven and member of Berwyn Moose Lodge, Walter Krystyniak leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this fourth day of October, 2006, do hereby express our sorrow on the death of Walter Krystyniak and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Walter Krystyniak.

TRIBUTE TO LATE MRS. ELIZABETH "BETTY" KRUTZLER.

WHEREAS, God in His infinite wisdom has called Elizabeth "Betty" Krutzler to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Frank J. Olivo; and

WHEREAS, The beloved wife of over fifty years to the late William J.; loving mother of Karen (David) Hoak and the late Bette (Charles) Bagdonas; cherished grandma of Amy and David Hoak; dear sister of Cyril (Alice) Holesha, the late George (Bernice) Holesha and the late Mary Ann (Reverend Edward) Grotovsky; aunt of many nieces and nephews, cousin and friend to many, and former member of the Queen of the Universe Seniors and Tarkington Park Seniors, Elizabeth "Betty" Krutzler leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this fourth day of October, 2006, do hereby express our sorrow on the death of Elizabeth "Betty" Krutzler and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Elizabeth "Betty" Krutzler.

TRIBUTE TO LATE MS. BLANCHE J. LEWANDOWSKI.

WHEREAS, God in His infinite wisdom has called Blanche J. Lewandowski to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Frank J. Olivo; and

WHEREAS, The loving daughter of the late Joseph and the late Mary; dear sister of Henrietta, the late Edwin and the late Eugene; and good friend of Janina (Jan) Komperda, Blanche J. Lewandowski leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this fourth day of October, 2006, do hereby express our sorrow on the death of Blanche J. Lewandowski and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Blanche J. Lewandowski.

TRIBUTE TO LATE MR. CARL S. LOEFFLER.

WHEREAS, God in His infinite wisdom has called Carl S. Loeffler to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Frank J. Olivo; and

WHEREAS, The beloved husband of Margaret; dearest son of Carol and Edward; dear brother of Julianne (Craig) Struening and Annemarie (Dan) Worobetz; fond brother-in-law of Mary Ann (John) Cecchini, Anthony (Sandi) Krischunas, Patricia Langone and Dorothy (James) Morris; proud uncle of thirteen nieces and nephews and great-uncle of six; loving companion of Casper and Angus; member Chicago Fraternal Order of Police; and graduate of Case Western Reserve University, Carl S. Loeffler leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this fourth day of October, 2006, do hereby express our sorrow on the death of Carl S. Loeffler and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Carl S. Loeffler.

TRIBUTE TO LATE MR. HUGH P. MC CARTAN.

WHEREAS, God in His infinite wisdom has called Hugh P. McCartan to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Frank J. Olivo; and

WHEREAS, The beloved husband of Joan; cherished father of Edward (Ruta), Mary Jo and Hugh, Jr.; loving grandfather of Emily; fond brother of Patrick, Edward and the late Daniel; and fond uncle of many nieces and nephews. A World War II Navy veteran who served on board the carrier USS Franklin in the Pacific, he worked for the Chicago Board of Education for thirty-five years and was the principal of Florence B. Price Elementary School for twenty-three years. After his retirement, he spent thirteen years as the coordinator and leader of the perpetual adoration at Saint Bede's, Queen of the Angels Adoration Chapel. He also volunteered his time with many organizations including the Third Order of Mount Carmel, Saint Vincent DePaul and Sights Unlimited in Hometown, Hugh P. McCartan leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this fourth day of October, 2006, do hereby express our sorrow on the death of Hugh P. McCartan and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Hugh P. McCartan.

TRIBUTE TO LATE MR JAMES F. REILLY.

WHEREAS, God in His infinite wisdom has called James F. Reilly to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Frank J. Olivo; and

WHEREAS, The beloved husband of the late Margaret; loving father of Merrikae Reilly, Peggy (Alex) Zemansky and Kathy Reilly; dear brother of the late Mary (the late Richard) Boyce; parishioner and lector for forty years at Queen of the Universe Church; and founder and owner of Jim Reilly's Arco Service Station, 69th and Pulaski Road, James F. Reilly leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this fourth day of October, 2006, do hereby express our sorrow on the death of James F. Reilly and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of James F. Reilly.

TRIBUTE TO LATE MR. EDWIN J. RYBINSKI, SR.

WHEREAS, God in His infinite wisdom has called Edwin J. Rybinski, Sr. to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Frank J. Olivo; and

WHEREAS, The beloved husband of Lillian; loving father of Edwin, Jr. (Pat), Annette Myers and the late Michael; proud grandfather of seven and great-grandfather of five; dear brother of the late Leo (the late Eleanor), the late Virginia (the late Casimir) Palacz, the late Evelyn (the late John) Treszka and the late F. Gregg (Kathryn); fond uncle and great-uncle to many nieces and nephews and cousin to many and World War II veteran United States Coast Guard, Edwin J. Rybinski, Sr. leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this fourth day of October, 2006, do hereby express our sorrow on the death of Edwin J. Rybinski, Sr. and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable of this resolution copy be presented to the family of Edwin J. Rybinski, Sr.

TRIBUTE TO LATE MR. MICHAEL J. RYBINSKI.

WHEREAS, God in His infinite wisdom has called Michael J. Rybinski to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Frank J. Olivo; and

WHEREAS, The loving son of Edwin, Sr. (Lillian); dear brother of Edwin, Jr. (Pat) and Annette Myers; fond uncle and great-uncle to many nieces and nephews; and cousin to many, Michael J. Rybinski leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this fourth day of October, 2006, do hereby express our sorrow on the death of Michael J. Rybinski and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Michael J. Rybinski.

TRIBUTE TO LATE MRS. JOANNE C. STANISLAWSKI.

WHEREAS, God in His infinite wisdom has called Joanne C. Stanislawski to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Frank J. Olivo; and

WHEREAS, The beloved wife of the late Edwin, Jr.; loving mother of Michael (Laurie), Maryrose (Ted) Beerman, Edwin (Ann), John (Kimberly), Stephen (Judy), Jeffrey and the late Joseph; fond grandmother of Harrison, Kristina, Maizie, Eddie, Kirsten and Jared; dear sister of Sister Rosemary Surby B.V.M. and the late Michael Surby; and fond aunt of many nieces and nephews, Joanne C. Stanislawski leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this fourth day of October, 2006, do hereby express our sorrow on the death of Joanne C. Stanislawski and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Joanne C. Stanislawski.

TRIBUTE TO LATE MRS. ANTOINETTE TROTTA.

WHEREAS, God in His infinite wisdom has called Antoinette Trotta to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Frank J. Olivo; and

WHEREAS, The loving wife of the late Dominic; dear mother of JoAnne, Rosemary and John (Kathy); beloved grandmother of Kathleen, John, Gina, Mia and Joseph and great-grandmother of John; and fond sister of Rose, Antoinette Trotta leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this fourth day of October, 2006, do hereby express our sorrow on the death of Antoinette Trotta and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Antoinette Trotta.

TRIBUTE TO LATE MR. JOHN F. WASIELEWSKI.

WHEREAS, God in His infinite wisdom has called John F. Wasielewski to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Frank J. Olivo; and

WHEREAS, The beloved husband of fifty-seven years to Loretta; loving father of Michael (Linda), Martha, Laura (William) Vaillancourt and Lawrence (Lynette); dearest grandfather of Jonathan, Loretta Elizabeth, Stephanie, Sara, Michael, Cathy and Caren; devoted brother-in-law of Edwen Reagh and "Cioc" Stella Madaj; veteran of the United States Army Air Corps; and former Eagle Scout and Troop Leader the Boy Scouts of America, John F. Wasielewski leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this fourth day of October, 2006, do hereby express our sorrow on the death of John F. Wasielewski and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of John F. Wasielewski.

TRIBUTE TO LATE MR. EDWARD L. WELLMAN.

WHEREAS, God in His infinite wisdom has called Edward L. Wellman to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Frank J. Olivo; and

WHEREAS, The beloved husband of the late Bernice C.; adored brother of Elmer, Lorraine and Elenor; and loving uncle of many nieces and nephews, Edward L. Wellman leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this fourth day of October, 2006, do hereby express our sorrow on the death of Edward L. Wellman and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Edward L. Wellman.

**CONGRATULATIONS EXTENDED TO MR. MICHAEL BOCARDO ON
RECEIPT OF CHRISTIAN LEADERSHIP AWARD FROM
SOUTHSIDE CATHOLIC CONFERENCE.**

WHEREAS, On September 21, 2006 at Saint John Fisher Parish, Michael Bocardo received the Christian Leadership Award which was sponsored by the Southside Catholic Conference; and

WHEREAS, The Chicago City Council has been informed of this special occasion by Alderman Frank J. Olivo; and

WHEREAS, Michael, a parishioner of Saint Mary Star of the Sea Church, was chosen because of his commitment to the community and his church, his positive attitude and his leadership skills; and

WHEREAS, May Michael's commitment to his community and his church continue through the years; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this fourth day of October, 2006, do hereby congratulate Michael Bocardo on this special honor and wish him many years of continued success; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Michael Bocardo.

*CONGRATULATIONS EXTENDED TO OFFICER ERNEST CAIN
ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.*

WHEREAS, Ernest F. Cain retired from the Chicago Police Department on June 15, 2006 after thirty-six years of service; and

WHEREAS, The Chicago City Council has been informed of this special occasion by Alderman Frank J. Olivo; and

WHEREAS, Ernest joined the Chicago Police Department on June 15, 1970 and has worked in the 002nd, 021st and 006th Districts as well as Traffic Enforcement and Narcotics; and

WHEREAS, During his time as a Chicago police officer, Ernest has received one Superintendent's Award of Merit, one Joint Operation Award, one Unit Meritorious Award, five Officer of the Month Awards, six Complimentary Letters, twenty-three Department Commendations and ninety-nine Honorable Mentions; and

WHEREAS, May Ernest's strong dedication to the citizens of the City of Chicago and to his family serve as an inspiration to us all; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this fourth day of October, 2006, do hereby congratulate Ernest Cain on his retirement and wish him many years of happiness; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Ernest Cain.

*CONGRATULATIONS EXTENDED TO MS. MEGAN COLLINS
ON RECEIPT OF CHRISTIAN LEADERSHIP AWARD
FROM SOUTHSIDE CATHOLIC CONFERENCE.*

WHEREAS, On September 21, 2006 at Saint John Fisher Parish, Megan Collins received the Christian Leadership Award which was sponsored by the Southside Catholic Conference; and

WHEREAS, The Chicago City Council has been informed of this special occasion by Alderman Frank J. Olivo; and

WHEREAS, Megan, a parishioner of Saint Mary Star of the Sea Church, was chosen because of her commitment to the community and her church, her positive attitude and her leadership skills; and

WHEREAS, May Megan's commitment to her community and her church continue through the years; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this fourth day of October, 2006, do hereby congratulate Megan Collins on her special honor and wish her many years of continued success; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Megan Collins.

Presented By

ALDERMAN BURKE (14th Ward):

TRIBUTE TO LATE MRS. ELAINE ADDISON.

WHEREAS, Elaine Addison has been called to eternal life by the wisdom of God at the age of seventy-three; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, A resident of Marietta, Georgia, Elaine Addison was the loving wife for forty-eight years of James; and

WHEREAS, Elaine Addison was the much-adored mother of Anna Maria Hatfield, Angela Renee Haddad, James, Jr. and Joseph and the grandmother of nine; and

WHEREAS, Raised in Columbia, South Carolina, Elaine Addison was the daughter of Italian immigrant parents and the younger sister of the late Cardinal Joseph Bernardin, the former spiritual leader of the Roman Catholic Archdiocese of Chicago; and

WHEREAS, Elaine Addison attended the University of South Carolina and worked in the business department of Providence Hospital in Columbia before marrying and raising a family; and

WHEREAS, A woman of dignity, grace and charm, Elaine Addison gave of herself fully to her family and was a loyal friend to many; and

WHEREAS, Elaine Addison inspired the lives of countless people through her great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of Elaine Addison serve as an example to all; and

WHEREAS, Elaine Addison will be dearly missed and fondly remembered by her many relatives, friends and admirers; and

WHEREAS, To her beloved family, Elaine Addison imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this fourth day of October, 2006, do hereby commemorate Elaine Addison for her grace-filled life and do hereby express our condolences to her family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Elaine Addison.

TRIBUTE TO LATE HONORABLE DENNIS BEESKOW.

WHEREAS, The Honorable Dennis Beeskow has been called to eternal life by the wisdom of God at the age of sixty-six; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, The Honorable Dennis Beeskow was a widely admired trustee for the Village of Huntley and the loving husband of Lynette, nee Weller; and

WHEREAS, The Honorable Dennis Beeskow was the loving father of Laura Oswald and Dennis J. and the grandfather of two, to whom he imparted many of the fine and admirable qualities that he possessed in abundance; and

WHEREAS, The Honorable Dennis Beeskow served as a village trustee from 1997 to 2005 and during his tenure played an instrumental role in the planning for the construction of Huntley's new municipal building; and

WHEREAS, In his private life, The Honorable Dennis Beeskow owned and operated the Express Sign Company; and

WHEREAS, The Honorable Dennis Beeskow gave of himself fully to his family and inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of The Honorable Dennis Beeskow serve as an example to all; and

WHEREAS, The Honorable Dennis Beeskow will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, The Honorable Dennis Beeskow imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this fourth day of October, 2006, do hereby commemorate The Honorable Dennis Beeskow for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of The Honorable Dennis Beeskow.

TRIBUTE TO LATE HONORABLE HILDA BERNSTEIN.

WHEREAS, The Honorable Hilda Bernstein has been called to eternal life by the wisdom of God at the age of ninety-one; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, A resident of Cape Town, South Africa, The Honorable Hilda Bernstein was an anti-apartheid activist and the loving wife of Rusty who was tried alongside Nelson Mandela in the infamous Rivonia Trial of 1964; and

WHEREAS, The Honorable Hilda Bernstein wrote the book *The World That Was Ours* which told the story of her husband's acquittal and their subsequent exile to Britain which ended after Nelson Mandela became president of the country in 1994; and

WHEREAS, While in exile, The Honorable Hilda Bernstein became a leading figure and speaker for the Anti-Apartheid Movement and was a member of the A.N.C.; and

WHEREAS, Born in London in 1915, The Honorable Hilda Bernstein served as a city councilor in Johannesburg from 1943 to 1946 where she earned a reputation as a passionate orator; and

WHEREAS, The Honorable Hilda Bernstein inspired the lives of countless people through her great personal integrity and courage; and

WHEREAS, The hard work, sacrifice and dedication of The Honorable Hilda Bernstein serve as an example to all; and

WHEREAS, The Honorable Hilda Bernstein will be dearly missed and fondly remembered by her many relatives, friends and admirers; and

WHEREAS, To her beloved family, The Honorable Hilda Bernstein imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this fourth day of October, 2006, do hereby commemorate The Honorable Hilda Bernstein for her grace-filled life and do hereby express our condolences to her family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of The Honorable Hilda Bernstein.

TRIBUTE TO LATE MR. RICHARD L. BLATT.

WHEREAS, Richard L. Blatt has been called to eternal life by the wisdom of God; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A native of Oak Park, Richard L. Blatt was a widely admired member of the legal community and the loving husband of Carolyn, nee LeBlanc; and

WHEREAS, Richard L. Blatt was a member of the Society of Mayflower Descendants and claimed as an ancestor Pilgrim William Bradford; and

WHEREAS, Richard L. Blatt was a respected colleague in the Chicago office of the Philadelphia-based law firm of Cozen O'Connor and was highly regarded by the Lloyds of London insurance market; and

WHEREAS, Richard L. Blatt was the founder and former chairman of Blatt, Hammesfahr and Eaton and was an integral part of the firm's successful merger into Cozen O'Connor in 2000; and

WHEREAS, Richard L. Blatt was the junior warden at Saint Chrysostom's Episcopal Church in Chicago and a national trustee of the Pi Kappa Alpha Educational Foundation; and

WHEREAS, Richard L. Blatt gave of himself fully to his family and inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of Richard L. Blatt serve as an example to all; and

WHEREAS, Richard L. Blatt will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his wife, Carolyn; his children, Christopher, Susannah, Katherine and Jennifer; and his brother, Jim, Richard L. Blatt imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this fourth day of October, 2006, do hereby commemorate Richard L. Blatt for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Richard L. Blatt.

TRIBUTE TO LATE DR. WALTER E. BJORK.

WHEREAS, Dr. Walter E. Bjork has been called to eternal life by the wisdom of God at the age of seventy-three; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A resident of Inverness, Dr. Walter E. Bjork was a widely admired educator and the loving husband of Eloise I. Bjork, nee Haxton; and

WHEREAS, Dr. Walter E. Bjork was the much-adored father of Charles and James to whom he imparted many of the fine and noble qualities that he possessed in abundance; and

WHEREAS, Dr. Walter E. Bjork was an educator in the Chicago Public Schools for forty-three years and served as a professor at Roosevelt University's School of Education in Chicago; and

WHEREAS, Dr. Walter E. Bjork was an active member of Prince of Peace Lutheran Church of Palatine and an Army veteran; and

WHEREAS, Dr. Walter E. Bjork spearheaded efforts by his local church to arrange donations and holiday gifts for children enrolled in a little village elementary school and also assisted a nearby church in the Chicago neighborhood; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, Dr. Walter E. Bjork gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, Dr. Walter E. Bjork inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of Dr. Walter E. Bjork serve as an example to all; and

WHEREAS, His love of life and ability to live it to the fullest endeared Dr. Walter E. Bjork to his family members, friends and all who knew him, and enabled him to enrich their lives in ways they will never forget; and

WHEREAS, Dr. Walter E. Bjork was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, Dr. Walter E. Bjork imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this fourth day of October, 2006, do hereby commemorate Dr. Walter E. Bjork for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Dr. Walter E. Bjork.

TRIBUTE TO LATE HONORABLE CLAIR BURGNER.

WHEREAS, The Honorable Clair Burgener has been called to eternal life by the wisdom of God at the age of eighty-four; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, The Honorable Clair Burgener was a former California congressman and the loving husband of Marvia; and

WHEREAS, The Honorable Clair Burgener was the much-adored father of John and Greg to whom he imparted many of the fine and noble qualities that he possessed in abundance; and

WHEREAS, The Honorable Clair Burgener enjoyed a long and highly successful career in politics and served for five terms as a member of the United States House of Representatives; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, The Honorable Clair Burgener gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, The Honorable Clair Burgener inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of The Honorable Clair Burgener serve as an example to all; and

WHEREAS, His love of life and ability to live it to the fullest endeared The Honorable Clair Burgener to his family members, friends and all who knew him, and enabled him to enrich their lives in ways they will never forget; and

WHEREAS, The Honorable Clair Burgener was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, The Honorable Clair Burgener imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this fourth day of October, 2006, do hereby commemorate The Honorable Clair Burgener for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of The Honorable Clair Burgener.

TRIBUTE TO LATE DR. ROBERT COSTA.

WHEREAS, Dr. Robert Costa has gone to his eternal reward at the age of forty-nine; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A resident of Oak Park, Dr. Robert Costa was a prominent medical researcher and the loving husband of Jane B.; and

WHEREAS, Dr. Robert Costa was the much-adored father of Sam to whom he imparted many of the fine and noble qualities that he possessed in abundance; and

WHEREAS, Dr. Robert Costa enjoyed a long and highly successful career as an authority in the field of liver biology and served as a professor at the University of Illinois at Chicago College of Medicine; and

WHEREAS, Dr. Robert Costa discovered a "fountain of youth gene" that allowed the liver cells of old mice to heal as well as those of young mice, raising hope that such a treatment could one day be used on humans; and

WHEREAS, Dr. Robert Costa served on the editorial boards of the medical journal *Hepatology* and *The Journal of Biological Chemistry*; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, Dr. Robert Costa gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, Dr. Robert Costa inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of Dr. Robert Costa serve as an example to all; and

WHEREAS, Dr. Robert Costa will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, Dr. Robert Costa imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this fourth day of October, 2006, do hereby commemorate Dr. Robert Costa for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Dr. Robert Costa.

TRIBUTE TO LATE MR. JOHN DAVENPORT.

WHEREAS, John Davenport has been called to eternal life by the wisdom of God at the age of eighty-seven; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, John Davenport was the co-captain of the legendary 1939 University of Chicago Maroons football team and a talented member of the university's track team; and

WHEREAS, John Davenport raised a family in Western Springs and worked during his career in brokerages and later in the fats and commodities business; and

WHEREAS, In his retirement, John Davenport moved in the 1980s to Southern California; and

WHEREAS, During World War II, John Davenport served his country aboard the U.S.S. San Jacinto in the Pacific Theater of Operations; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, John Davenport gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, The hard work, sacrifice and dedication of John Davenport serve as an example to all; and

WHEREAS, His love of life and ability to live it to the fullest endeared John Davenport to his family members, friends and all who knew him, and enabled him to enrich their lives in ways they will never forget; and

WHEREAS, John Davenport will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his three sons, Mark, John and Dorian; his brother, William; his two sisters, Mary and Marjorie; his seven grandchildren; and his four great-grandchildren, John Davenport imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this fourth day of October, 2006, do hereby commemorate John Davenport for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of John Davenport.

TRIBUTE TO LATE DR. ALFRED J. FABER.

WHEREAS, Dr. Alfred J. Faber has been called to eternal life by the wisdom of God at the age of eighty-six; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Dr. Alfred J. Faber was a widely admired member of the medical community and the loving husband for fifty-seven years of Ruth; and

WHEREAS, Dr. Alfred J. Faber was the much-adored father of Carol Langan and Ellen Bryson and the grandfather of four and the great-grandfather of one; and

WHEREAS, Born June 13, 1920 to Alfred and Lulu M. in Cascade, Iowa, Dr. Alfred J. Faber graduated from Loras College in Dubuque, Iowa, and earned his medical degree from Loyola College of Medicine in Chicago; and

WHEREAS, Dr. Alfred J. Faber served his country in the United States Navy at Great Lakes Naval Station and in Samoa in the South Pacific; and

WHEREAS, Dr. Alfred J. Faber served as a family physician in Des Plaines for more than three decades where he opened Clinical Associates; and

WHEREAS, Dr. Alfred J. Faber was instrumental in the building of Holy Family Hospital in the northwest suburb and served as its chief of staff; and

WHEREAS, Dr. Alfred J. Faber later moved to Sun City West, Arizona where he practiced medicine for another ten years; and

WHEREAS, Dr. Alfred J. Faber was a past chairman of the Chicago Medical Society and a past president of the Illinois Academy of Family Physicians; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, Dr. Alfred J. Faber gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, Dr. Alfred J. Faber inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, Dr. Alfred J. Faber will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, and his close friend and companion, Marie Kehl., Dr. Alfred J. Faber imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this fourth day of October, 2006, do hereby commemorate Dr. Alfred J. Faber for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Dr. Alfred J. Faber.

TRIBUTE TO LATE REVEREND DOCTOR HOWARD A. FOARD, SR.

WHEREAS, The Reverend Doctor Howard A. Foard, Sr. has been called to eternal life by the wisdom of God; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, The Reverend Doctor Howard A. Foard, Sr. was a longtime Lutheran minister in Chicago and the loving husband for sixty-five years of Adele; and

WHEREAS, The Reverend Doctor Howard A. Foard, Sr. was the much-adored father of Howard Jr., Frederick, Anthony and Freda and the grandfather of seven and the great-grandfather of four to whom he imparted many of the fine and noble qualities that he possessed in abundance; and

WHEREAS, The Reverend Doctor Howard A. Foard, Sr. was ordained and installed in 1949 at Saint Luke Lutheran Church in High Point, North Carolina; and

WHEREAS, The Reverend Doctor Howard A. Foard, Sr. was the pastor for more than forty years at the now-closed Saint Peter Lutheran Church which he organized on the south side; and

WHEREAS, The Reverend Doctor Howard A. Foard, Sr. served as an educator and counselor for many years at DuSable High School and Luther High School South; and

WHEREAS, In addition to his church and school work, The Reverend Doctor Howard A. Foard, Sr. served as vice chairman of the Board of Social Ministry and World Relief of the LCMS and was a member of the Armed Forces Commission of the LCMS; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, The Reverend Doctor Howard A. Foard, Sr. gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, The Reverend Doctor Howard A. Foard, Sr. inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The Reverend Doctor Howard A. Foard, Sr. was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, The Reverend Doctor Howard A. Foard, Sr. imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this fourth day of October, 2006, do hereby commemorate The Reverend Doctor Howard A. Foard, Sr. for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of The Reverend Doctor Howard A. Foard, Sr.

TRIBUTE TO LATE MR. LUKE HELM.

WHEREAS, Luke Helm has been called to eternal life by the wisdom of God at the age of sixty-seven; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A longtime resident of Park Forest, Luke Helm was a widely admired educator and the loving husband of Beverly; and

WHEREAS, Luke Helm was the much-adored father of Luke, Jr., Katherine and James to whom he imparted many of the fine and noble qualities that he possessed in abundance; and

WHEREAS, Raised on the south side, Luke Helm earned his undergraduate degree in history from Roosevelt University and a master's degree in counseling from Loyola University; and

WHEREAS, Luke Helm enjoyed a long and highly successful career in academia and served as a teacher and assistant principal at DuSable High School for twenty-four years before becoming the principal of Washburne Trade School; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, Luke Helm gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, The hard work, sacrifice and dedication of Luke Helm serve as an example to all; and

WHEREAS, His love of life and ability to live it to the fullest endeared Luke Helm to his family members, friends and all who knew him, and enabled him to enrich their lives in ways they will never forget; and

WHEREAS, Luke Helm will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, Luke Helm imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this fourth day of October, 2006, do hereby commemorate Luke Helm for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Luke Helm.

TRIBUTE TO LATE MS. ELIZABETH L. JOKSIMOVIC.

WHEREAS, Elizabeth L. Joksimovic has gone to her eternal reward at the age of forty-four; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, A resident of Chicago, Elizabeth L. Joksimovic was the beloved wife of Dr. Peter D. Nierman and the much-adored mother of Isaac and Ella; and

WHEREAS, Elizabeth L. Joksimovic served for twenty years in the Development Office of Rush University Medical Center where she spearheaded fund-raising campaigns and developed relationships with potential donors; and

WHEREAS, Born in Presbyterian-Saint Luke's Hospital which is now part of Rush University Medical Center, Elizabeth L. Joksimovic was the daughter of Dusan and Mary Lou and the sister of Mike and Shelley; and

WHEREAS, Raised in north suburban Highland Park, Elizabeth L. Joksimovic attended the University of Illinois at Urbana-Champaign and after graduation joined the Leo Burnett advertising agency in Chicago; and

WHEREAS, Elizabeth L. Joksimovic accepted a position at Rush, where she was widely admired for her unflappable nature and high degree of professionalism; and

WHEREAS, Elizabeth L. Joksimovic gave of herself fully to her family and inspired the lives of countless people through her great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of Elizabeth L. Joksimovic serve as an example to all; and

WHEREAS, A woman of dignity, grace and charm, Elizabeth L. Joksimovic will be dearly missed and fondly remembered by her many relatives, friends and admirers; and

WHEREAS, To her beloved family, Elizabeth L. Joksimovic imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this fourth day of October, 2006, do hereby commemorate Elizabeth L. Joksimovic for her grace-filled life and do hereby express our condolences to her family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Elizabeth L. Joksimovic.

TRIBUTE TO LATE DR. OLGA JONASSON.

WHEREAS, Olga Jonasson has been called to eternal life by the wisdom of God at the age of seventy-two; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, A resident of Chicago, Olga Jonasson was a widely admired member of the medical community and a pioneer in the field of organ transplants; and

WHEREAS, Olga Jonasson served as a professor of surgery at the University of Illinois at Chicago and established the division of transplantation at its Medical Center in 1968; and

WHEREAS, Olga Jonasson became chief of surgery at Cook County Hospital in 1977 and for a period in her career also served in a leadership position at Ohio State University; and

WHEREAS, Olga Jonasson was a valued member of many medical societies and was a member of the editorial boards of the *Annals of Surgery* and the *Journal of the American College of Surgeons*; and

WHEREAS, Olga Jonasson gave of herself fully to her family and inspired the lives of countless people through her great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of Olga Jonasson serve as an example to all; and

WHEREAS, Olga Jonasson will be dearly missed and fondly remembered by her many relatives, friends and admirers; and

WHEREAS, To her two sisters, Runa Hawkins and Greta Peterson, Olga Jonasson imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this fourth day of October, 2006, do hereby commemorate Olga Jonasson for her grace-filled life and do hereby express our condolences to her family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Olga Jonasson.

TRIBUTE TO LATE HONORABLE EDWARD J. KING.

WHEREAS, The Honorable Edward J. King has been called to eternal life by the wisdom of God at the age of eighty-one; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, The Honorable Edward J. King was a former governor of the Commonwealth of Massachusetts and the loving husband of the late Josephine T., nee Hurley; and

WHEREAS, The Honorable Edward J. King was the much-adored father of Brian E. and Timothy D., and the grandfather of five to whom he imparted many of the fine and noble qualities that he possessed in abundance; and

WHEREAS, The Honorable Edward J. King enjoyed a long and highly successful career in politics and served as governor from 1979 to 1983; and

WHEREAS, During his term in office, The Honorable Edward J. King froze property taxes and tirelessly worked to increase business and agricultural opportunities for the people of the Commonwealth; and

WHEREAS, After retiring from public service, The Honorable Edward J. King was an executive for the public relations firm of Hill & Knowlton; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, The Honorable Edward J. King gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, The hard work, sacrifice and dedication of The Honorable Edward J. King serve as an example to all; and

WHEREAS, The Honorable Edward J. King was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, The Honorable Edward J. King imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this fourth day of October, 2006, do hereby commemorate The Honorable Edward J. King for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of The Honorable Edward J. King.

TRIBUTE TO LATE HONORABLE RICHARD KLASEN.

WHEREAS, The Honorable Richard Klasen has been called to eternal life by the wisdom of God at the age of eighty-five; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A resident of Marengo, The Honorable Richard Klasen was a veteran of the Vietnam War who served as a police officer and a member of the McHenry County Board of Commissioners; and

WHEREAS, Born and raised in the Portage Park community, The Honorable Richard Klasen was the beloved son of John and Dorothy and the brother of John, Kathy and Sheri; and

WHEREAS, The Honorable Richard Klasen attended Schurz High School and fought in the Vietnam War as a member of the United States Army; and

WHEREAS, Following his honorable discharge, The Honorable Richard Klasen served for twenty-one years as a member of the Chicago Police Department; and

WHEREAS, The Honorable Richard Klasen moved after his retirement to McHenry County where he took up ranching and launched his political career; and

WHEREAS, The Honorable Richard Klasen was an individual of great dedication and profound accomplishment who brought honor to himself and his community; and

WHEREAS, The Honorable Richard Klasen will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, The Honorable Richard Klasen imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this fourth day of October, 2006, do hereby commemorate The Honorable Richard Klasen for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of the Honorable Richard Klasen.

TRIBUTE TO LATE HONORABLE JACK T. KNUEPFER.

WHEREAS, The Honorable Jack T. Knuepfer has been called to eternal life by the wisdom of God at the age of eighty-five; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A resident of Elmhurst, The Honorable Jack T. Knuepfer was a dedicated community servant and the loving husband of Virginia "Dinny"; and

WHEREAS, The Honorable Jack T. Knuepfer was the much adored father of Claude, Mark, Barbara Gassensmith, Sue Peters and the late Paul, and the grandfather of fourteen and the great-grandfather of four; and

WHEREAS, The Honorable Jack T. Knuepfer was the brother of Robert C. and Marilyn Hudson and the uncle of many nieces and nephews; and

WHEREAS, Raised in River Forest, The Honorable Jack T. Knuepfer earned his master's degree in business from the University of Chicago and moved to Elmhurst in 1950; and

WHEREAS, A World War II Army veteran, The Honorable Jack T. Knuepfer enjoyed a long and highly successful career in public service, first as an Elmhurst Alderman and later as a state representative, senator and DuPage County Board chairman; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, The Honorable Jack T. Knuepfer gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, The hard work, sacrifice and dedication of The Honorable Jack T. Knuepfer serve as an example to all; and

WHEREAS, The Honorable Jack T. Knuepfer was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, The Honorable Jack T. Knuepfer imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this fourth day of October, 2006, do hereby commemorate The Honorable Jack T. Knuepfer for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of The Honorable Jack T. Knuepfer.

TRIBUTE TO LATE MR. JOHN KRAMER.

WHEREAS, John Kramer has been called to eternal life by the wisdom of God at the age of fifty-seven; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A resident of London, John Kramer was a former public official in Chicago and the loving husband of The Honorable Susan, a member of the British Parliament; and

WHEREAS, John Kramer was the much-adored father of Jonathan and Abigail and the grandfather of one to whom he imparted many of the fine and noble qualities that he possessed in abundance; and

WHEREAS, John Kramer enjoyed great success in the public arena in a succession of influential positions in which he left a lasting imprint on our city; and

WHEREAS, As Illinois Secretary of Transportation for Governor James Thompson and also as a point man for Governor Dan Walker, John Kramer lobbied the federal government to drop plans to fund the construction of the Crosstown Expressway, a plan which would have divided and damaged city neighborhoods; and

WHEREAS, The funding for the Crosstown Expressway eventually went to projects that included the Blue Line extension to O'Hare International Airport and the construction of the Orange Line; and

WHEREAS, From 1983 to 1984, John Kramer served as interim chairman of the Regional Transportation Authority Board and was credited with returning the agency to financial solvency; and

WHEREAS, John Kramer was also chosen to serve as general manager of the 1995 Chicago World's Fair, a project that never came to fruition due to lack of public support; and

WHEREAS, After working in property development in Chicago, John Kramer moved to London where he worked at Goldman Sachs and eventually founded his own firm, Infrastructure Capital Partners; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, John Kramer gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, The hard work, sacrifice and dedication of John Kramer serve as an example to all; and

WHEREAS, His love of life and ability to live it to the fullest endeared John Kramer to his family members, friends and all who knew him, and enabled him to enrich their lives in ways they will never forget; and

WHEREAS, John Kramer will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, John Kramer imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this fourth day of October, 2006, do hereby commemorate John Kramer for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of John Kramer.

TRIBUTE TO LATE MR. ROBERT Z. "BOB" LEWANDOWSKI.

WHEREAS, Robert Z. "Bob" Lewandowski has been called to eternal life by the wisdom of God at the age of eighty-six; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A resident of the Edgewater community, Robert Z. "Bob" Lewandowski was a popular Polish radio and television personality and the beloved husband of Lili; and

WHEREAS, For more than three decades, Robert Z. "Bob" Lewandowski was on the air at WSBC-AM Radio where his show featured a mix of local and international news, music and interviews; and

WHEREAS, Robert Z. "Bob" Lewandowski was a household name in the Polish community and became widely recognized for his signature sign-off, spoken in Polish, "Smile and tomorrow will be better"; and

WHEREAS, Robert Z. "Bob" Lewandowski also wrote a weekly column for Chicago's *Polish Daily News* and during the late 1950s and early 1960s hosted Polka "Go Round" which aired on WLS-Television; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, Robert Z. "Bob" Lewandowski gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, His love of life and ability to live it to the fullest endeared Robert Z. "Bob" Lewandowski to his family members, friends and all who knew him, and enabled him to enrich their lives in ways they will never forget; and

WHEREAS, Robert Z. "Bob" Lewandowski was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, Robert Z. "Bob" Lewandowski imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this fourth day of October, 2006, do hereby commemorate Robert Z. "Bob" Lewandowski for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Robert Z. "Bob" Lewandowski.

TRIBUTE TO LATE DR. BERNARD LIFSON.

WHEREAS, Dr. Bernard Lifson has been called to eternal life by the wisdom of God at the age of eighty-three; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A resident of Wilmette, Dr. Bernard Lifson was a prominent North Shore psychiatrist and the loving husband of Clarice; and

WHEREAS, Dr. Bernard Lifson was the loving father of Suzanne, Edward, Lawrence, Robert and Steven to whom he imparted many of the fine and admirable qualities that he possessed in abundance; and

WHEREAS, Dr. Bernard Lifson served for more than four decades at Evanston Northwestern Hospital in private practice and counseled students and faculty at New Trier Township High School; and

WHEREAS, A man of grand humor and high ethical standards, Dr. Bernard Lifson had a calming presence about him that was filled with empathy and compassion; and

WHEREAS, Dr. Bernard Lifson gave of himself fully to his family and inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of Dr. Bernard Lifson serve as an example to all; and

WHEREAS, Dr. Bernard Lifson will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, Dr. Bernard Lifson imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this fourth day of October, 2006, do hereby commemorate Dr. Bernard Lifson for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Dr. Bernard Lifson.

TRIBUTE TO LATE MR. A. GERSON MILLER.

WHEREAS, A. Gerson Miller has been called to eternal life by the wisdom of God at the age of eighty-five; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A resident of Winnetka, A. Gerson Miller was a widely admired member of the business community and the loving husband of Iris, nee Alexander; and

WHEREAS, A. Gerson Miller was the much-adored father of John and Rhonda to whom he imparted many of the fine and noble qualities that he possessed in abundance; and

WHEREAS, A native of the north side of Chicago, A. Gerson Miller attended the University of Wisconsin in Madison and enlisted during World War II in the United States Army Air Forces; and

WHEREAS, Following the war, A. Gerson Miller joined the family-operated North American Paper Company in Chicago where he rose to become chairman of the board and presided over the company's growth as a leader in the industry; and

WHEREAS, Because of his reputation for fierce loyalty and uncompromising integrity, A. Gerson Miller was chosen to serve as the executor of the will of George S. Halas, Jr., the son of the legendary founder of the Chicago Bears football team; and

WHEREAS, A. Gerson Miller was an individual of great dedication and profound accomplishment who brought honor to himself and his community; and

WHEREAS, A. Gerson Miller will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his wife, Iris; his son, John; his daughter, Rhonda; his brother, Burton; and his three adoring grandchildren, A. Gerson Miller imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this fourth day of October, 2006, do hereby commemorate A. Gerson Miller for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of A. Gerson Miller.

TRIBUTE TO LATE UNITED STATES ARMY
SERGEANT ROBERT J. PAUL.

WHEREAS, Robert J. Paul has gone to his eternal reward at the age of forty-three; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A native of Hammond, Indiana, Robert J. Paul lost his life while bravely serving his country as a sergeant in the United States Army Reserve stationed in Afghanistan; and

WHEREAS, Robert J. Paul was killed in action in Kabul along with a fellow soldier and fourteen innocent bystanders when a suicide bomber attacked his Humvee while he was on a routine patrol; and

WHEREAS, Robert J. Paul joined the Army Reserve in 1997 after receiving his master's degree in planning and economic development from the University of Maryland and worked as a senior land-use planner for the Wasco County, Oregon government; and

WHEREAS, Robert J. Paul was assigned to the Army Reserve's Headquarters and Headquarters Company, 364th Civil Affairs Brigade, and deployed to Iraq last spring to assist in urban planning; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, Robert J. Paul gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, The bravery, sacrifice and dedication of Robert J. Paul serve as an example to all; and

WHEREAS, Robert J. Paul will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his daughter, Ilena Z.; his mother, Esther; his father, Sheldon; and his sisters, Monica and Debra, Robert J. Paul imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this fourth day of October, 2006, do hereby commemorate Robert J. Paul for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Robert J. Paul.

TRIBUTE TO LATE HONORABLE ANN RICHARDS.

WHEREAS, The Honorable Ann Richards has been called to eternal life by the wisdom of God at the age of seventy-three; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, The Honorable Ann Richards was a well-known national political figure and a former Governor of the State of Texas; and

WHEREAS, Born in Lakeview, Texas, The Honorable Ann Richards was the only child of Robert Cecil Willis and Mildred Iona, nee Warren; and

WHEREAS, Raised in Waco, Texas, The Honorable Ann Richards graduated from Waco High School and earned her bachelor's degree from Baylor University on a debate scholarship; and

WHEREAS, The Honorable Ann Richards served in her early career as a teacher before becoming Texas State Treasurer; and

WHEREAS, The Honorable Ann Richards rose to national prominence when she delivered the keynote address at the 1988 Democratic National Convention; and

WHEREAS, The Honorable Ann Richards served as the Governor of the State of Texas from 1991 to 1995; and

WHEREAS, The Honorable Ann Richards gave of herself fully to her family and inspired the lives of countless people through her great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of The Honorable Ann Richards serve as an example to all; and

WHEREAS, The Honorable Ann Richards will be dearly missed and fondly remembered by her many relatives, friends and admirers; and

WHEREAS, To her beloved family, The Honorable Ann Richards imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this fourth day of October, 2006, do hereby commemorate The Honorable Ann Richards for her grace-filled life and do hereby express our condolences to her family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of The Honorable Ann Richards.

TRIBUTE TO LATE MR. FRANCIS X. RILEY.

WHEREAS, Francis X. Riley has been called to eternal life by the wisdom of God at the age of ninety-three; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A native of the west side of Chicago, Francis X. Riley was a widely admired member of the academic community and the beloved husband of the late Eleanor Jean, nee Tilden; and

WHEREAS, Francis X. Riley was the much-adored father of Francis X., John T. and Elizabeth A. to whom he imparted many of the fine and noble qualities that he possessed in abundance; and

WHEREAS, Francis X. Riley enjoyed a long and highly successful career as a law professor at Lewis University in Romeoville and Northern Illinois University in DeKalb; and

WHEREAS, Francis X. Riley later served Of-Counsel to the law firm of Maragos and Maragos, Ltd. in downtown Chicago; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, Francis X. Riley gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, Francis X. Riley inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of Francis X. Riley serve as an example to all; and

WHEREAS, His love of life and ability to live it to the fullest endeared Francis X. Riley to his family members, friends and all who knew him, and enabled him to enrich their lives in ways they will never forget; and

WHEREAS, Francis X. Riley was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, Francis X. Riley imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this fourth day of October, 2006, do hereby commemorate Francis X. Riley for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Francis X. Riley.

TRIBUTE TO LATE MR. ROLAND L. "ROLLY" RUHL.

WHEREAS, Roland L. "Rolly" Ruhl has been called to eternal life by the wisdom of God at the age of sixty-three; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A resident of Champaign, Roland L. "Rolly" Ruhl was a widely admired member of the insurance industry and the loving husband of Mary; and

WHEREAS, Roland L. "Rolly" Ruhl was the much-adored father of Laura Ruhl Genson, Roland A. and Andrew to whom he imparted many of the fine and noble qualities that he possessed in abundance; and

WHEREAS, Roland L. "Rolly" Ruhl was the founder and chief executive officer of Ruhl Forensic, Incorporated, a company that provides expert accident investigation, analysis and reconstruction; and

WHEREAS, Roland L. "Rolly" Ruhl always placed a high value on education and served on the University of Illinois President's Council and as a member of the University of Illinois Foundation; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, Roland L. "Rolly" Ruhl gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, The hard work, sacrifice and dedication of Roland L. "Rolly" Ruhl serve as an example to all; and

WHEREAS, His love of life and ability to live it to the fullest endeared Roland L. "Rolly" Ruhl to his family members, friends and all who knew him, and enabled him to enrich their lives in ways they will never forget; and

WHEREAS, Roland L. "Rolly" Ruhl was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, Roland L. "Rolly" Ruhl imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this fourth day of October, 2006, do hereby commemorate Roland L. "Rolly" Ruhl for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Roland L. "Rolly" Ruhl.

TRIBUTE TO LATE MR. RICHARD SABEY.

WHEREAS, Richard Sabey has been called to eternal life by the wisdom of God at the age of eighty-two; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A resident of Aurora, Richard Sabey was a talented graphic arts company executive and the loving husband of Eleanor, nee Janssen; and

WHEREAS, Richard Sabey was the much-adored father of Kaaren Oldfield, Kristin Bladek, Delle West, Elaine Vincent, Richard, John, Charles and Douglas to whom he imparted many of the fine and noble qualities that he possessed in abundance; and

WHEREAS, During World War II, Richard Sabey served in the United States Army Air Forces as a radio operator with the 9th Bomb Squadron in the South Pacific; and

WHEREAS, During his military service, Richard Sabey painted a poster girl on a B-29 bomber which became known as "Daring Donna", a blond with Betty Grable legs; and

WHEREAS, Following the war, Richard Sabey worked as a commercial artist and illustrator with Bielefeld Studios in Chicago and as a sales account executive and product manager with Robert Snyder & Associates in Chicago; and

WHEREAS, Richard Sabey later worked as the art director and vice president of sales at the Handelan-Pederson Graphic Arts Studio in Chicago; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, Richard Sabey gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, The hard work, sacrifice and dedication of Richard Sabey serve as an example to all; and

WHEREAS, Richard Sabey will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, Richard Sabey imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this fourth day of October, 2006, do hereby commemorate Richard Sabey for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Richard Sabey.

TRIBUTE TO LATE MR. LEONARD L. SYKES, JR.

WHEREAS, Leonard L. Sykes, Jr. has been called to eternal life by the wisdom of God at the age of fifty-three; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A resident of Milwaukee, Leonard L. Sykes, Jr. was a widely admired journalist and the loving husband of Ruth, nee Shattuck; and

WHEREAS, Leonard L. Sykes, Jr. was the much-adored father of Leonard E. and Aisha and the grandfather of one to whom he imparted many of the fine and noble qualities that he possessed in abundance; and

WHEREAS, Leonard L. Sykes, Jr. was the beloved son of Leonard, Sr. and Erma and the brother of Sharon Smith and Stephanie Littlejohn; and

WHEREAS, Raised on the south side of Chicago, Leonard L. Sykes, Jr. enjoyed a highly successful career as a journalist with the *Milwaukee Journal Sentinel* and also wrote for the *Waukegan News-Sun*, *Jet* magazine and the *Chicago Defender*; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, Leonard L. Sykes, Jr. gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, Leonard L. Sykes, Jr. inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of Leonard L. Sykes, Jr. serve as an example to all; and

WHEREAS, His love of life and ability to live it to the fullest endeared Leonard L. Sykes, Jr. to his family members, friends and all who knew him, and enabled him to enrich their lives in ways they will never forget; and

WHEREAS, Leonard L. Sykes, Jr. was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, Leonard L. Sykes, Jr. imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this fourth day of October, 2006, do hereby commemorate Leonard L. Sykes, Jr. for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Leonard L. Sykes, Jr.

TRIBUTE TO LATE MR. JAMES SZCZEPANSKI.

WHEREAS, James Szczepanski has been called to eternal life by the wisdom of God at the age of sixty-three; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, James Szczepanski was a retired special agent for the Federal Bureau of Investigation in Chicago and the loving husband of Shari; and

WHEREAS, James Szczepanski was the much-adored father of Susie, Mark, Brian and Danny and the grandfather of seven to whom he imparted many of the fine and noble qualities that he possessed in abundance; and

WHEREAS, James Szczepanski enjoyed a twenty-two year career at the Bureau before retiring in 1999 and during his tenure investigated many high-profile cases, including the largest bank fraud in Illinois history; and

WHEREAS, James Szczepanski later worked as a senior manager at Blue Cross where he was responsible for compliance and internal investigations; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, James Szczepanski gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, James Szczepanski was a true gentleman whose hard work, sacrifice and dedication serve as an example to all; and

WHEREAS, His love of life and ability to live it to the fullest endeared James Szczepanski to his family members, friends and all who knew him, and enabled him to enrich their lives in ways they will never forget; and

WHEREAS, James Szczepanski will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, James Szczepanski imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this fourth day of October, 2006, do hereby commemorate James Szczepanski for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of James Szczepanski.

TRIBUTE TO LATE MR. JAMES FRANK WILSON.

WHEREAS, James Frank Wilson has been called to eternal life by the wisdom of God at the age of sixty-eight; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A resident of Arlington Heights, James Frank Wilson was a widely admired member of the journalism community and the loving husband of Ruth, nee Uptagrafft; and

WHEREAS, James Frank Wilson was the much-adored father of Mark, Bradley and Timothy and the grandfather of six to whom he imparted many of the fine and noble qualities that he possessed in abundance; and

WHEREAS, James Frank Wilson enjoyed a thirty-two year long career at the Associated Press and was a former bureau chief for the news wire in Detroit, Seattle and Chicago before retiring in 1999; and

WHEREAS, James Frank Wilson covered many major stories with the Associated Press including the Rapid City flood in 1972, the seventy-one day occupation of Wounded Knee, South Dakota in 1973 and the desegregation conflict in the Boston public schools during the 1970s; and

WHEREAS, In recognition of his many distinguished achievements in journalism, James Frank Wilson was awarded Alumnus of the Year from Dakota Wesleyan University in 1999; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, James Frank Wilson gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, James Frank Wilson inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of James Frank Wilson serve as an example to all; and

WHEREAS, James Frank Wilson will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, James Frank Wilson imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this fourth day of October, 2006, do hereby commemorate James Frank Wilson for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of James Frank Wilson.

*CONGRATULATIONS EXTENDED TO MS. DOROTHY J. ENG ON
RETIREMENT FROM CHICAGO BOARD OF ETHICS.*

WHEREAS, Dorothy J. Eng officially retired as the executive director of the City of Chicago's Board of Ethics on September 30, 2006; and

WHEREAS, The Chicago City Council has been informed of this event by Alderman Edward M. Burke; and

WHEREAS, Dorothy J. Eng joined the Board in 1990 as its deputy director and was appointed to serve as executive director in 1991; and

WHEREAS, The authority given the Board includes advisory and investigative authority over governmental ethics, financial disclosure, campaign financing and lobbyist regulation; and

WHEREAS, As director, Dorothy J. Eng was responsible for supervising all agency matters; and

WHEREAS, During her esteemed tenure, Dorothy J. Eng expanded the Board's educational programs; and

WHEREAS, Dorothy J. Eng also played an influential role in the City Council's adoption of legislation that mandates that all aldermen and employees in City government annually complete ethics training conducted by the Board of Ethics; and

WHEREAS, Before joining the Board of Ethics, Dorothy J. Eng served as a civil litigation attorney with a law firm in Chicago; and

WHEREAS, A native of Salem, Massachusetts, Dorothy J. Eng received her Bachelor of Science degree in education from Salem State College and earned her Juris Doctor degree from John Marshall Law School in Chicago; and

WHEREAS, Dorothy J. Eng is an individual of great professionalism and integrity whose tireless public service on behalf of the City of Chicago is worthy of our great admiration and esteem; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this fourth day of October, 2006, do hereby express our profound appreciation to Dorothy J. Eng for her dedicated public service and do hereby express our best wishes for her continued success and achievement in all of her future endeavors; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Dorothy J. Eng.

CONGRATULATIONS EXTENDED TO UNITED STATES SUPREME
COURT JUSTICE ANTONIN SCALIA ON RECEIPT OF
GRATIAM DEI AWARD FROM AMERICAN
CATHOLIC PRESS.

WHEREAS, The American Catholic Press will sponsor an evening of tribute to United States Supreme Court Justice Antonin Scalia on Saturday, October 7, 2006, during which he will receive the Gratiam Dei Award; and

WHEREAS, The Chicago City Council has been informed of this event by Alderman Edward M. Burke; and

WHEREAS, The American Catholic Press is an Illinois-based not-for-profit organization dedicated to publishing materials associated with the Catholic liturgy; and

WHEREAS, The Gratiam Dei Award recognizes outstanding service to the common good and is being presented to Justice Antonin Scalia in honor of his intellectual leadership, clarity of thought and his informed faith; and

WHEREAS, A native of Trenton, New Jersey, Justice Antonin Scalia graduated from Georgetown University and Harvard Law School; and

WHEREAS, An individual of remarkable professional achievement and a true credit to the legal profession, The Honorable Antonin Scalia served in private practice in Cleveland, Ohio and in positions with the federal government prior to his appointment to the bench; and

WHEREAS, The Honorable Antonin Scalia was named a judge of the United States Court of Appeals for the District of Columbia Circuit in 1982; and

WHEREAS, President Ronald Reagan nominated The Honorable Antonin Scalia as an associate justice of the Supreme Court, and he took his seat September 26, 1986; and

WHEREAS, Throughout his esteemed tenure as a member of the United States Supreme Court, Justice Antonin Scalia has upheld the finest and most noble traditions of the legal profession; and

WHEREAS, Above all else, The Honorable Antonin Scalia is the loving husband of Maureen McCarthy and the dedicated father of nine children; and

WHEREAS, The hard work, sacrifice and dedication of The Honorable Antonin Scalia serve as an example to all; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this fourth day of October, 2006, do hereby congratulate Justice Antonin Scalia on receiving this prestigious honor and do hereby express our best wishes for his continued success and achievement; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Justice Antonin Scalia.

*COMMEMORATION OF NINETY-FIFTH ANNIVERSARY
OF REPUBLIC OF CHINA.*

WHEREAS, The birthday of the Republic of China, as marked by the October 10, 1911 Wuch'ang Uprising, is observed annually; and

WHEREAS, Each year, ceremonies are held around the globe to celebrate the anniversary of this historic event; and

WHEREAS, In the City of Chicago, the Taipei Economic and Cultural Office, a duly appointed representative of the government of Taiwan, will host a special ceremony commemorating the ninety-fifth National Day of the Republic of China; and

WHEREAS, A host of highly respected dignitaries from across our great city are expected to attend this event which will feature the singing of the national anthems of the Republic of China and the United States; and

WHEREAS, The government has remained a steadfast partner in democracy with the United States since it moved from the mainland and established itself on the island of Taiwan in 1949; and

WHEREAS, Taiwan has enjoyed ties of friendship, cooperation and commerce with the United States; and

WHEREAS, The strength of these bonds is evidenced by the fact that Taiwan has grown to become America's eighth-largest trading partner worldwide; and

WHEREAS, The Chicago metropolitan area calls itself home to an estimated thirty-thousand people who proudly proclaim ties to Taiwan; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this fourth day of October, 2006, do hereby officially recognize this historic anniversary and do hereby express our best wishes to all the good citizens of the City of Chicago who celebrate this day; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Thomas T. S. Cheng, Director General of the Taipei Economic and Cultural Office in Chicago.

Presented By

**ALDERMAN BURKE (14th Ward) And
ALDERMAN SUAREZ (31st Ward):**

TRIBUTE TO LATE MR. JOSEPH P. SCHAEFFER.

WHEREAS, Joseph P. Schaeffer has been called to eternal life by the wisdom of God at the age of eighty-four; and

WHEREAS, The Chicago City Council has been informed of his passing by Aldermen Edward M. Burke and Alderman Ray Saurez; and

WHEREAS, A longtime resident of the northwest side of Chicago, Joseph P. Schaeffer was the loving husband of Florence, nee Gorman; and

WHEREAS, Joseph P. Schaeffer was the much-adored father of JoAnne Sefcik, the Reverend Bradley S. J., Karen Gilliat, Lizbeth Willert and Scot to whom he imparted many of the fine and noble qualities that he possessed in abundance; and

WHEREAS, Born on August 17, 1922, Joseph P. Schaeffer was the son of German immigrant parents and was raised on Larrabee Street on the city's near north side; and

WHEREAS, Joseph P. Schaeffer attended Henry Lloyd Elementary School and Lane Tech High School; and

WHEREAS, Joseph P. Schaeffer worked at Western Electric located at 22nd Street and Cicero Avenue and advanced professionally from shop work to electrical engineer; and

WHEREAS, During World War II, Joseph P. Schaeffer served his country stateside in the United States Army Air Corps and was trained as a bombardier and navigator, achieving the rank of 2nd lieutenant; and

WHEREAS, For more than two decades, Joseph P. Schaeffer generously gave of his time to young people through his management of teams in the John C. Marcin Little and Babe Ruth Leagues; and

WHEREAS, Above all else, Joseph P. Schaeffer was a faithful husband and father who gave of himself fully to his family; and

WHEREAS, Joseph P. Schaeffer inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, Joseph P. Schaeffer will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, Joseph P. Schaeffer imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this fourth day of October, 2006, do hereby commemorate Joseph P. Schaeffer for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Joseph P. Schaeffer.

Presented By

ALDERMAN MURPHY (18th Ward):

**CONGRATULATIONS EXTENDED TO BOB AND SHIRLEY DORE
ON FIFTIETH WEDDING ANNIVERSARY.**

WHEREAS, On August 4, 2006, Bob and Shirley Dore celebrated their fiftieth wedding anniversary; and

WHEREAS, The Chicago City Council has been informed of this joyous occasion by 18th Ward Alderman Thomas W. Murphy; and

WHEREAS. Shirley met the love of her life, Bob Dore, in Chicago and they were married on August 4, 1956 at Visitation Church and later resided in Saint Thomas More Parish for twenty-one years where they raised their family; and

WHEREAS. Bob and Shirley's strong bond of love and commitment serve as a shining example to their four children: Denise (Tom) Collins, Mark (Peggy), Bob and Brian (Rose); and their ten grandchildren: Kevin, Mitchel, George, Frank. Mary Shirley, Kaitlyn, Jennifer, Maggie. Mark and Kelly; and

WHEREAS. Friends and family of Bob and Shirley Dore gathered at a party at the new Martinique Restaurant on Sunday, August 13, 2006; and

WHEREAS. This celebration is a testament of two wonderful people who have touched so many lives; and

WHEREAS. Bob and Shirley are wished many happy and healthy years together; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this fourth day of October, 2006, do hereby extend our heartiest congratulations and best wishes to Bob and Shirley Dore on this wonderful occasion; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for presentation to Bob and Shirley Dore.

Presented By

ALDERMAN TROUTMAN (20th Ward):

TRIBUTE TO LATE MRS. MARY MARIE HARRIS.

WHEREAS. In His infinite wisdom, Almighty God granted His good and faithful servant, Mary Marie Harris, eternal rest on September 23, 2006; and

WHEREAS. Mary Marie Harris started down life's pathway as the third of nine children born to Pandora Parr in Jackson, Mississippi. Soon after she moved to this city, she became a member of Mount Herman Missionary Baptist Church where, in 1956, she was united in holy matrimony to Ethel Harris, a twenty-three year bond broken only by his death in 1979. This union was blessed with eight sons and four daughters, two of whom preceded her in passing; and

WHEREAS, Mary Marie Harris worked for a decade at Johnson & Johnson until the company closed. She then returned to school and made a career of nursing until she retired; and

WHEREAS, In 1974, Mary Marie Harris became a member of Provident Missionary Baptist Church where she remained an active member until her passing. She was a member of the Usher Board, the Ella Lundford Circle, the Golden Agers and the Sunday School; and

WHEREAS, Mary Marie Harris left this life after a lengthy illness leaving behind to cherish her memory her children: Michelle, Irene, John, Jimmy, Robert, William, Walter, Felix, Ronald and Clarence; fifteen grandchildren (one of whom is Lanette Warbington who is a precinct captain and coordinator of the 20th Ward as well as the president of its Young Democrats); thirty great-grandchildren; two brothers; one sister; and a host of relatives as well as many, many good friends; and

WHEREAS, The Honorable Arenda Troutman, Alderman and Democratic Committeeman of the 20th Ward, has informed this august body of the passing of Mary Marie Harris; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council, gathered here this fourth day of October, 2006 A.D., do hereby express our collective sorrow at the passing of Mary Marie Harris and extend our sincerest sympathies to her many family members and friends; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Mary Marie Harris.

**CONGRATULATIONS EXTENDED TO REVEREND JULIUS LEE
RAWLS ON FIFTH ANNIVERSARY AS PASTOR OF
MOUNT HOPE MISSIONARY BAPTIST CHURCH.**

WHEREAS, On October 14, 2001, The Reverend Julius Lee Rawls was unanimously elected pastor of Mount Hope Missionary Baptist Church and is celebrating his fifth anniversary in that exalted, responsible position; and

WHEREAS, Reverend Julius Lee Rawls has brought to the table a life of wide experience and success. A native Chicagoan, he attended Hyde Park High School and went on to graduate from Chicago State University (in Political Science and Accounting) and Columbia College (graduate-level education) as well as from

Worsham College of Mortuary Science. He has been a successful accountant, trust accountant, shipping director, director of social work, funeral director and a teacher in the Chicago Public School System. Long a devout and loyal student with fervent spiritual beliefs, Julius Rawls became an ordained minister of God February 9, 1996; and

WHEREAS, Before coming to Mount Hope, Reverend Julius Lee Rawls was associated with Tabernacle Missionary Baptist Church, where he held many positions among the Youth Ministry before becoming assistant pastor and a day-to-day administrator. At Mount Hope, he furthered his experience as assistant pastor and was recommended as co-pastor and approved by the church body August of 2001. Upon the retirement of Mount Hope's pastor, he became the spiritual leader of a grateful and proud congregation; and

WHEREAS, Reverend Julius Lee Rawls' tenure as pastor of Mount Hope Missionary Baptist Church has seen many changes and has transited the church into the new millennium. Thanks to its great leader, Mount Hope stands as one of Chicagoland's outstanding religious institutions; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled here this fourth day of October, 2006 A.D., join in the tribute to Reverend Julius Lee Rawls, celebrating his fifth year as pastor of Mount Hope Missionary Baptist Church and we extend to this accomplished spiritual leader our best wishes for his continuing success and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Reverend Julius Lee Rawls.

Presented By

ALDERMAN ZALEWSKI (23rd Ward):

**RECOGNITION OF SOLDIERS OF 44TH UNITED STATES ARMY
INFANTRY DIVISION FOR HEROIC SERVICE
DURING WORLD WAR II.**

WHEREAS, Among the great heroes to whom we are thankful for the protection of our freedoms and the preservation of our democratic way life are those soldiers who over many years and during many wars have fought so valiantly to safeguard all those values we hold high; and

WHEREAS, Exemplary of the outstanding courage and determination which our troops have shown on battlefields all over the world are those brave soldiers of the United States Army's 44th Infantry Division who, in those critical last months and aftermath of World War II, joined other allied forces in France and Germany. A unit of this division comprised the first United States troops to reach the Rhine River; and

WHEREAS, Beginning November 13, 1944, the courageous troops of the 44th United States Army Infantry Division began an intensive two hundred three days of battle that, despite an awesome loss of life and limb, culminated in the crossing of the Rhine and the capture of the important German cities of Mannheim and Ulm, as well as reducing the ranks of the enemy; and

WHEREAS, Over the six decades since World War II, we have never forgotten the heroism exhibited by soldiers like those in the 44th Infantry Division. Some of them are Chicagoans and other Midwesterners and are thankfully still with us, and indeed continue to thrive as a group, convening regularly and often taking special trips together; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled here this fourth day of October, 2006, do hereby salute the courageous soldiers of the 44th Infantry Division of the United States Army, and express to them our gratitude and best wishes; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the soldiers of the United States Army 44th Infantry Division.

Presented By

ALDERMAN E. SMITH (28th Ward):

TRIBUTE TO LATE MRS. CATHERINE FAITH THOMAS-LOWE.

WHEREAS, God in His infinite wisdom and judgment has called to her eternal reward Catherine Faith Thomas-Lowe, beloved citizen and friend, September 14, 2006, at the age of forty-nine years; and

WHEREAS, This august body has been notified of her transition by The Honorable Ed H. Smith, Alderman of the 28th Ward; and

WHEREAS, Born in Chicago October 23, 1956, the former Catherine Burns attended Chicago Public Schools, graduating from Austin High School in 1973. Fulfilling a long-held desire to become a nurse, she graduated in 1978 from the Chicago Urban Skills Institute as a practical nurse, and furthering her career goals she attended Elmhurst College, Kankakee Community College, Blackhawk Community College, Lutheran General Hospital and Scott Community College, where she received her registered nursing diploma; and

WHEREAS, Catherine was formerly married to Willis Wayne Thomas and had three children, Maria, Dwayne and Ashley. In 1992, she married Sherman Lowe, and enjoyed a long and happy marriage; and

WHEREAS, Catherine Faith Thomas-Lowe enjoyed a long successful career in nursing, first at West Suburban Hospital, later at Mercy Hospital in Davenport, Iowa, and Saint Mary's Hospital in Kankakee, Illinois, and finally for over thirteen years at Advocate Bethany Hospital in Chicago, where she was a floor nurse and emergency room nurse; and

WHEREAS, Catherine Faith Thomas-Lowe was also a deeply religious person and attended Trinity Christian Bible Institute. She was a member of several churches, and at the time of her death was a vital member of Christ Bible Center Church of God in Christ, where she held many titles of responsibility, including church secretary and president of hospitality; she will be sorely missed; and

WHEREAS, Catherine Faith Thomas-Lowe leaves to celebrate her many accomplishments her loving husband, Sherman Lowe; her three children; four grandchildren; a stepmother, Betty Herd; and many other relatives and friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled here this fourth day of October, 2006 A.D., do hereby express our sorrow on the passing of Catherine Faith Thomas-Lowe, and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Catherine Faith Thomas-Lowe.

TRIBUTE TO LATE MR. REAGAN VINCENT WALKER.

WHEREAS, In His infinite wisdom, God has granted Reagan Vincent Walker eternal rest on September 5, 2006; and

WHEREAS, Reagan Vincent Walker started his life's journey on January 31, 1947 as the third of six children born to the union of the late Herschel and Virginia Forsythe Walker. His parents and two siblings preceded him in passing; and

WHEREAS, When Reagan Vincent Walker was in his mid-teens, he developed a special relationship with Earline Frazier whose parents, Earl and the late Willa Mae Frazier, regarded him as a son. Although he traveled extensively throughout the United States, lived in states such as Mississippi and Tennessee and cities such as Detroit and Milwaukee, Reagan Vincent Walker would always keep in touch with the Frazier family; and

WHEREAS, Reagan Vincent Walker attended Crane High School on this city's west side where he had met and became close to Pamela Thierry. In later life, they reconnected and married on June 8, 2000. They were able to spend just four years together until her passing; and

WHEREAS, Reagan Vincent Walker leaves two families behind to mourn his loss and cherish his memory. He will be fondly remembered by his two brothers and one sister as well as Earline, Patricia and Earl Frazier; his step-daughter, Tamara; four grandchildren; and a host of cousins, nieces and nephews; and

WHEREAS, The Honorable Ed H. Smith, Alderman of the 28th Ward, has informed this august body of the passing of Reagan Vincent Walker; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council, gathered here this fourth day of October, 2006 A.D., do hereby express our collective sorrow at the passing of Reagan Vincent Walker and extend our condolences to his combined families and his friends; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Reagan Vincent Walker.

TRIBUTE TO LATE MR. CLIFFORD EDWARD YATES, SR.

WHEREAS, On June 16, 2006, Almighty God in His infinite wisdom, granted Clifford Edward Yates, Sr., an upstanding citizen and devoted father, eternal rest after achieving many accomplishments throughout his courageous lifetime; and

WHEREAS, Clifford Yates was born September 6, 1928 in Fairfield, Alabama to the late Charlie Mayfield Yates and Leona Stanton. He attended school in Jefferson

County, Alabama until he moved to Sumter County in that state where he attended North Sumter High School; and

WHEREAS, Clifford Yates joined the United States Army where he served one tour of duty in Korea and three tours of duty in Vietnam. In 1962, by the direction of the President of the United States (Executive Order 11046) he was awarded the Bronze Star. Clifford Yates was recognized for meritorious service in connection with military operations against a hostile force while serving in Vietnam from October, 1970 through August, 1971; and

WHEREAS, Clifford Yates received a commendation in recognition of his outstanding performance of duties as instructor in the Automatic Transmission Section, Power Train Branch Division, Mobility Training Department and a Letter of Appreciation for his outstanding performance as a motor sergeant. His unit attained a superior rating on the sixth Army CMMI on December 13, 1965. The Noncommissioned Officer Logistics Program for the Department of the Army accepted Sergeant Yates in August of 1969; and

WHEREAS, Clifford Yates was honorably discharged from the United States Army in 1971. He had served for more than twenty-six years retiring as sergeant first-class. In civilian life, he earned a diploma in small engine and service repair from the Foley-Belsaw Institute in Missouri and worked as an automotive mechanic and instructor for many years; and

WHEREAS, Clifford Yates volunteered as a silver haired legislator for the State of Alabama, identifying many vital concerns of the aging population and providing resolutions for consideration by the governor of Alabama and that state's legislators. He received certificates of appreciation from various organizations for his unselfish involvement in community activities including the Sumter County Development of Human Resources, the Shady Groove Baptist Church, the Sumter County Retired Teachers Associations, and Senior Coalition. Additionally, Clifford Yates was a co-founder and a board member of the Children of the Village Network and a member of the Panola Care Council in his native Alabama; and

WHEREAS, Clifford Yates leaves to cherish his fond memories six children, Delores Withers, Clifford Jr., Juanita Powell, Diana Orlando, Temple Yates and Denise; three aunts, Temple L. Little, Annie F. Chapman and Josephine Deal; nine grandchildren; and nine great-grandchildren; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council, gathered here this fourth day of October, 2006 A.D., do hereby extend our condolences to the family of Clifford Edward Yates, Sr. and express our sincerest sorrow at the passing of a man who had served his country so proudly for more than a quarter century; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Clifford Edward Yates, Sr.

Presented By

ALDERMAN MELL (33rd Ward):

CONGRATULATIONS EXTENDED TO TABOR EVANGELICAL
LUTHERAN CHURCH AND SCHOOL ON ONE HUNDREDTH
ANNIVERSARY AND DECLARATION OF NOVEMBER 5,
2006 AS "TABOR EVANGELICAL LUTHERAN
CHURCH CENTENNIAL DAY" IN CHICAGO.

WHEREAS, Tabor Evangelical Lutheran Church and School will be celebrating the one hundredth anniversary of its founding at a special service on Sunday, November 5, 2006; and

WHEREAS, The German Lutherans have been a part of this city's history since it was incorporated as a town. Chicago's first German Lutheran congregation was founded in 1846. By 1900, Chicago's population was one million six hundred ninety-eight thousand five hundred seventy-five and there were thirty-eight German Lutheran congregations in the city; and

WHEREAS, On November 26, 1906, the Tabor Evangelical Lutheran Church and School were organized. Reverend Ferdinand Doederlein was called to be its first pastor and Otto Ziemann was its first day school teacher. A year later Pastor Doederlein suffered a stroke and Reverend Albert D. Wangerin was installed on February 23, 1908. He served for thirty-two years until his passing on May 17, 1940. Reverend Carl R. Matthies became the third pastor; and

WHEREAS, During the century of its existence, Tabor Evangelical Lutheran Church has only had nine men serving as pastor. Reverend Martin L. Schlossman, the current pastor, was installed on May 1, 1994. The day school has been served by eighty-three teachers throughout its history; and

WHEREAS, Thousands of lives in the Albany Park neighborhood have been touched by the ministries of Tabor Evangelical Lutheran Church and School. In addition to the traditional worship services and Bible study programs, the church provides programs relevant to the neighborhood today such as Tabor Discovery

Time for children ages three and older, Tabor Happy Seniors, and English as a Second Language for the growing immigrant community; and

WHEREAS, The Honorable Richard F. Mell, Alderman of the 33rd Ward, has apprised this august body of this significant milestone and auspicious occasion for the Tabor Evangelical Lutheran Church's pastor and congregation and will further introduce an ordinance to install an honorary street sign naming the portion of West Sunnyside Avenue in front of the Church as "Tabor Way"; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council, gathered here this fourth day of October, 2006 A.D., do hereby declare Sunday, November 5, 2006 to be "Tabor Evangelical Lutheran Church Centennial Day" throughout Chicago and extend our heartiest congratulations to Pastor Schlossman and members of his flock on the occasion of their one hundredth jubilee; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Reverend Martin L. Schlossman.

Presented By

ALDERMAN ALLEN (38th Ward):

TRIBUTE TO LATE MR. FRED A. COVGANKA.

WHEREAS, Fred A. Covganka has been called to eternal life by the wisdom of God; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Thomas R. Allen; and

WHEREAS, The beloved husband of fifty-eight years to Francene; loving father of Paul and Melanie (Craig) Sorgi; cherished grandfather of Colin and Cameron Sorgi; and host of nieces and nephews, Fred A. Covganka leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we the Mayor and members of the Chicago City Council, gathered here this fourth day of October, 2006, do hereby express our sorrow on the death of Fred A. Covganka and extend to his family and friends our sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Fred A. Covganka.

TRIBUTE TO LATE MR. SEFERINO HERNANDEZ.

WHEREAS, Seferino Hernandez has been called to eternal life by the wisdom of God; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Thomas R. Allen; and

WHEREAS, The beloved husband of Clara; loving father to Stella (Marty) Conner, Minnie (Teresa) Stinaldi, Samuel (Linda) Hernandez, Eleanor (Boyd) Bracken, Carmen (Noreen) Hernandez and Paul Hernandez; proud grandfather of fifteen; and great-grandfather of ten, Seferino Hernandez leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this fourth day of October, 2006, do hereby express our sorrow on the death of Seferino Hernandez and extend to his family and friends our sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Seferino Hernandez.

TRIBUTE TO LATE MR. RONALD L. SIECZKOWSKI.

WHEREAS, Ronald L. Sieczkowski has been called to eternal life by the wisdom of God; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Thomas R. Allen; and

WHEREAS, The beloved husband of Joan; loving father of Michael (Mary), Ronald (Kimberly) and the late William (Denise); devoted grandfather of nine; great-grandfather of three; dear brother of Sandra (Jeffery) Merritt, the late Edwin (the late Virginia) Sieczkowski; and fond son of the late Teofil and Bernice Sieczkowski, Ronald L. Sieczkowski leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we the Mayor and members of the Chicago City Council, gathered here this fourth day of October, 2006, do hereby express our sorrow on the death of Ronald L. Sieczkowski and extend to his family and friends our sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Ronald L. Sieczkowski.

TRIBUTE TO LATE MR. ANTONINO SORELLINO.

WHEREAS, Antonino Sorellino has been called to eternal life by the wisdom of God; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Thomas R. Allen; and

WHEREAS, The beloved husband of Carmela for thirty years; loving father of Cristina S. (Martin) Joyce and Cynthia M. Sorellino; dear brother of Domenico (Maria) Sorellino, Caterina (Giuseppe) Butitta, Ignazio (Michaela) Sorellino; and fond uncle of many, Antonino Sorellino leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this fourth day of October, 2006, do hereby express our sorrow on the death of Antonino Sorellino and extend to his family and friends our sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Antonino Sorellino.

TRIBUTE TO LATE MRS. FLORENCE WIRTH.

WHEREAS, Florence Wirth has been called to eternal life by the wisdom of God; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Thomas R. Allen; and

WHEREAS, The beloved wife of the late Paul; loving sister of Lottie (the late Joseph) Kalucki and the late Victoria Dudek, Phil, Stanley and Walter Slowik; dear aunt of Nancy Stevens and of many, Florence Wirth leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this fourth day of October, 2006, do hereby express our sorrow on the death of Florence Wirth and extend to her family and friends our sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Florence Wirth.

TRIBUTE TO LATE MRS. JANE P. WREN.

WHEREAS, Jane P. Wren has been called to eternal life by the wisdom of God; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Thomas R. Allen; and

WHEREAS, The beloved wife of the late Robert, Sr.; dear mother of Robert, Jr. (Linda) and Marc A. (Lynette); devoted grandmother of Kelly (Joel), Peter (Danielle), Danaka (Kenneth), Allison (Virgil) and Meredith (Bren); proud great-grandmother of nine; and fond sister of the late Fred Eggers, Jane P. Wren leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this fourth day of October, 2006, do hereby express our sorrow on the death of Jane P. Wren and extend to her family and friends our sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Jane P. Wren.

CONGRATULATIONS EXTENDED TO MR. KYLE L. MURPHY
ON ACHIEVING RANK OF EAGLE SCOUT.

WHEREAS, Kyle L. Murphy, outstanding young citizen of Chicago's great northwest side community, has been awarded scouting's highest honor, the rank of Eagle Scout; and

WHEREAS, The Chicago City Council has been informed of this great achievement by Thomas R. Allen, Alderman of the 38th Ward; and

WHEREAS, A member of Saint Bartholomew Boy Scout, Troop 935, Kyle L. Murphy has applied his energies and his talents to upholding the great standards and traditions of scouting; and

WHEREAS, Kyle L. Murphy represents the finest standards of the youth of this great City of Chicago, in whom its leaders place so much hope and trust; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this fourth day of October, 2006 A.D., do hereby offer our heartiest congratulations to Kyle L. Murphy on having achieved the exalted rank of Eagle Scout and extend to this fine young citizen our best wishes for a bright, happy and prosperous future; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for presentation to Kyle L. Murphy.

CONGRATULATIONS EXTENDED TO MR. KYLE J. WIESBACH
ON ACHIEVING RANK OF EAGLE SCOUT.

WHEREAS, Kyle J. Wiesbach, outstanding young citizen of Chicago's great northwest side community, has been awarded scouting's highest honor, the rank of Eagle Scout; and

WHEREAS, The Chicago City Council has been informed of this great achievement by Thomas R. Allen, Alderman of the 38th Ward; and

WHEREAS, A member of Saint Bartholomew Boy Scout, Troop 935, Kyle J. Wiesbach has applied his energies and his talents to upholding the great standards and traditions of scouting; and

WHEREAS, Kyle J. Wiesbach represents the finest standards of the youth of this great City of Chicago, in whom its leaders place so much hope and trust; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this fourth day of October, 2006, A.D., do hereby offer our heartiest congratulations to Kyle J. Wiesbach on having achieved the exalted rank of Eagle Scout, and extend to this fine young citizen our best wishes for a bright, happy and prosperous future; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for presentation to Kyle J. Wiesbach.

Presented By

ALDERMAN LAURINO (39th Ward):

TRIBUTE TO LATE MR. VITO F. NARDI.

WHEREAS, God in His infinite wisdom has called Vito F. Nardi to his eternal reward; and

WHEREAS, The City Council has been informed of his passing by Alderman Margaret Laurino; and

WHEREAS, Vito F. Nardi, beloved husband of sixty years to Mary, was an active and vital member of his community. The loving father of Teresa (Chuck) Schwier and Frank (Amy) Nardi; fond grandfather of William and Michael Andreozzi and Mariel and Christopher Nardi; dearest great-grandfather of Alyssa, Nicholas, Jenna, Angelina, Gianna and A. J.; beloved uncle of many nieces and nephews; and devoted friend to all, Vito F. Nardi leaves a legacy of faith, compassion, dignity and love; and

WHEREAS, Vito F. Nardi will be deeply missed, but the memory of his character, intelligence and compassion will live on in those who knew and loved him; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this fourth day of October, 2006 A.D., do hereby express our sorrow on the death of Vito F. Nardi and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Vito F. Nardi.

TRIBUTE TO LATE MR. ALBERT JOSEPH PRENDERGAST, JR.

WHEREAS, God in His infinite wisdom has called Albert Joseph Prendergast, Jr. to his eternal reward; and

WHEREAS, The City Council has been informed of his passing by Alderman Margaret Laurino; and

WHEREAS, Albert Joseph Prendergast, Jr. (retired C.F.D.), was an active and vital member of his community. The beloved son of the late Albert J., Sr. and Eileen, nee Power; loving father of Albert J. III; loving partner in life of Susan Albrecht; dearest brother of Robert (Catherine), William (Pat), JoAnne Barrett, the late Thomas (Maureen), the late Patrick and the late Michael; and dear uncle of many nieces and nephews, Albert Joseph Prendergast, Jr. leaves a legacy of faith, compassion, dignity and love; and

WHEREAS, Albert Joseph Prendergast, Jr. will be deeply missed, but the memory of his character, intelligence and compassion will live on in those who knew and loved him; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this fourth day of October, 2006 A.D., do hereby express our sorrow on the death of Albert Joseph Prendergast, Jr. and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Albert Joseph Prendergast, Jr.

Presented By

ALDERMAN O'CONNOR (40th Ward):

**CONGRATULATIONS EXTENDED TO MRS. LEONA DAVIS ON
FIFTIETH ANNIVERSARY OF DAVIS IMPERIAL CLEANERS.**

WHEREAS, Leona and Bernie Davis, a young couple with two small children and one very large dream, decided to become entrepreneurs; and

WHEREAS, Their dream was to build what they hoped would be considered the finest neighborhood drycleaning establishment in Chicago; and

WHEREAS, With the support of -- and a Five Hundred Dollar loan from -- Leona's father, on opening day in 1956 Leona became the company's production manager, inspector, spotting technician, dressmaker and client service representative while the other half of the team, Bernie, assumed the role of sales representative, bookkeeper, accountant, marketing manager and custodian; and

WHEREAS, This was the beginning of Davis Imperial Cleaners, for fifty years servicing customers throughout the north side and suburbs and currently recognized by their profession as one of the top drycleaners in the world; and

WHEREAS, Leona and Bernie retired in 1982 and daughter, Lynda, son-in-law, Rick and grandson, Jordan, now carry on the family tradition of excellence in client service; and

WHEREAS, Bernie Davis passed away on April 14, 2001 and although he is deeply missed, his dream continues as his children and grandson run the business and Leona, now eighty years young, can be found cheerfully greeting clients in the store at 3325 West Bryn Mawr Avenue; now, therefore,

Be It Resolved, That we, the mayor and the members of the Chicago City Council, meeting this fourth day of October, 2006, recognize and congratulate Leona Davis, as she is joined by her daughter and son-in-law, Lynda and Rick Wood, and grandson Jordan Wood, on fifty years of successful entrepreneurship and dedicated service to the greater community.

Presented By

ALDERMAN NATARUS (42nd Ward):

**RECOGNITION OF MR. MATT LAMB ON SUCCESSFUL ART
CAREER AND CONGRATULATIONS EXTENDED
ON SEVENTY-FIFTH BIRTHDAY.**

WHEREAS, Matt Lamb was born in Chicago, Illinois in 1932; and

WHEREAS, Matt Lamb opened his first Chicago art studio in 1986; and

WHEREAS, Matt Lamb has art studios in Florida, at a farm in Wisconsin, in Tunsdorf, Deutschland and in Paris, France; and

WHEREAS, Matt Lamb won the Bronze Medal at Deauville Exhibition from the National Federation of French Culture in 1992; and

WHEREAS, Matt Lamb became the president of the Midwest Patrons of the Arts in 1994; and

WHEREAS, In 1994, Matt Lamb was the director of the Vatican Museum Foundation in New York; and

WHEREAS, Matt Lamb received a Doctor of Humane Letters from the University of Saint Thomas in Minneapolis, Minnesota in 1996; and

WHEREAS, In 2001, the Matt Lamb Museum opened in Tunsdorf, Deutschland; 2002 produced the opening of the Matt Lamb Museum in Gualeguay, Argentina; and the Matt Lamb Center opened in Kunming, China; and

WHEREAS, Matt Lamb created his tallest artwork: Peace Chapel "Regina pacis -- Mary Queen of Peace" at the Church Saint Martin in Germany in 2003; and

WHEREAS, Matt Lamb started the South-American Umbrella Project in 2004; and

WHEREAS, In 2004, Matt Lamb established the Foundation of the "Lamb Itinerary for Peace" in Spain, France and Germany; and

WHEREAS, Matt Lamb is married to Rose and has four children: Matt Jr., Rose Marie, Colleen and Sheila; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled in meeting this fourth day of October, 2006, do hereby congratulate Matt Lamb on a successful art career and recognize his many accomplishments; we would also like to take this time to wish Matt Lamb a very happy seventy-fifth birthday with many more to come; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Matt Lamb.

*CONGRATULATIONS EXTENDED TO MS. ALENE VALKANAS
ON RETIREMENT FROM ILLINOIS ARTS ALLIANCE.*

WHEREAS, Alene Valkanas guided the Illinois Arts Alliance to become the premier multi-disciplinary arts advocacy and service organization in Illinois; and

WHEREAS, Alene Valkanas is a well-respected and revered figure in the artisan world, and has pioneered a number of arts advocacy initiatives; and

WHEREAS, Alene Valkanas is an alumnus of the University of Chicago with a Masters of Arts for Teachers; and

WHEREAS, Alene Valkanas has experience in fields such as public relations, program development and cultural affairs; and

WHEREAS, Alene Valkanas was an educator in the field of English and Art at the secondary school level; and

WHEREAS, Alene Valkanas has been the executive director of the Illinois Arts Alliance for twenty years; and

WHEREAS, Due to Alene Valkanas' vision, insight and forward-thinking abilities, the Illinois Arts Alliance is a model of innovation and success for arts advocacy organizations across the country; and

WHEREAS, Under Alene Valkanas' direction, the Illinois Arts Alliance started The Advocacy Project (T.A.P.), a program that has empowered a great number of arts advocates situated throughout Illinois with skills needed to work with their local

legislators and community leaders; the T.A.P. training brochure, Democracy in Action, has been recognized nationally as one of the most effective tools of its kind; and

WHEREAS, Alene Valkanas' foresight drove her to develop the Arts Leadership for the twenty-first century program to counter potential problems that may arise from arts organizations not having leadership succession plans in place; and

WHEREAS, The Illinois Arts Alliance began "Illinois Creates", which is a statewide initiative to ensure that all children receive a quality, comprehensive arts education, under the leadership of Alene Valkanas; and

WHEREAS, Alene Valkanas has been honored by Americans for the Arts with the introduction of the Alene Valkanas State Arts Action Network Award; the first recipients of this award will be presented at the June 2007 Americans for the Arts annual conference; and

WHEREAS, Alene Valkanas is a past officer of the Donors Forum of Chicago; and

WHEREAS, Alene Valkanas is a founding Board Member of the Washington-based charity, Center for Lobbying in the Public Interest; and

WHEREAS, Alene Valkanas is a past chairperson and a current member of the State Arts Action Network and Council; a national campaign to promote reauthorization of the National Endowment for the Arts, produced under Valkanas' direction received the 1990 Award of Excellence in Government Relations from the American Society of Association Executives; and

WHEREAS, In recognition of her contributions to Chicago's cultural life, Alene Valkanas received the Double Emmy Arts Award from Mostly Music; and

WHEREAS, In Spring 2007, Alene Valkanas will retire from her position as executive director of the Illinois Arts Alliance; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled in meeting this fourth day of October, 2006, do hereby congratulate Alene Valkanas on her successful career and wish her well in her retirement; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Alene Valkanas.

*CONGRATULATIONS EXTENDED TO LASALLE BANK ON HOSTING
CHICAGO MARATHON AND RECOGNITION OF MR. TOSHIHIKO
SEKO ON TWENTIETH ANNIVERSARY OF WINNING
1986 LASALLE BANK CHICAGO MARATHON.*

WHEREAS, In 1976, a small group of running enthusiasts at the Metropolitan Y.M.C.A. on LaSalle Street met to discuss and plan a marathon in Chicago; and

WHEREAS, The support of Mayor Michael Bilandic and the leadership of Lee Flaherty assisted in bringing the vision of the Chicago Marathon into fruition; and

WHEREAS, The first Chicago Marathon was held on September 25, 1977 with the participation of over four thousand two hundred runners, making it the largest marathon in the world at that time; and

WHEREAS, In 1983, the Chicago Marathon boasted a registration of six thousand seven hundred fifty-six runners with Beatrice Foods as the title sponsor, and a One Hundred Thirty-five Thousand Dollars prize purse; and

WHEREAS, In 1984, the Chicago Marathon's record-setting history began to take shape as Steve Jones (G.B.R.) powered across the finish line in 2:08:05, setting new world and national records; and

WHEREAS, In 1990, Race Director Carey Pinkowski took the helm, revamping the vision and operations of the Chicago Marathon increasing local runner and volunteer involvement by partnering with the Chicago Area Runners Association; and

WHEREAS, In 1994, LaSalle Bank began sponsorship of the Chicago Marathon, which is now dubbed the LaSalle Bank Chicago Marathon, offering the largest prize purse of Two Hundred Thousand Dollars since 1990 and ten thousand registrants for the second time in history; and

WHEREAS, The LaSalle Bank Chicago Marathon's continue today, with Six Hundred Fifty Thousand Dollars in prize money and hosting forty thousand local, international and world-class runners; and

WHEREAS, Toshihiko Seko was born on July 15, 1956; and

WHEREAS, Toshihiko Seko is a Japanese long-distance runner and world-class marathon competitor during the 1980s; and

WHEREAS, Amongst Toshihiko Seko's notable marathon wins include Fukuoka Marathon, Boston Marathon, London Marathon and the Chicago Marathon; and

WHEREAS, On March 22, 1981, Toshihiko Seko set world records at 25,000 m (1:13:55.8) and 30,000 m (1:29:18.8), both of which still stand today; and

WHEREAS, Toshihiko Seko is a coach at the S&B Foods Track Team, and a member of the Tokyo 2016 Olympic Advisory Panel; and

WHEREAS, Toshihiko Seko is quoted saying, "the marathon is my only girlfriend. I give her everything I have"; and

WHEREAS, Toshihiko Seko will be honored at a twentieth anniversary celebration of his 1986 LaSalle Bank Chicago Marathon 1986 win (2:08:27); and

WHEREAS, The LaSalle Bank Chicago Marathon celebration will be held on Thursday, October 19, 2006 at Flair House, Chicago (founding site of Chicago Marathon 1977); now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled in meeting this fourth day of October, 2006, do hereby congratulate both the LaSalle Bank Chicago Marathon hosts and sponsors, as well as Toshihiko Seko on being honoree at the twentieth anniversary celebration of his 1986 LaSalle Bank Chicago Marathon win; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Toshihiko Seko.

WELCOME EXTENDED TO ATLANTIC MAGAZINE ON CONVENING
"SALON DINNER" IN CHICAGO AND CONGRATULATIONS
EXTENDED ON ONE HUNDRED FIFTIETH ANNIVERSARY.

WHEREAS, *The Atlantic*, the oldest continuously published magazine in America, was founded in 1857 by Emerson, Longfellow, Lowell and Holmes – the Nation's most influential thinkers; and

WHEREAS, *The Atlantic's* mission is "to introduce and, in some cases, to deepen, America's understanding of the topics and issues that matter most in our society, in a manner that is uniquely entertaining and free from the ideology or partisanship that characterizes much of today's media"; and

WHEREAS, *The Atlantic's* subject matters cover global affairs, business, politics, media, the arts, science and culture; and

WHEREAS, *The Atlantic* sets the tone for what discussions and debates will be held amongst America's leadership class; and

WHEREAS, *The Atlantic* three core attributes: driving the National dialogue, delivering a product that is as entertaining as it is intelligent, and being recognized as the home for a number of top-of-their-career writers such as P.J. O' Rourke, Jim Fallows, Bernard Henri-Levy and Mark Bowden; and

WHEREAS, *The Atlantic* is widely recognized as one of the premier information sources, often referenced in publications such as *The New York Times*, *The Boston Globe*, *The Washington Post*, C.N.N., M.S.N.B.C. and N.P.R.; and

WHEREAS, *The Atlantic* has been included on *Ad Week's* last three "Hot Lists"; and

WHEREAS, *The Atlantic* has enjoyed several National Magazine Awards and nominations; and

WHEREAS, *The Atlantic* induces an expectancy from readers that is not reached via regular newspapers, Atlantic readers can be compared to pupils in a class who are expecting to be educated about a subject matter while being enlightened on others; and

WHEREAS, *The Atlantic's* newsstand sales have doubled over the last two years, going from selling thirty thousand copies per month to averaging an excess of sixty thousand per month; and

WHEREAS, *The Atlantic's* circulation is just over four hundred thousand, with a total audience of roughly 1.53 million; and

WHEREAS, *The Atlantic* will celebrate one hundred fifty years of publishing, traveling the country from September, 2006 to November, 2006 convening "salon dinners" in each city visited; and

WHEREAS, *The Atlantic* will arrive in Chicago on Thursday, October 12, 2006, gathering at the Midway Club of the University of Chicago Gleacher Center, 450 North Cityfront Plaza Drive, Chicago, Illinois; and

WHEREAS, *The Atlantic* Chicago salon dinner discussion will be in partnership with Allstate, led by James Bennet, editor of *The Atlantic*; the topic will be "The Future of the American City"; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled in meeting this fourth day of October, 2006, do hereby welcome *The Atlantic* to the City of Chicago, congratulate *The Atlantic* on one

hundred fifty years of meaningful discussion and dialogue and thank *The Atlantic* for indulging readers in topic matters that are useful and engaging in today's society; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to *The Atlantic*.

GRATITUDE EXTENDED TO YOUNG WOMEN'S CHRISTIAN
ASSOCIATION OF METROPOLITAN CHICAGO FOR EFFORTS
ON BEHALF OF RACIAL JUSTICE AND WOMEN'S
ISSUES AND CONGRATULATIONS EXTENDED
TO HONOREES AT THIRTY-FOURTH
ANNUAL LEADER LUNCHEON.

WHEREAS, The Young Women's Christian Association (Y.W.C.A.) was established in London, England by Emma Robarts and Mrs. Arthur Kinnard in 1855; and

WHEREAS, The Young Women's Christian Association (Y.W.C.A.) was introduced into the United States in 1858; and

WHEREAS, During the 1890s, the Young Women's Christian Association (Y.W.C.A.) opened the first African American Y.W.C.A. in Dayton, Ohio and the first Y.W.C.A. for Native American women in Oklahoma; and

WHEREAS, The World Young Women's Christian Association (Y.W.C.A.) was formed in 1894 when the United States, Sweden, England and Norway joined forces; and

WHEREAS, The Young Women's Christian Association (Y.W.C.A.) mission is, "The Y.W.C.A. U.S.A. is a women's membership movement nourished by its roots in the Christian faith and sustained by the richness of many beliefs and values. Strengthened by diversity, the Y.W.C.A. draws together members who strive to create opportunities for women's growth, leadership, and power in order to attain a common vision: peace, justice, freedom and dignity for all people. The Y.W.C.A. will thrust its collective power toward the elimination of racism, wherever it exists, and by any means necessary"; and

WHEREAS, The ultimate goal and motto of the Young Women's Christian Association (Y.W.C.A.) is "eliminating racism, empowering women -- it's what we are about and what we intend to do"; and

WHEREAS, The Young Women's Christian Association (Y.W.C.A.) has a long history of fighting against injustices and discrimination, as well, embracing women and children of all cultures and backgrounds; and

WHEREAS, Throughout the 1930s, the Young Women's Christian Association (Y.W.C.A.) encouraged members to speak out against lynching and mob violence, for interracial cooperation rather than segregation and for efforts to protect African American's basic civil rights; and

WHEREAS, The Young Women's Christian Association (Y.W.C.A.) assisted Japanese women and girls who were incarcerated in World War II relocation centers; and

WHEREAS, The Young Women's Christian Association (Y.W.C.A.) set a precedence for the rest of the world to follow with the adoption of the Y.W.C.A. Interracial Charter in 1946, eight years prior to the United States Supreme Court decision to end segregation; in 1960, the Atlanta Y.W.C.A. cafeteria became the first desegregated public dining facility; and

WHEREAS, Under the direction of Dr. Dorothy Height, the Young Women's Christian Association (Y.W.C.A.'s) National Board created the Office of Racial Justice in 1965; and

WHEREAS, The Young Women's Christian Association (Y.W.C.A.) began its support of women who have been inflicted with breast cancer in 1975 with the creation of the E.N.C.O.R.E. Program; and

WHEREAS, In response to the 1992 Rodney King beating, the Young Women's Christian Association (Y.W.C.A.'s) National Commitment to Eliminate Racism began and is now an annual event held on April 30th of each year; and

WHEREAS, In 1995, the Young Women's Christian Association (Y.W.C.A.'s) "Week Without Violence" became a nationwide effort to combat violence by uniting people against violent acts; the annual observance is held in the third week of October; and

WHEREAS, Racial Justice and Women's Economic Advancement are hallmark programs of the Young Women's Christian Association (Y.W.C.A.); and

WHEREAS, The Young Women's Christian Association (Y.W.C.A.) exists in one hundred twenty-two countries serving twenty-five million women and their families, and there are approximately three hundred associations nationwide at over one thousand three hundred sites, servicing almost two million members and participation in the United States; and

WHEREAS, The Young Women's Christian Association (Y.W.C.A.) of Metropolitan Chicago will be hosting its annual Leader Luncheon on October 19, 2006 at the Hyatt Regency; and

WHEREAS, The Young Women's Christian Association (Y.W.C.A.) of Metropolitan Chicago's Leader Luncheon 2006 will honor women who have greatly impacted the community, excelled in their careers and have become leaders on issues impacting women's lives; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled in meeting this fourth day of October, 2006, do hereby extend our heartfelt gratitude and utmost thanks to the Young Women's Christian Association (Y.W.C.A.) for one hundred fifty years of fighting racial injustice and for taking on the plight to empower women; we also congratulate the honorees of the Young Women's Christian Association of Metropolitan Chicago's thirty-fourth Annual Leader Luncheon and thank them for being upstanding citizens and community leaders; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Young Women's Christian Association of Metropolitan Chicago.

CONGRATULATIONS EXTENDED TO GREEK ORTHODOX METROPLIS
OF CHICAGO LADIES PHILOPTOCHOS SOCIETY
ON SEVENTY-FIFTH ANNIVERSARY.

WHEREAS, Through the encouragement of Jane Addams, the first Philoptochos Ladies Society was founded in Chicago, Illinois at Hull House; and

WHEREAS, The purpose of the Philoptochos Ladies Society was to offer assistance to members who were in need of help including visits to the sick and needy; aiding the less fortunate local parishes; and establishing Sunday school and evening school programs; and

WHEREAS, The Philoptochos Society is the official philanthropic women's organization of the Greek Orthodox Archdiocese in America; and

WHEREAS, The Greek Orthodox Metropolis of Chicago Ladies Philoptochos Society was founded in 1931; and

WHEREAS, The Greek Orthodox Metropolis of Chicago Ladies Philoptochos Society gained national recognition as the official philanthropic auxiliary of the Greek Orthodox Church in North and South America was a result of the efforts put forth by Archbishop Athenagoras of the Archdiocese Fourth General Assembly; and

WHEREAS, The Greek Orthodox Metropolis of Chicago Ladies Philoptochos Society's name is derived from the Greek word meaning "friend of the poor"; and

WHEREAS, During World War II, the Greek Orthodox Metropolis of Chicago Ladies Philoptochos Society made an impact by collecting clothing and food for shipment to Greece and also by providing financial assistance to the Greek Ward Relief Fund; and

WHEREAS, The Greek Orthodox Metropolis of Chicago Ladies Philoptochos Society has truly exemplified charity, benevolence and goodwill through a variety of specialty programs; and

WHEREAS, The Greek Orthodox Metropolis of Chicago Ladies Philoptochos Society's "Feed the Hungry Program" provides meals throughout the year to as many as one hundred sixty-five people at each sitting at the Annunciation Cathedral in Chicago, Illinois; and

WHEREAS, In 1985, the Greek Orthodox Metropolis of Chicago Ladies Philoptochos Society created the "Metropolis Philanthropy Fund" which has helped hundreds of Greek Orthodox families through difficult circumstances such as devastating fires, accidents, illnesses, job loss and abuse; and

WHEREAS, The Greek Orthodox Metropolis of Chicago Ladies Philoptochos Society's "Hellenic Heart Program", in partnership with Children's Memorial Hospital, sponsors Greek children in need of complex heart surgery; and

WHEREAS, The Greek Orthodox Metropolis of Chicago Ladies Philoptochos Society's "Quilt-a-Thon Program" was developed by members who donated quilts to provide comfort for babies and young children who were afflicted with HIV and AIDS in Chicago area hospitals and abroad; and

WHEREAS, In 2004, the Greek Orthodox Metropolis of Chicago Ladies Philoptochos Society organized the "Philoxenia House" to offer temporary housing to families of patients undergoing treatment at Mayo Clinic; and

WHEREAS, The Greek Orthodox Metropolis of Chicago Ladies Philoptochos Society's latest project, "the Fairy Godmother (Nouna) Foundation", has been instituted to grant wishes to adults who have been diagnosed with terminal illness with less than a year to live; and

WHEREAS, The Greek Orthodox Metropolis of Chicago Ladies Philoptochos Society responded to the natural disaster known as Hurricane Katrina, garnering more than One Hundred Forty-two Thousand Dollars for the Hurricane Katrina Relief Fund; and

WHEREAS, The Greek Orthodox Metropolis of Chicago Ladies Philoptochos Society is the largest women's Christian organization boasting over twenty-five thousand members from more than five hundred chapters nationwide; and

WHEREAS, The Greek Orthodox Metropolis of Chicago Ladies Philoptochos Society will be celebrating its seventy-fifth anniversary on Sunday, November 5, 2006 at the Drury Lane in Oakbrook Terrace, Illinois; and

WHEREAS, Proceeds from the Greek Orthodox Metropolis of Chicago Ladies Philoptochos Society's anniversary celebration will benefit the Family Retreat and Camp Center and the Metropolis of Chicago Philoptochos Philanthropy Fund; and

WHEREAS, The Greek Orthodox Metropolis of Chicago Ladies Philoptochos Society's Family Retreat and Camp Center located in Brighton, Wisconsin is one hundred thirty-seven acres of rolling hills, tree-lined paths, apple orchard, streams, an aerated pond and a private eight-acre lake with a pontoon boat and dock; and

WHEREAS, The Greek Orthodox Metropolis of Chicago Ladies Philoptochos Society's Family Retreat and Camp Center will be a year-round, full-service retreat center that will host functions such as meetings related to the Metropolis Council, Philoptochos Board and President's group, clergy syndesmos, youth ministries, Archons, Bishop Taskforce on AIDS, Presbytera Sisterhood, Family Synaxis, Religion Education, Choir Federation, Greek Education, individual parishes and Fanari and Winder Camp sessions; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled in meeting this fourth day of October, 2006, do hereby congratulate the Greek Orthodox Metropolis of Chicago Ladies Philoptochos Society on seventy-five years of philanthropy and wish them many more years of success; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Greek Orthodox Metropolis of Chicago Ladies Philoptochos Society.

COMMEMORATION OF MR. CHESTER GOULD, ORIGINAL CREATOR
OF DICK TRACY COMIC STRIP AND TRIBUNE
MEDIA SERVICES ON SEVENTY-FIFTH
ANNIVERSARY OF DICK TRACY.

WHEREAS, Chester Gould was born on November 2, 1900 in Pawnee, Oklahoma; and

WHEREAS, For two years, Chester Gould attended Oklahoma A&M College while working as a sports cartoonist at the *Oklahoma City Daily Oklahoman*; and

WHEREAS, Chester Gould graduated from Northwestern University in Chicago, Illinois in 1923; and

WHEREAS, Chester Gould, a resident of Woodstock, Illinois, disenchanted with the glamorized and highly publicized lifestyles of famous gangster including Al Capone and John Dillinger created a comic strip that strengthened the plight of law enforcement officers who risked their lives in the daily pursuit to end crime and violence; and

WHEREAS, In 1931, Chester Gould sold a comic strip featuring a "hard-nosed plainclothes detective" located in "the City by the Lake" (Chicago) to Captain Joseph Patterson the *Chicago Tribune-New York News Syndicate*; Patterson gave the comic strip the name, Dick Tracy; and

WHEREAS, Dick Tracy became a daily strip on October 13, 1931 featuring "Crime Stopper", small illustrations placed near the title of the Sunday page that were intended to draw in the reader and enlightened them on some aspects of crime prevention; and

WHEREAS, Chester Gould's depiction of Dick Tracy made him very humanlike; Dick Tracy met and fell in love with Tess Trueheart whom he married after an eighteen year courtship; Tracy adopted a nine year old thief whom he named Dick Tracy Junior also known as "Junior Tracy"; Tracy even had a nemesis, Pruneface, much like many real life law enforcement officers; and

WHEREAS, 1935 began the thirteen year run of the Dick Tracy radio show, which ran on various networks; and

WHEREAS, Dell Comics printed Dick Tracy's first comic book in 1938, which was published by Harvey until 1961; and

WHEREAS, Morgan Conway starred in the first Dick Tracy feature film from RKO in 1945; *Dick Tracy vs. Cueball* went to theaters in 1946; in 1947, *Dick Tracy's Dilemma* and *Dick Tracy Meets Gruesome* starring Boris Karloff debuted; and

WHEREAS, Dick Tracy is widely recognized by his two-way wrist radio, one of his most famous gadgets; and

WHEREAS, As a means to educate children about safety, Chester Gould, created "Crime Stoppers", a club introduced by and credited to Junior Tracy; and

WHEREAS, In 1959, Dick Tracy won the Reuben Award from the National Cartoonists Society; and

WHEREAS, In 1961, Dick Tracy became a syndicated animated series; and

WHEREAS, Chester Gould retired in 1977 handing over the reigns to Dick Tracy to Max Allan Collins, writer, and Rick Fletcher, artist; and

WHEREAS, In 1983, Rick Fletcher died and Pulitzer-Prize winning editorial cartoonist, Dick Locher, replaced him as Dick Tracy artist; and

WHEREAS, Dick Locher was born in Dubuque, Iowa now a resident of Naperville, Illinois; and

WHEREAS Dick Locher studied art at the Chicago Academy of Fine Art and the Art Center of Los Angeles; and

WHEREAS, Dick Locher served in the United States Air Force as a pilot and aircraft designer; and

WHEREAS, Dick Locher, once an assistant to Chester Gould, has been employed by the *Chicago Tribune* since 1973; and

WHEREAS, Dick Locher's cartoons have been nationally syndicated, as well as, appeared in publications such as *Life*, *Time*, *Newsweek*, *U.S. News & World Report*, *Forbes*, *The Congressional Record* and literally hundreds of newspapers throughout the world; and

WHEREAS, Dick Locher has authored five books and collaborated on several; and

WHEREAS, Original Dick Tracy creator, Chester Gould, died on May 11, 1985; the Chester Gould-Dick Tracy Museum opened in Woodstock, Illinois in 1991; and

WHEREAS, In commemoration of the one hundredth anniversary of comic strips, the United States Postal Service featured a Dick Tracy stamp in the Comic Strip Classics Stamp series; and

WHEREAS, Dick Locher took over as writer and artist of Dick Tracy when Michael Kilian passed away in October 2005; and

WHEREAS, Dick Tracy became the spokes character for the Illinois State Tourism Board; and

WHEREAS, Dick Tracy has assisted in the fight against crime and violence through the messages presented in the comic strip, through the Crimestopper's Club, and even, helping the Federal Bureau of Investigation track down ten most wanted criminals during the 1990s; and

WHEREAS, Dick Tracy, now seventy-five, will be celebrated by Tribune Media Services on October 2, 2006, at the Tribune Tower where the Gould family and Dick

Locher will be presented with official letters of congratulations from President George Bush, Federal Bureau of Investigation Director Robert S. Mueller III and Illinois Chief of Police Larry G. Trent; and

WHEREAS, October 4, 2006 will be declared "Dick Tracy Day" courtesy of Governor Rod Blagojevich, the Illinois State Senate and the Illinois House of Representatives; and

WHEREAS, Senator Barack Obama and Congresswoman Judy Biggert have introduced resolutions into the Congressional Record honoring Dick Tracy; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled in meeting this fourth day of October, 2006, do hereby pay tribute to the original creator of Dick Tracy, Chester Gould; we also honor and recognize the talents of those writers and artists who have kept the comic strip alive; we further congratulate Tribune Media Services on seventy-five years of success with Dick Tracy, an American icon of law and order; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Tribune Media Services.

**CONGRATULATIONS EXTENDED TO UNITED BROTHERHOOD OF
CARPENTERS AND JOINERS AND CHICAGO REGIONAL
COUNCIL OF CARPENTERS ON ONE HUNDRED
TWENTY-FIFTH ANNIVERSARIES.**

WHEREAS, On August 8, 1881, the United Brotherhood of Carpenters and Joiners of America was founded in Chicago, Illinois; and

WHEREAS, The United Brotherhood of Carpenters and Joiners of America became a charter member of the American Federation of Labor and was the predecessor of today's Chicago Regional Council of Carpenters; and

WHEREAS, The Chicago Regional Council of Carpenters' forty-seven thousand members are located in eighty-one counties consisting of Northern Illinois, Southeast Wisconsin and Eastern Iowa; and

WHEREAS, The Chicago Regional Council of Carpenters, in addition to, the United Brotherhood of Carpenters and Joiners uphold their commitment to meet deadlines, deliver consistency, reduce work and improve customer satisfaction; and

WHEREAS, The United Brotherhood of Carpenters and Joiners and the Chicago Regional Council of Carpenters have individuals who specialize in all forms of masonry: general carpenter and joiner, residential carpenter, exhibit and display installer, interior systems carpenter, lather, cabinetmaker and millworker, flooring installer, pile driver, millwright, insulation installer, roofer, siding installer, concrete former, and heavy and highway carpenters; and

WHEREAS, The United Brotherhood of Carpenters and Joiners and the Chicago Regional Council of Carpenters use the latest technology, materials and highly trained craft persons; and

WHEREAS, The United Brotherhood of Carpenters and Joiners and the Chicago Regional Council of Carpenters has celebrated one hundred twenty-five years of excellence and vision; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled in meeting this fourth day of October, 2006, do hereby congratulate the United Brotherhood of Carpenters and Joiners, as well as, the Chicago Regional Council of Carpenters on their one hundred twenty-fifth anniversary, thank them for being a positive force in building communities and for setting a precedence for quality; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the United Brotherhood of Carpenters and Joiners Chicago Regional Council of Carpenters.

Presented By

ALDERMAN DALEY (43rd Ward):

CONGRATULATIONS EXTENDED TO FOX NEWS CHANNEL ON TENTH
ANNIVERSARY AND DECLARATION OF OCTOBER 9, 2006 AS
"FOX NEWS CHANNEL DAY" IN CHICAGO.

WHEREAS, The Fox News Channel is celebrating its tenth anniversary this year;
and

WHEREAS, The Fox News Channel, since its launch as a twenty-four hours news channel has grown to become the most watched news network; and

WHEREAS, Millions of Chicagoland residents turn to the Fox News Channel everyday; and

WHEREAS, The Fox News Channel is bringing a national, live program to the City of Chicago as part of a nationwide tour on Monday, October 9, 2006; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this fourth day of October, 2006 A.D., do hereby congratulate the Fox News Channel, and do hereby name October 9, 2006 "Fox News Channel Day" in the City of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Fox News Channel.

Presented By

ALDERMAN TUNNEY (44th Ward):

**CONGRATULATIONS EXTENDED TO MS. KATE LURYA WEIL
ON ONE HUNDREDTH BIRTHDAY.**

WHEREAS, On October 16, 2006, Kate Lurya Weil, outstanding citizen and member of her community, will be celebrating her one hundredth birthday; and

WHEREAS, Kate Lurya Weil started life in Boston as one of three children born to the union of Abraham Isaac and Tina Leavett Lurya who immigrated from Kovna, Lithuania around the beginning of the twentieth century. Shortly after she was born, her father moved his family to this city where he established Best Built Lumber Company and became one of Chicago's premier lumber dealers and builders; and

WHEREAS, Kate Lurya Weil was very actively involved in a number of civic charities. She was a founder and past president of the Chicago Chapter of the Brandeis University National Women's Committee, a volunteer for the American Red Cross and many Jewish charitable causes; and

WHEREAS, Kate Lurya Weil is still remarkably active for a centenarian. She especially enjoys activities at the Chicago Cultural Center and attends concerts in Millennium Park; and

WHEREAS, The Honorable Thomas Tunney, Alderman of the 44th Ward, has apprised this august body of Kate Lurya Weil's most significant milestone; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council, gathered here this fourth day of October, 2006 A.D., do hereby salute Kate Lurya Weil on her one hundredth birthday and extend our heartiest best wishes for her continued health, happiness and success in all she may endeavor to do; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Kate Lurya Weil.

Presented By

**ALDERMAN LEVAR (45th Ward)
And OTHERS:**

**EXPRESSION OF SUPPORT FOR UNITED AIRLINES PROPOSED
"CAPITAL TO CAPITAL" NONSTOP FLIGHT SERVICE
BETWEEN WASHINGTON, D.C.
AND BEIJING, CHINA.**

A resolution, presented by Aldermen Levar, Olivo, Burke and Allen, reading as follows:

WHEREAS, United Airlines is Chicago's hometown airline and our region's success is closely tied with United's; and

WHEREAS, United and all of its employees in Chicago, the surrounding area and around the country have worked hard to return the airline to a competitive state; and

WHEREAS, The United States Department of Transportation (D.O.T.) controls international aviation routes and just recently requested domestic air carriers to submit proposals to service a new United States -- China route; and

WHEREAS, United has applied to provide the first daily, nonstop service between Washington, D.C. and Beijing, arguably the two most important capital cities in the world; and

WHEREAS, United has demonstrated a commitment to serving China for more than two decades, and has invested heavily to develop a strong network of service; and

WHEREAS, United currently offers direct China service from Chicago and the West Coast; and

WHEREAS, New service from our nation's capital in Washington, D.C. to Beijing fills a major gap for both United and the country; and

WHEREAS, United's proposal to launch the first and only nonstop service between these two critical capital cities will not only fill an inexcusable air service gap, but it will also bridge a critical geopolitical divide, affording new opportunities for face-to-face contact, improved trade and better diplomatic relations; and

WHEREAS, The national trade imbalance, which hurts all firms -- particularly Illinois based manufacturing companies -- can only be helped by increasing access to China for major American economic centers. In today's increasingly interrelated economy, forging new connections between the two countries will improve both the national economy and the Chicago-area economy; and

WHEREAS, The United States is the largest economy in the world, yet its capital does not have nonstop service to the capital of China, one of the largest and fastest growing economies in the world. Most major world capitals, including London, Paris, Tokyo, Moscow and Delhi already benefit from nonstop flights to Beijing. Connecting Washington, D.C. and Beijing would promote improved governmental, business, academic and cultural relations between the countries; and

WHEREAS, The Greater Washington Metropolitan area has the largest overall population, largest Asian population and largest Chinese population of any United States community in this proceeding without nonstop service to China; and

WHEREAS, United has proven that it will make the best use of scarce rights for United States carriers to service China. United secured entry into China through the purchase of PanAm routes in 1986. Since then, it has competed in D.O.T. proceedings and obtained additional China rights. All United's China services are operated on a nonstop basis, without relying on stops at intermediate cities like

Tokyo, and the vast majority of its China services utilize the largest capacity aircraft in the sky, the Boeing 747-400. In this way, United uses scarce China rights to provide far more available seats on every flight -- at least twenty percent more -- than any other United States airline; and

WHEREAS, The equipment used on the routes are manufactured by Boeing, headquartered in Chicago; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this fourth day of October, 2006 A. D., do hereby express our support for the United Airlines "Capital to Capital" proposal to provide service between Washington, D.C. and Beijing, China.

Presented By

ALDERMAN SHILLER (46th Ward):

TRIBUTE TO LATE MS. PEARLINE ATKINS.

WHEREAS, Pearline Atkins was born the third child to Pearl McNair and Ore Atkins, Sr. on January 8, 1936; and

WHEREAS, Pearline obtained her education through the Chicago Public School system; and

WHEREAS, A single mother, she raised a daughter and a son; and

WHEREAS, Pearline was an extremely active member of Jane Addams Senior Caucus for seven years. She served in many capacities: from former vice-chair of the Caucus, to co-chair of the Health Committee, to chair of the membership meetings, and to spokesperson during numerous legislative actions. Pearline was unique in her leadership talents, in that she could encourage, motivate and stimulate even the most timid members to let their voices be loudly heard by legislators and other community leaders. Fighting for the rights and the identity of seniors, her welcoming smile and authoritative voice were readily recognized at rallies and actions around Chicago, as well as in Springfield. She worked exceptionally hard to make our community and legislators aware of the need to improve healthcare for seniors; and

WHEREAS, For much of the time during her illness, Pearline remained diligent in her commitment to fight for a better life for seniors. Through the final months of her illness, Pearline was given the privilege of staying in her own home and not being forced into a nursing home; and

WHEREAS, Pearline died on April 20, 2006; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this fourth day of October, 2006 A.D., do hereby honor and pay tribute to the life and memory of Pearline Atkins; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Pearline Atkins.

TRIBUTE TO LATE MS. DORIS SANDLIN.

WHEREAS, Doris Sandlin was born to Pearl Dyer and Walter Robertson on September 30, 1938 in Chicago, Illinois; and

WHEREAS, Doris is survived by a daughter, Darlene, and three sons, Walter, Lorenzo and Anthony Sandlin; and

WHEREAS, Doris is survived by two sisters and one brother, Clementine Carter, Lorainne Mitchell and James Williams. Doris has two brothers, Raymond and Roosevelt Williams, who preceded her in death. Doris has a host of relatives which include grand kids, nieces, nephews and cousins; and

WHEREAS, Doris was employed with the New City Y.M.C.A. where she worked with children and in the lunchroom; and

WHEREAS, Doris was an unsung hero who believed that it truly does take a village to raise a family and Doris was one of the leaders of that village; and

WHEREAS, Doris did not do a lot of talking, but when she did people listened. Doris enjoyed music and dancing. Doris will be missed, but her spirit will live on forever. We celebrate Doris's life, we also celebrate her birth; and

WHEREAS, Doris died on September 24, 2006; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here on this fourth day of October, 2006 A.D., do hereby honor and pay tribute to the life and memory of Doris Sandlin; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Doris Sandlin.

*GRATITUDE EXTENDED TO WINTHROP AVENUE FAMILIES FOR
EFFORTS ON BEHALF OF UPTOWN, EDGEWATER AND
ROGERS PARK COMMUNITIES AND DECLARATION
OF AUGUST 19, 2006 AS "WINTHROP
AVENUE DAY" IN CHICAGO.*

WHEREAS, At the turn of the twentieth century African American families began to migrate to Chicago in search of work in Uptown, Edgewater and Rogers Park neighborhoods of Chicago. Their origin was from Tennessee, Arkansas, Mississippi and other parts of the south; and

WHEREAS, The Uptown, Edgewater and Rogers Park neighborhoods were affluent communities and Chicago was experiencing segregation in its residential policies. These policies handicapped the African Americans from residing in the area where their services were in demand. One such practice included funds raised in the amount of Fourteen Thousand Dollars and a petition signed to prohibit the rental or sale of property to African Americans except for one street; and

WHEREAS, That street was the 4600 block of North Winthrop Avenue, the African Americans developed a close relationship as family and friends of the Winthrop Family Reunion; and

WHEREAS, It is noted that the first African American to be an ordained priest through the Chicago Archdiocese was Rollinds Lambert who lived on Winthrop Avenue. One of the first African Americans appointed as a detective on the Narcotics Unit, Judson Jenkins resided on Winthrop Avenue as well as the owner of Colliers Famous Chicken Shack located on Winthrop Avenue and enjoying her ninety-ninth year of life in 2006, along with numerous others who have attained prominent status and recognition in the Chicago area; and

WHEREAS, These families and friends have continued in their close relationship and have celebrated their relationship for more than one hundred years with block parties, trips, banquets and picnics in recognition of their experience living on the 4600 block of North Winthrop Avenue; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of Chicago, gathered here on this fourth day of October, 2006 A.D., do hereby recognize and pay tribute to the contributions of the Winthrop Avenue Families for their unique existence in the history of the Uptown, Edgewater and Rogers Park communities and their endurance to survive the struggles of segregation in the early part of the twentieth century. We declare August 19th to be "Winthrop Avenue Day".

Presented By

ALDERMAN SCHULTER (47th Ward):

TRIBUTE TO LATE MR. THEODORE W. REINEWALD.

WHEREAS, Almighty God in His infinite wisdom has called to His eternal reward Theodore W. Reinewald, beloved family member and friend; and

WHEREAS, The Chicago City Council has been informed of his passing by 47th Ward Alderman Gene Schalter; and

WHEREAS, He was the beloved husband of Pearl; loving father of Angela Levy and Pamela Keehn; dearest grandfather of five, Jacquelyn Mortillaro, Pamela Vujovich, Angela Mooney, Christopher Keehn and Stefanie Lopez; great-grandfather of fifteen; and devoted brother of the late Linda Pease; and

WHEREAS, He was a WWII United States Coast Guard veteran and should be honored for his courage and patriotism; and

WHEREAS, He was a dedicated 47th Ward resident and business owner of Reinewald Plating Company, located at 1801 West Irving Park Road; and

WHEREAS, To his family and friends, Theodore will be deeply missed, but the memory of his character, dedication and compassion will live on in those who knew and loved him; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this fourth day of October, 2006 A.D., do hereby express our sorrow on the death of Theodore W. Reinewald, and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Theodore W. Reinewald.

*CONGRATULATIONS EXTENDED TO NICHOLAS AND NELLIE
FARELLA ON SIXTIETH WEDDING ANNIVERSARY.*

WHEREAS, Nicholas and Nellie Farella will be celebrating their sixtieth wedding anniversary on the twenty-seventh of October, 2006; and

WHEREAS, They went to Mark Sheridan Grammar School from kindergarten through eighth grade together and became childhood sweethearts; and

WHEREAS, Nicholas was drafted at the age of eighteen to serve our country in World War II and was in Company "C" 301st Infantry, 94th Division, and was in General Patton's 3rd Army; and

WHEREAS, He landed in Normandy on the first of September, 1944 and fought in the Battle of the Bulge, which started on the sixteenth of December, 1944; and

WHEREAS, He was wounded on the twentieth of January, 1945 in Orschultz, Germany and spent four months in the hospital and was sent home on the twenty-eighth of December, 1945; and

WHEREAS, Nicholas received a purple heart and medals for participating in three campaigns and should be honored for his courage and patriotism; and

WHEREAS, Upon his return home, he married Nellie M. Greco on the twenty-seventh of October, 1946; and

WHEREAS, Nicholas and Nellie moved to Leavitt and Barry, where they owned their first grocery store and later purchased a second store in 1960; and

WHEREAS, They bought a home at Addison and Claremont, where they raised their children for the next twenty-seven years; and

WHEREAS, They had three loving children, John (Barbara), Penny and Rose (Steve); and six adoring grandchildren, Nelli Rose, Lindsey, Courtney, Nicholas, Gianna and Johnny; and

WHEREAS, Nicholas and Nellie should be honored for their commitment to each other and their contributions to our country and the City of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this fourth day of October, 2006 A.D., do hereby extend our best wishes to Nicholas and Nellie Farella and extend our gratitude for their contributions; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Nicholas and Nellie Farella.

DECLARATION OF OCTOBER 6, 2006 AS "GERMAN-AMERICAN DAY" IN CHICAGO.

WHEREAS, One of the wonders of the great City of Chicago is its enviable cultural heritage, with contributions from every corner of the globe; and

WHEREAS, Among the earliest settlers in Chicago were the Germans, who brought their rich culture to blend with the native and foreign cultures in our nation, which were established in the last century; and

WHEREAS, The bountiful German heritage, which has greatly influenced our country, including, but by no means limited to language, business, government, law, science, athletics, religion, literature, music, art and cuisine, enriches our lives daily, and our German-American population is one of the most civic-minded, influential and educated among our citizens and has brought diversity to Chicago and throughout the United States of America; and

WHEREAS, Many civic organizations will join together at Saint Benedict's Church on October 1, 2006 to observe and commemorate the great benefits of the German-American heritage and the outstanding contributions of our German-American citizens; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this fourth day of October, 2006 A.D., do hereby declare October 6, 2006, to be known as "German-American Day" in Chicago, and call to public attention the contributions of German-American citizens.

Presented By

ALDERMAN MOORE (49th Ward):

CONGRATULATIONS EXTENDED TO MR. RUGGIERO RICCI ON
SUCCESSFUL CAREER AS CONCERT VIOLINIST AND
DECLARATION OF OCTOBER 4, 2006 AS
"RUGGIERO RICCI DAY IN CHICAGO".

WHEREAS, Ruggiero Ricci is an American violinist of international renown; and

WHEREAS, Ruggiero Ricci had an extraordinary seventy-five year career as a concert performer, having made his debut in 1928 at the age of ten, in San Francisco, California; and

WHEREAS, Ruggiero Ricci served for three years in the Army Air Force during World War II; and

WHEREAS, Ruggiero Ricci's discography encompasses among the widest repertoires of any violinist; and

WHEREAS, Ruggiero Ricci has performed over five thousand concerts in sixty-five countries; and

WHEREAS, Ruggiero Ricci has taught at Indiana University; the Julliard School; the University of Michigan; and the Mozarteum, in Salzburg, Austria; and

WHEREAS, Ruggiero Ricci continues to give master classes, and will teach a master class at Bein and Fushi in Chicago on October 21, 2006; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered in assembly this fourth day of October, 2006, do hereby congratulate Ruggiero Ricci on his long and successful career in spreading the joys and beauty of music, and do hereby proclaim Wednesday, October 4, 2006 as "Ruggiero Ricci Day in Chicago"; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for presentation to Ruggiero Ricci.

MATTERS PRESENTED BY THE ALDERMEN.

**(Presented By Wards, In Order, Beginning
With The Fiftieth Ward)**

Arranged under the following subheadings:

1. Traffic Regulations, Traffic Signs and Traffic-Control Devices.
2. Zoning Ordinance Amendments.
3. Claims.
4. Unclassified Matters (arranged in order according to ward numbers).
5. Free Permits, License Fee Exemptions, Cancellation of Warrants for Collection and Water Rate Exemptions, Et Cetera.

**1. TRAFFIC REGULATIONS, TRAFFIC SIGNS
AND TRAFFIC-CONTROL DEVICES.**

Referred -- ESTABLISHMENT OF LOADING ZONES
AT SUNDRY LOCATIONS.

The aldermen named below presented proposed ordinances to establish loading zones at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance And Time
TILLMAN (3 rd Ward)	South Wabash Avenue, at 1526 -- 15 minute limit -- unattended vehicles must have hazard lights flashing -- 10:00 A.M. to 7:00 P.M. -- Tuesday through Thursday, 10:00 A.M. to 5:00 P.M. -- Friday and Saturday and 12:00 Noon to 4:00 P.M. -- Sunday;

10/4/2006

NEW BUSINESS PRESENTED BY ALDERMEN

88645

Alderman	Location, Distance And Time
<i>MURPHY</i> (18 th Ward)	West 79 th Street, at 3344, for two parking spaces -- 15 minute limit -- unattended vehicles must have hazard lights flashing -- at all times -- Monday through Saturday;
<i>REBOYRAS</i> (30 th Ward)	West Armitage Avenue, at 4306 -- 10:00 A.M. to 7:00 P.M. -- Monday through Saturday; West North Avenue, at 3948 -- 15 minute limit -- unattended vehicles must have hazard lights flashing -- tow-away zone-- 11:00 A.M. to 12:00 A.M. -- daily; North Pulaski Road, at 1505 -- 15 minute limit -- unattended vehicles must have hazard lights flashing -- tow-away zone -- 6:00 A.M. to 6:00 P.M. -- Monday through Friday;
<i>MATLAK</i> (32 nd Ward)	North Lincoln Avenue, at 2913 -- 9:00 A.M. to 8:00 P.M. -- daily;
<i>O'CONNOR</i> (40 th Ward)	North Damen Avenue, at 5456 -- 6:00 A.M. to 6:00 P.M. -- Monday through Friday;
<i>NATARUS</i> (42 nd Ward)	North Wabash Avenue (west side) immediately adjacent to the intersection of East Pearson Street;
<i>DALEY</i> (43 rd Ward)	East Scott Street, at 60 -- 70 -- 15 minute limit -- unattended vehicles must have lights flashing -- at all times -- daily.

Referred -- AMENDMENT OF ORDINANCE WHICH
ESTABLISHED LOADING ZONE AT 1000 -- 1008
WEST BELMONT AVENUE.

Alderman Tunney (44th Ward) presented a proposed ordinance to amend a previously passed ordinance which established loading zones on portions of specified public ways by striking the words: "West Belmont Avenue, at 1000 -- 1008 -- no parking tow-away zone -- 8:00 A.M. to 4:00 P.M. -- Monday through Saturday" and inserting in lieu thereof: "West Belmont Avenue, at 1000 -- 1008 -- 15 minute standing zone -- unattended vehicles must have lights activated -- no parking tow-away zone -- at all times -- daily", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH
ESTABLISHED LOADING ZONE ON PORTION
OF WEST CATALPA AVENUE.

Alderman O'Connor (40th Ward) presented a proposed ordinance to amend a previously passed ordinance which established loading zones on portions of specified public ways by striking the words: "West Catalpa Avenue (south side) from a point 39 feet east of North Lincoln Avenue, to a point 25 feet east thereof -- 9:00 A.M. to 3:00 P.M. -- Monday through Friday -- tow-away zone" and inserting in lieu thereof: "West Catalpa Avenue (south side) from a point 39 feet east of North Lincoln Avenue, to a point 25 feet east thereof -- 8:00 A.M. to 6:00 P.M. -- Monday through Saturday -- tow-away zone", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH
ESTABLISHED LOADING ZONE AT 1821
WEST CHICAGO AVENUE.

Alderman Flores (1st Ward) presented a proposed ordinance to amend a previously passed ordinance which established loading zones on portions of specified public ways by striking the words: "West Chicago Avenue, at 1821", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH
ESTABLISHED LOADING ZONE AT 3429 -- 3433
WEST DIVERSEY AVENUE.

Alderman Colón (35th Ward) presented a proposed ordinance to amend a previously passed ordinance which established loading zones on portions of specified public ways by striking the words: "West Diversey Avenue, at 3429 -- 3433 -- 9:00 A.M. to 7:00 P.M. -- Monday through Saturday" and inserting in lieu thereof: "West Diversey Avenue, at 3429 -- 3433 -- 5:00 A.M. to 9:00 P.M. -- Monday through Saturday", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
LOADING ZONE AT 4015 NORTH SHERIDAN ROAD.

Alderman Shiller (46th Ward) presented a proposed ordinance to amend a previously passed ordinance which established loading zones on portions of specified public ways by striking the words: "North Sheridan Road, at 4015, for a distance 25 feet -- 4:00 P.M. to 4:00 A.M. -- daily" and inserting in lieu thereof: "North Sheridan Road, at 4015, for a distance of 25 feet -- 9:00 P.M. to 4:00 A.M. -- daily", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
LOADING ZONE AT 2014 WEST WABANSIA AVENUE.

Alderman Matlak (32nd Ward) presented a proposed ordinance to amend a previously passed ordinance which established loading zones on portions of specified public ways by striking the words: "West Wabansia Avenue (north side), at 2014 -- 2016 -- 15 minute limit -- unattended vehicles must have lights flashing -- 9:00 A.M. to 9:00 P.M. -- daily" and inserting in lieu thereof: "West Wabansia Avenue at 2014 -- 2016 -- 15 minute limit -- unattended vehicles must have lights flashing -- 9:00 A.M. to 9:00 P.M. -- daily", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- ESTABLISHMENT OF ONE-WAY TRAFFIC RESTRICTION ON PORTION OF SOUTH KOSTNER AVENUE.

Alderman Olivo (13th Ward) presented a proposed ordinance to restrict the movement of vehicular traffic to a northerly direction on portion of South Kostner Avenue, between East Marquette Road and East 69th Street, which was *Referred to the Committee on Traffic Control and Safety*.



Referred -- CONSIDERATION FOR INSTALLATION OF PARKING METERS AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed orders directing the Commissioner of Transportation to give consideration to the installation of parking meters at the locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location
<i>TILLMAN</i> (3 rd Ward)	West Cullerton Street (both sides) from South State Street to the first alley west thereof -- 25 cents per 15 minutes -- 3 hour limit -- 6:00 A.M. to 6:00 P.M. -- Monday through Friday;
	West Cullerton Street (both sides) from South State Street to South Wabash Avenue -- 25 cents per 15 minutes -- 3 hour limit -- 6:00 A.M. to 6:00 P.M. -- Monday through Friday;
	South State Street (west side) from South Archer Avenue to West Cullerton Street -- 25 cents per 15 minutes -- 3 hour limit -- 6:00 A.M. to 6:00 P.M. -- Monday through Friday;

Alderman

Location

South State Street (east side) from West Cermak Road to West 21st Street -- 25 cents per 15 minutes -- 3 hour limit -- 6:00 A.M. to 6:00 P.M. -- Monday through Friday;

South State Street (west side) from West Cullerton Street to West Cermak Road -- 25 cents per 15 minutes -- 3 hour limit -- 6:00 A.M. to 6:00 P.M. -- Monday through Friday;

South State Street (east side) from West Cullerton Street to West 18th Street -- 25 cents per 15 minutes -- 3 hour limit -- 6:00 A.M. to 6:00 P.M. -- Monday through Friday;

South State Street (west side) from West 16th Street to West 17th Street -- 25 cents per 15 minutes -- 3 hour limit -- 6:00 A.M. to 6:00 P.M. -- Monday through Friday;

South State Street (west side) from West 17th Street to West 18th Street -- 25 cents per 15 minutes -- 3 hour limit -- 6:00 A.M. to 6:00 P.M. -- Monday through Friday;

South State Street (west side) from West 18th Street to South Archer Avenue -- 25 cents per 15 minutes -- 3 hour limit -- 6:00 A.M. to 6:00 P.M. -- Monday through Friday;

South State Street (east side) from West 18th Street to West 16th Street -- 25 cents per 15 minutes -- 3 hour limit -- 6:00 A.M. to 6:00 P.M. -- Monday through Friday;

Alderman

Location

South State Street (east side) from West 21st Street to West Cullerton Street -- 25 cents per 15 minutes -- 3 hour limit -- 6:00 A.M. to 6:00 P.M. -- Monday through Friday;

South Wabash Avenue (east side) from West Cullerton Street to West 18th Street -- 25 cents per 15 minutes -- 3 hour limit -- 6:00 A.M. to 6:00 P.M. -- Monday through Friday;

South Wabash Avenue (west side) from West Cullerton Street to West 21st Street -- 25 cents per 15 minutes -- 3 hour limit -- 6:00 A.M. to 6:00 P.M. -- Monday through Friday;

South Wabash Avenue (west side) from West 16th Street to West 18th Street -- 25 cents per 15 minutes -- 3 hour limit -- 6:00 A.M. to 6:00 P.M. -- Monday through Friday;

South Wabash Avenue (west side) from West 18th Street to West Cullerton Street -- 25 cents per 15 minutes -- 3 hour limit -- 6:00 A.M. to 6:00 P.M. -- Monday through Friday;

South Wabash Avenue (east side) from West 21st Street to West Cullerton Street -- 25 cents per 15 minutes -- 3 hour limit -- 6:00 A.M. to 6:00 P.M. -- Monday through Friday;

West 21st Street (both sides) from South State Street to the first alley west thereof -- 25 cents per 15 minutes -- 3 hour limit -- 6:00 A.M. to 6:00 P.M. -- Monday through Friday;

10/4/2006

NEW BUSINESS PRESENTED BY ALDERMEN

88651

Alderman

Location

East 21st Street (both sides) from South State Street to South Wabash Avenue -- 25 cents per 15 minutes -- 3 hour limit -- 6:00 A.M. to 6:00 P.M. -- Monday through Friday;

BURNETT (27th Ward)

North Ogden Avenue, at 500 -- 532, between West Race Avenue and West Grand Avenue -- 25 cents per 15 minutes -- 9:00 A.M. to 6:00 P.M. -- daily.

Referred -- PROHIBITION OF PARKING AT ALL TIMES
AT DESIGNATED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit at all times the parking of vehicles at the locations designated and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman

Location And Distance

HAITHCOCK (2nd Ward)

South Claremont Avenue, at 515, for a distance of 25 feet (Handicapped Parking Permit 48982);

South Giles Avenue, at 3145, for a distance of 25 feet (Handicapped Parking Permit 46832);

South Prairie Avenue, at 3359, for a distance of 25 feet (Handicapped Parking Permit 42802);

Alderman	Location And Distance
<i>TILLMAN</i> (3 rd Ward)	South Princeton Avenue, at 4358 (Handi-capped Parking Permit 52633); West 57 th Place, at 543 (Handicapped Parking Permit 52629);
<i>PRECKWINKLE</i> (4 th Ward)	South St. Lawrence Avenue, at 4721 (Handicapped Parking Permit 49353);
<i>HAIRSTON</i> (5 th Ward)	South Dorchester Street, at 6840 (Handicapped Parking Permit 45136);
<i>LYLE</i> (6 th Ward)	South Michigan Avenue, at 8045 (Handi-capped Parking Permit 49762); South Prairie Avenue, at 7312 (Handi-capped Parking Permit 49773); South Vernon Avenue, at 8616 (Handi-capped Parking Permit 49761);
<i>BEAVERS</i> (7 th Ward)	South Colfax Avenue, at 8614 (Handi-capped Parking Permit 46250); South Manistee Avenue, at 8223 (Handi-capped Parking Permit 46396); South Marquette Avenue, at 8110 (Handicapped Parking Permit 50623); East 96 th Street, at 2230 (Handicapped Parking Permit 49385);
<i>STROGER</i> (8 th Ward)	South Bennett Avenue, at 7753 (Handi-capped Parking Permit 50213);

10/4/2006

NEW BUSINESS PRESENTED BY ALDERMEN

88653

Alderman

Location And Distance

South Bennett Avenue, at 8121 (Handi-
capped Parking Permit 52708);

South Constance Avenue, at 7518
(Handicapped Parking Permit 52595);

South Harper Avenue, at 8131 (Handi-
capped Parking Permit 52701);

South Kenwood Avenue, at 8152 (Handi-
capped Parking Permit 53126);

South Paxton Avenue, at 8222 (Handi-
capped Parking Permit 40521);

South Ridgeland Avenue, at 8848
(Handicapped Parking Permit 50909);

East 87th Place, at 864 (Handicapped
Parking Permit 53136);

East 89th Street, at 830 (Handicapped
Parking Permit 52712);

BEALE (9th Ward)

South Edbrooke Avenue, at 11357
(Handicapped Parking Permit 50392);

South Indiana Avenue, at 11226 (Handi-
capped Parking Permit 50391);

South Oakley Avenue, at 7309 (Handi-
capped Parking Permit 53377);

POPE (10th Ward)

South Avenue F, at 10516 (Handicapped
Parking Permit 49199);

South Avenue J, at 10653 (Handicapped
Parking Permit 49192);

Alderman	Location And Distance
	South Houston Avenue, at 8933 (Handi-capped Parking Permit 49204);
<i>BALCER</i> (11 th Ward)	South Broad Street, at 3028 (Handi-capped Parking Permit 50679); South Eleanor Street, at 2827 (Handi-capped Parking Permit 49986); South Shields Avenue, at 2926 (Handi-capped Parking Permit 50681); South Wallace Street, at 4407 (Handi-capped Parking Permit 50680);
<i>CÁRDENAS</i> (12 th Ward)	South Wolcott Avenue, at 4419 (Handi-capped Parking Permit 50491); West 36 th Street, at 2734 (Handicapped Parking Permit 53219);
<i>OLIVO</i> (13 th Ward)	West 61 st Street, at 3646 (Handicapped Parking Permit 50565);
<i>BURKE</i> (14 th Ward)	South Maplewood Avenue, at 5237 (Handicapped Parking Permit 50703); West 40 th Street, at 2954 (Handicapped Parking Permit 50706);
<i>T. THOMAS</i> (15 th Ward)	West 65 th Street, at 3535 (Handicapped Parking Permit 52563);
<i>MURPHY</i> (18 th Ward)	South Fairfield Avenue, at 7247 (Handi-capped Parking Permit 53378);

10/4/2006

NEW BUSINESS PRESENTED BY ALDERMEN

88655

Alderman

Location And Distance

South Maplewood Avenue, at 6930
(Handicapped Parking Permit 48899);

South Rockwell Street, at 7224 (Handi-
capped Parking Permit 53805);

South Troy Street, at 7725 (Handicapped
Parking Permit 51808);

South Winchester Avenue, at 8157 (post
sign at 1950 West 82nd Street) (Handi-
capped Parking Permit 53373);

West 79th Place, at 2000 (Handicapped
Parking Permit 53380);

West 82nd Place, at 3649 (Handicapped
Parking Permit 53371);

West 83rd Street, at 2857 (Handicapped
Parking Permit 53376);

BROOKINS (21st Ward)

South Bishop Street, at 8040 (Handi-
capped Parking Permit 53449);

South Eggleston Avenue, at 8933
(Handicapped Parking Permit 50447);

South Emerald Avenue, at 9116 (Handi-
capped Parking Permit 50442);

South Halsted Street, at 9635 (Handi-
capped Parking Permit 49903);

South Loomis Street, 8816 (Handicapped
Parking Permit 49237);

South Normal Avenue, at 9017 (Handi-
capped Parking Permit 52529);

South Parnell Avenue, at 9416 (Handi-
capped Parking Permit 49238);

Alderman	Location And Distance
	South Racine Avenue, at 9415 (Handi-capped Parking Permit 48216);
	South Union Avenue, at 9044 (Handi-capped Parking Permit 49214);
	West 83 rd Street, at 837 (Handicapped Parking Permit 50439);
	West 96 th Street, at 1209 (Handicapped Parking Permit 49217);
	West 98 th Street, at 1212 (Handicapped Parking Permit 50450);
<i>ZALEWSKI (23rd Ward)</i>	South La Crosse Avenue, at 4535 (Handicapped Parking Permit 49085);
	South Lavergne Avenue, at 5009 (Handi-capped Parking Permit 50546);
	South Menard Avenue, at 5316 (Handi-capped Parking Permit 52863);
	South Moody Avenue, at 5255 (Handi-capped Parking Permit 53518);
<i>CHANDLER (24th Ward)</i>	South Spaulding Avenue, at 1228 (Handicapped Parking Permit 50167);
<i>SOLIS (25th Ward)</i>	West Cullerton Street, at 1904 (Handi-capped Parking Permit 43410);
	West 24 th Street, at 334 (Handicapped Parking Permit 50952);
<i>BURNETT (27th Ward)</i>	North Willard Court, at 933 (Handi-capped Parking Permit 48402);

Alderman	Location And Distance
<i>E. SMITH (28th Ward)</i>	West Adams Street, at 4706 (Handi-capped Parking Permit 52536);
	West Fulton Street, at 4661 (Handi-capped Parking Permit 50037);
	North La Crosse Avenue, at 158 (Handi-capped Parking Permit 50013);
	North Leamington Avenue, at 620 (Handicapped Parking Permit 50365);
	West Maypole Avenue at 4228 (Handi-capped Parking Permit 50900);
	West Maypole Avenue, at 4532 (Handi-capped Parking Permit 50919);
	West Washington Boulevard, at 5418 (Handicapped Parking Permit 50030);
	South Washtenaw Avenue, at 2217 (Handicapped Parking Permit 52763);
	West West End Avenue, at 4450 (Handi-capped Parking Permit 50021);
	West 22 nd Place, at 2619 (Handicapped Parking Permit 50027);
	West 22 nd Place, at 2737 (Handicapped Parking Permit 45657);
<i>CAROTHERS (29th Ward)</i>	North Massasoit Avenue, at 1054 (Handi-capped Parking Permit 48085);
	West Quincy Street, at 5444 (Handi-capped Parking Permit 50484);
<i>REBOYRAS (30th Ward)</i>	West Newport Avenue, at 4033 (Handi-capped Parking Permit 47558);

Alderman	Location And Distance
<i>SUAREZ</i> (31 st Ward)	West Altgeld Avenue, at 4736 (Handi- capped Parking Permit 46548); North Kedvale Avenue, at 2236 (Handi- capped Parking Permit 48579);
<i>MATLAK</i> (32 nd Ward)	West Barry Avenue, at 2040 (Handi- capped Parking Permit 53721); West Belden Avenue, at 2222 (handi- capped permit parking); West Henderson Street, at 1931 (Handi- capped Parking Permit 53720); North Southport Avenue, at 2524 (Handicapped Parking Permit 53722);
<i>MELL</i> (33 rd Ward)	West Belle Plaine Avenue, at 3305 (Handicapped Parking Permit 52601); North Drake Avenue, at 4633 (Handi- capped Parking Permit 50775); North Spaulding Avenue, at 4156 (Handicapped Parking Permit 50771);
<i>AUSTIN</i> (34 th Ward)	West 112 th Place, at 249 (Handicapped Parking Permit 44971);
<i>COLÓN</i> (35 th Ward)	North Christiana Avenue, at 3108 (Handicapped Parking Permit 52787); West Logan Boulevard, at 2712 (Handi- capped Parking Permit 47463);
<i>BANKS</i> (36 th Ward)	West Melrose Street, at 6006 (Handi- capped Parking Permit 50840);

Alderman

Location And Distance

West Melrose Street, at 6212 (Handi-
capped Parking Permit 50838);

North Mont Clare Avenue, at 2940
(Handicapped Parking Permit 47814);

North Natchez Avenue, at 2953 (Handi-
capped Parking Permit 50797);

North Natchez Avenue, at 3012 (Handi-
capped Parking Permit 49700);

North Natchez Avenue, at 3237 (Handi-
capped Parking Permit 50841);

North Nordica Avenue, at 3717 (Handi-
capped Parking Permit 50831);

North Oriole Avenue, at 3636 (post sign
at 7601 West Waveland Avenue) (Handi-
capped Parking Permit 50839);

North Osceola Avenue, at 3843 (Handi-
capped Parking Permit 49699);

North Pacific Avenue, at 3215 (Handi-
capped Parking Permit 50800);

West Wrightwood Avenue, at 7034
(Handicapped Parking Permit 47083);

MITTS (37th Ward)

West Augusta Boulevard, at 4229
(Handicapped Parking Permit 48126);

West Cortez Street, at 5524 (Handi-
capped Parking Permit 50476);

West Crystal Street, at 4103 (Handi-
capped Parking Permit 49584);

West Haddon Avenue, at 4325 (Handi-
capped Parking Permit 50485);

Alderman	Location And Distance
	North Lawler Avenue, at 1037(Handi-capped Parking Permit 48101);
	North Linder Avenue, at 1406 (Handi-capped Parking Permit 49143);
	North Lockwood Avenue, at 1443 (Handi-capped Parking Permit 48813);
	North Lockwood Avenue, at 1521 (Handi-capped Parking Permit 48896);
	North Lorel Avenue, at 1412 (Handi-capped Parking Permit 48096);
	North Lorel Avenue, at 1701 (post sign at 5320 West Wabansia Street) (Handi-capped Parking Permit 28239);
	North Lotus Avenue, at 1539 (Handi-capped Parking Permit 48109);
	West Potomac Avenue, at 4835 (Handi-capped Parking Permit 48846);
	West Potomac Avenue, at 5417 (Handi-capped Parking Permit 50066);
<i>ALLEN (38th Ward)</i>	West Cullom Avenue, at 5356 (post sign on North Long Avenue) (Handicapped Parking Permit 39009);
	West Giddings Street, at 6250 (Handi-capped Parking Permit 46596);
	North Mobile Avenue, at 4443 (Handi-capped Parking Permit 43625);
	West School Street, at 5455 (Handi-capped Parking Permit 49729);
<i>LAURINO (39th Ward)</i>	West Carmen Avenue, at 3405 (Handi-capped Parking Permit 52541);

10/4/2006

NEW BUSINESS PRESENTED BY ALDERMEN

88661

Alderman	Location And Distance
<i>O'CONNOR</i> (40 th Ward)	West Catalpa Avenue, at 2438 (Handi-capped Parking Permit 50227);
<i>DOHERTY</i> (41 st Ward)	West Berwyn Avenue, at 8646 (Handi-capped Parking Permit 47808); North Osceola Avenue, at 7236 (Handi-capped Parking Permit 50311); North Sayre Avenue, at 6425 (Handi-capped Parking Permit 47813);
<i>NATARUS</i> (42 nd Ward)	North DeWitt Place, at 900 (Handi-capped Parking Permit 46581);
<i>TUNNEY</i> (44 th Ward)	North Sheridan Road, at 3000 (post sign at 402 West Wellington Avenue) (Handicapped Parking Permit 29486);
<i>LEVAR</i> (45 th Ward)	West Gettysburg Street, at 5464 (Handi-capped Parking Permit 50097); North Leclair Avenue, at 4635 (Handi-capped Parking Permit 51623); West Winona Street, at 5010 (Handi-capped Parking Permit 50092);
<i>SHILLER</i> (46 th Ward)	North Pine Grove Avenue, at 3639, for a distance of 25 feet (Handicapped Parking Permit 48754);
<i>SCHULTER</i> (47 th Ward)	North Hermitage Avenue, at 3644 (Handicapped Parking Permit 48459);

Alderman	Location And Distance
<i>SCHULTER</i> For <i>M. SMITH</i> (48 th Ward)	North Hermitage Avenue, at 4620 (Handicapped Parking Permit 48461);
	West Winona Street, at 2220 (Handi- capped Parking Permit 48452);
<i>STONE</i> (50 th Ward)	West Norwood Street, at 1315 (Handi- capped Parking Permit 50901);
	North Mozart Street, at 6057 (Handi- capped Parking Permit 51746);
	North Richmond Avenue, at 6441 (Handicapped Parking Permit 51750);
	North Ridgeway Avenue, at 6211 (Handi- capped Parking Permit 51744);
	North Rockwell Street, at 7505 (Handi- capped Parking Permit 51749);
	North St. Louis Avenue, at 6216 (Handi- capped Parking Permit 51753);
	North Washtenaw Avenue, at 6615 (Handicapped Parking Permit 51751).

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
4420 NORTH ALBANY AVENUE.

Alderman Mell (33rd Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Albany Avenue, at 4420 (Handicapped Parking Permit 37779)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
5828 NORTH ARTESIAN AVENUE.

Alderman O'Connor (40th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Artesian Avenue, at 5828 (Handicapped Parking Permit 18305)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
2040 WEST BERTEAU AVENUE.

Alderman Schuler (47th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Berteau Avenue, at 2040 (Handicapped Parking Permit 28319)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
2448 WEST CATALPA AVENUE.

Alderman O'Connor (40th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Catalpa Avenue, at 2448 (Handicapped Parking Permit 17598)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
4346 WEST CORTEZ STREET.

Alderman Mitts (37th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Cortez Street, at 4346 (Handicapped Parking Permit 44614)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT 6120 -- 6122
AND 6124 -- 6126 NORTH DAMEN AVENUE.

Alderman O'Connor (40th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Damen Avenue, at 6120 -- 6122 and 6124 -- 6126 (Handicapped Parking Permit 19578)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
2109 WEST EASTWOOD AVENUE.

Alderman Schulter (47th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Eastwood Avenue, at 2109 (Handicapped Parking Permit 4844)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
3328 SOUTH EMERALD AVENUE.

Alderman Balcer (11th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Emerald Avenue, at 3328 (Handicapped Parking Permit 31558)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
4101 WEST FLETCHER STREET.

Alderman Suarez (31st Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Fletcher Street, at 4101 (Handicapped Parking Permit 19298)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
1633 WEST GLENLAKE AVENUE.

Alderman O'Connor (40th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Glenlake Avenue, at 1633 (Handicapped Parking Permit 31160)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
1836 WEST GRACE STREET.

Alderman Schulter (47th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Grace Street, at 1836 (Handicapped Parking Permit 17426)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
8152 SOUTH HARPER AVENUE.

Alderman Stroger (8th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Harper Avenue, at 8152 (Handicapped Parking Permit 27315)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
6237 WEST HOLBROOK STREET.

Alderman Levar (45th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Holbrook Street, at 6237 (Handicapped Parking Permit 17473)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
5653 SOUTH HOYNE AVENUE.

Alderman T. Thomas (15th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Hoyne Avenue, at 5653 (Handicapped Parking Permit 15233)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
2140 WEST IOWA STREET.

Alderman Matlak (32nd Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Iowa Street, at 2140 (Handicapped Parking Permit 4386)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
8337 SOUTH KERFOOT AVENUE.

Alderman Brookins (21st Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Kerfoot Avenue, at 8337 (Handicapped Parking Permit 31363)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
3420 NORTH KILDARE AVENUE.

Alderman Reboyras (30th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Kildare Avenue, at 3420 (Handicapped Parking Permit 11293)", which was *Referred to the Committee on Traffic Control and Safety*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
4923 SOUTH KNOX AVENUE.

Alderman Zalewski (23rd Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Knox Avenue, at 4923 (Handicapped Parking Permit 37113)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
6107 SOUTH KOLMAR AVENUE.

Alderman Olivo (13th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Kolmar Avenue, at 6107 (Handicapped Parking Permit 16457)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
5921 SOUTH KOMENSKY AVENUE.

Alderman Olivo (13th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Komensky Avenue, at 5921 (Handicapped Parking Permit 5782)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
1028 NORTH LAWLER AVENUE.

Alderman Mitts (37th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Lawler Avenue, at 1028 (Handicapped Parking Permit 16818)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
1036 NORTH LAWLER AVENUE.

Alderman Mitts (37th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Lawler Avenue, at 1036 (Handicapped Parking Permit 19325)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
734 NORTH LOCKWOOD AVENUE.

Alderman Mitts (37th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Lockwood Avenue, at 734 (Handicapped Parking Permit 4400)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
1307 NORTH LOREL AVENUE.

Alderman Mitts (37th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Lorel Avenue, at 1307 (Handicapped Parking Permit 27879)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
6632 SOUTH MAPLEWOOD AVENUE.

Alderman T. Thomas (15th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Maplewood Avenue, at 6632 (Handicapped Parking Permit 30124)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
1638 NORTH MASON AVENUE.

Alderman Carothers (29th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Mason Avenue, at 1638 (Handicapped Parking Permit 16066)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
4624 NORTH MONTICELLO AVENUE.

Alderman Mell (33rd Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Monticello Avenue, at 4624 (Handicapped Parking Permit 25651)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
3758 NORTH OLEANDER AVENUE.

Alderman Banks (36th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Oleander Avenue, at 3758 (Handicapped Parking Permit 6576)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
3534 SOUTH PAULINA STREET.

Alderman Balcer (11th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Paulina Street, at 3534 (Handicapped Parking Permit 6607)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
4849 WEST SUPERIOR STREET.

Alderman E. Smith (28th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Superior Street, at 4849 (Handicapped Parking Permit 44002)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
3045 SOUTH UNION AVENUE.

Alderman Balcer (11th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Union Avenue, at 3045 (Handicapped Parking Permit 16450)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES ON PORTION
OF NORTH WASHTENAW AVENUE.

Alderman Stone (50th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Washtenaw Avenue (east side) from West Jarlath Street to West Sherwin Avenue", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
244 WEST 24TH PLACE.

Alderman Balcer (11th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West 24th Street, at 244 (Handicapped Parking Permit 48218)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
1642 WEST 32ND STREET.

Alderman Balcer (11th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West 32nd Street, at 1642 (Handicapped Permit Parking)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
550 WEST 37TH STREET.

Alderman Balcer (11th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West 37th Street, at 550 (Handicapped Parking Permit 182192)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
6512 WEST 61ST STREET.

Alderman Zalewski (23rd Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West 61st Street, at 6512 (Handicapped Parking Permit 40702)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
5426 WEST 64TH STREET.

Alderman Olivo (13th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West 64th Street, at 5426 (Handicapped Permit Parking)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
2226 EAST 70TH PLACE.

Alderman Hairston (5th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "East 70th Place, at 2226 (Handicapped Parking Permit 13920)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
2628 WEST 87TH STREET.

Alderman Murphy (18th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West 87th Street, at 2628 -- tow-away zone", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
1333 WEST 98TH PLACE.

Alderman Brookins (21st Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West 98th Place, at 1333 (Handicapped Parking Permit 5978)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- ESTABLISHMENT OF PARKING PROHIBITION
AT ALL TIMES ON SPECIFIED DAYS AT
3427 WEST 37TH PLACE.

Alderman Cárdenas (12th Ward) presented a proposed ordinance to prohibit the parking of vehicles at 3427 West 37th Place (install sign in alleyway along west side of building, between West 37th Place and West 38th Street) to be in effect at all times Monday through Friday, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION DURING SPECIFIED HOURS ON
PORTION OF WEST KAMERLING AVENUE.

Alderman Mitts (37th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles during specified hours on portions of various public ways by striking the words: "West Kamerling Avenue (both sides) in the 5600 block, from North Central Avenue to the first alley east thereof", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- ESTABLISHMENT OF NO PARKING ZONE
AT 8320 SOUTH RACINE AVENUE.

Alderman Brookins (21st Ward) presented a proposed ordinance to establish a no parking zone on the east side of South Racine Avenue, at 8320 between 8300 -- 8400 South Racine Avenue, to be in effect from 7:00 A.M. to 9:00 A.M., Monday through Friday, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- ESTABLISHMENT OF NO PARKING/NO STANDING/
TOW-AWAY ZONE AT 80 EAST VAN BUREN STREET.

Alderman Haithcock (2nd Ward) presented a proposed ordinance to establish a no parking/no standing/tow-away zone on the east side of East Van Buren Street, at 80, to be in effect at all times, daily, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- ESTABLISHMENT OF RESERVED HANDICAPPED
PARKING AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to reserve parking of vehicles for use by handicapped motorists at all times and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location And Distance
TILLMAN (3 rd Ward)	South Dr. Martin Luther King, Jr. Drive, at 3800;
BALCER (11 th Ward)	West 28 th Street (north side) from South Halsted Street east to the alley;
CHANDLER (24 th Ward)	West Roosevelt Road, at 3440, for two parking spaces.

Referred -- ESTABLISHMENT OF RESIDENTIAL PERMIT
PARKING ZONES AT SPECIFIED LOCATIONS.

The aldermen named below presented a proposed ordinance and proposed orders to establish residential permit parking zones at the locations designated and for the

distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance And Time
HAITHCOCK (2 nd Ward)	East Cullerton Street (south side) at 213 -- 217, between South Indiana Avenue and South Prairie Avenue -- at all times;
LYLE (6 th Ward)	West 69 th Street, at 201 -- 251 -- 9:00 P.M. to 8:00 A.M. -- daily;
BEAVERS (7 th Ward)	South Marquette Avenue (both sides) in the 8500 block -- at all times -- daily;
BEALE (9 th Ward)	East 95 th Street, at 532 -- 548 -- 6:00 A.M. to 6:00 P.M. -- Monday through Friday; East 99 th Place, at 0 -- 59 -- 6:00 P.M. to 8:00 A.M. -- Monday through Friday;
CÁRDENAS (12 th Ward)	South Washtenaw Avenue (both sides) at 4500 -- 4559 -- at all times -- Monday through Friday;
OLIVO (13 th Ward)	West 58 th Place (both sides) in the 4000 block -- at all times -- daily;
BURKE (14 th Ward)	South Christiana Avenue, in the 5000 block (to include 5006 through 5032 and 4965 through 5045) at all times -- daily;

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NEW BUSINESS PRESENTED BY ALDERMEN

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Alderman	Location, Distance And Time
<i>TROUTMAN</i> (20 th Ward)	South Greenwood Avenue (both sides) in the 6200 block -- at all times -- daily; South Vernon Avenue (both sides) in the 6400 block (at 6400 -- 6499) at all times -- daily;
<i>BROOKINS</i> (21 st Ward)	South Paulina Street (both sides) in the 9100 block -- 7:30 A.M. to 6:00 P.M. -- Monday through Friday; West 92 nd Street, between South Marshfield Avenue and South Beverly Avenue;
<i>CHANDLER</i> (24 th Ward)	South Avers Avenue, in the 1900 -- 2100 blocks, between West Ogden Avenue and West 19 th Street -- 8:00 A.M. to 8:00 P.M. -- daily;
<i>OCASIO</i> (26 th Ward)	West Race Avenue (both sides) in the 1800 block -- 6:00 P.M. to 6:00 A.M. -- daily;
<i>BANKS</i> (36 th Ward)	West George Street (both sides) at 6532, between alleys east and west of North Neenah Avenue -- at all times -- daily; North Neva Avenue (both sides) in the 2900 block -- 6:00 P.M. to 8:00 A.M.;
<i>DOHERTY</i> (41 st Ward)	West Summerdale Avenue (both sides) in the 7000 block, from North Nottingham Avenue to North Mont Clare Avenue -- at all times -- daily.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
RESIDENTIAL PERMIT PARKING ZONE ON
PORTION OF NORTH CHESTER AVENUE.

Alderman Banks (36th Ward) presented a proposed ordinance to amend an ordinance passed May 5, 2004 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 22812) which established residential permit parking zones on portions of specified public ways by striking the words: "North Chester Avenue, in the 4600 block, from yellow corner markings, northwest corner of West Wilson Avenue (Zone 1128)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
RESIDENTIAL PERMIT PARKING ZONE ON PORTION
OF WEST BELLE PLAINE AVENUE.

Alderman Shiller (46th Ward) presented a proposed ordinance to amend an ordinance passed April 26, 2006 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 76031) which established residential permit parking zones on portions of specified public ways by striking the words: "West Belle Plaine Avenue, in the 900 block -- 6:00 P.M. to 6:00 A.M. -- daily (Zone 1303)" and inserting in lieu thereof: "West Belle Plaine Avenue, in the 900 block -- 6:00 P.M. to 6:00 A.M. -- daily (Zone 827)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
RESIDENTIAL PERMIT PARKING ZONE ON PORTION
OF NORTH CHESTER AVENUE AND
WEST WILSON AVENUE.

Alderman Banks (36th Ward) presented a proposed ordinance to amend an ordinance passed February 5, 2003 (*Journal of the Proceedings of the City Council*

of the City of Chicago, page 103808) which established residential permit parking zones on portions of specified public ways by striking the words: "8459 West Leland Avenue on North Chester Avenue -- at all times (Zone 1016)", which was Referred to the Committee on Traffic Control and Safety.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
RESIDENTIAL PERMIT PARKING ZONE ON PORTION
OF NORTH LOTUS AVENUE.

Alderman Suarez (31st Ward) presented a proposed ordinance to amend a previously passed ordinance which established residential permit parking zones on portions of specified public ways by striking the words: "North Lotus Avenue (both sides) in the 2800 block -- 5:00 P.M. to 7:00 P.M. -- daily" and inserting in lieu thereof: "North Lotus Avenue (both sides) in the 2800 block -- 5:00 P.M. to 7:00 A.M. -- daily", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
RESIDENTIAL PERMIT PARKING ZONE ON PORTION
OF NORTH MOBILE AVENUE.

Alderman Banks (36th Ward) presented a proposed ordinance to amend an ordinance passed February 5, 2003 (*Journal of the Proceedings of the City Council of the City of Chicago, page 103808*) which established residential permit parking zones on portions of specified public ways by striking the words: "North Mobile Avenue (both sides) in the 3200 block, between West School Street and West Belmont Avenue (3202 -- 3251 North Mobile Avenue) at all times (Zone 1000)" and inserting in lieu thereof: "North Mobile Avenue (both sides) in the 3200 block, between West School Street and the first alley north of West Belmont Avenue -- at all times (Zone 1000)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
RESIDENTIAL PERMIT PARKING ZONE ON PORTION
OF NORTH SEMINARY AVENUE.

Alderman Matlak (32nd Ward) presented a proposed ordinance to amend a previously passed ordinance which established residential permit parking zones on portions of specified public ways by striking the words: "North Seminary Avenue (both sides) in the 2700 block -- 6:00 P.M. to 12:00 Midnight -- at all times" and inserting in lieu thereof: "North Seminary Avenue (both sides) in the 2700 block -- 6:00 P.M. to 9:00 A.M. -- at all times", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
RESIDENTIAL PERMIT PARKING ZONE ON PORTION
OF NORTH SPRINGFIELD AVENUE.

Alderman Burnett (27th Ward) presented a proposed ordinance to amend a previously passed ordinance which established residential permit parking zones on portions of specified public ways by striking the words: "North Springfield Avenue, in the 800 block -- at all times -- daily", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
RESIDENTIAL PERMIT PARKING ZONE ON PORTION
OF NORTH STRONG STREET.

Alderman Doherty (41st Ward) presented a proposed ordinance to amend a previously passed ordinance which established residential permit parking zones on portions of specified public ways by striking the words: "North Strong Street, in the 7100 block -- at all times -- daily (Zone 1275)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- CONSIDERATION FOR EXTENSION OF RESIDENTIAL
PERMIT PARKING ZONES AT SPECIFIED LOCATIONS.

The aldermen named below presented a proposed ordinance and proposed orders to give consideration to the extension of residential permit parking at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location And Distance
<i>FLORES</i> (1 st Ward)	West Cortez Avenue (north side) in the 2500 block, in front of Saint Mark School (Zone 1158); North Wilmot Avenue (south side) in the 1900 block -- at all times -- daily (Zone 128);
<i>HAITHCOCK</i> (2 nd Ward)	South Wabash Avenue (west side) between East 26 th Street and East 27 th Street and East 26 th Street (south side) between South State Street and South Wabash Avenue (Zone 1211);
<i>OLIVO</i> (13 th Ward)	South Kolmar Avenue (both sides) from West 55 th Street to the first alley south thereof -- at all times (for residents of 4525 and 4535 West 55 th Street) (Zone 887);
<i>BANKS</i> (36 th Ward)	West Belden Avenue (north side) at 714 -- 738 -- 8:00 A.M. to 6:00 P.M. -- daily (Zone 26).

Referred -- DESIGNATION OF SERVICE DRIVES/DIAGONAL
PARKING AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to designate service drives and permit diagonal parking at the locations and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location And Distance
BALCER (11 th Ward)	South Senor Avenue (west side) on east side of building at 2601 South Archer Avenue;
REBOYRAS (30 th Ward)	North Monitor Avenue (east side) in the 2700 block, between West Diversey Avenue and the first alley south thereof;
SCHULTER For MOORE (49 th Ward)	West Estes Avenue (south side) at 1767, from North Clark Street to North Ravenswood Avenue (public benefit).

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
TOW-AWAY ZONE AT 1745 NORTH RICHMOND STREET.

Alderman Colón (35th Ward) presented a proposed ordinance to amend a previously passed ordinance which established tow-away zones on portions of specified public ways by striking the words: "North Richmond Street, at 1745 -- no parking tow-away zone -- 7:00 A.M. to 5:00 P.M. -- Monday through Friday" and inserting in lieu thereof: "North Richmond Street, at 1745 -- no parking loading zone -- 7:00 A.M. to 5:00 P.M. -- Monday through Friday", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- ESTABLISHMENT OF STANDING ZONES
AT DESIGNATED LOCATIONS.

The aldermen named below presented proposed ordinances to establish standing zones, with tow-away zones in effect after expiration of the limits indicated and require that vehicles have hazard lights activated while at the locations designated for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance And Time
<i>HAITHCOCK</i> (2 nd Ward)	West Taylor Street, at 1212, for a distance of 25 feet -- 15 minute limit -- 8:00 A.M. to 6:00 P.M. -- Monday through Saturday;
	South Wabash Avenue, at 2110 -- 2112, for a distance of 40 feet -- 15 minute limit -- 10:00 A.M. to 11:00 P.M. -- daily (valet);
<i>MATLAK</i> (32 nd Ward)	West Belmont Avenue, at 1501 -- 15 minute limit -- at all times -- Monday through Friday;
	West Concord Place, at 1348 -- 15 minute limit -- 10:00 A.M. to 7:00 P.M. -- Monday through Saturday and 11:00 A.M. to 4:00 P.M. -- Sunday;
	West Division Street, at 2108 -- 15 minute limit -- 7:00 A.M. to 7:00 P.M. -- Monday through Friday and 8:00 A.M. to 6:00 P.M. -- Saturday;
<i>TUNNEY</i> (44 th Ward)	North Clark Street, at 3473 -- 15 minute limit -- 10:00 A.M. to 7:00 P.M. -- daily;

Alderman

Location, Distance And Time

North Southport Avenue, at 3430 --
15 minute limit -- 2:00 P.M. to 8:00 P.M.
-- Monday through Saturday;

SHILLER (46th Ward)

North Broadway, at 3601, for a distance
of 25 feet -- 20 minute limit -- 9:00 A.M.
to 6:00 P.M. -- Monday through Friday
and 9:00 A.M. to 1:00 P.M. -- Saturday;

West Leland Avenue, at 1207, for a
distance of 25 feet -- 20 minute limit --
9:00 A.M. to 5:00 P.M. -- daily.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
FIFTEEN MINUTE STANDING ZONE ON PORTION
OF WEST CHESTNUT STREET.

Alderman Natarus (42nd Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on November 5, 2003 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 10781) which established fifteen minute standing zones on portions of specified public ways by striking the words: "West Chestnut Street (north side) from a point 20 feet west of North State Street, to a point 75 feet west thereof -- 15 minute limit -- unattended vehicles must have hazard lights activated -- 7:00 A.M. to 7:00 P.M. -- Monday through Saturday -- tow-away zone after 15 minutes" and inserting in lieu thereof: "West Chestnut Street (north side) from a point 20 feet west of North State Street, to a point 75 feet west thereof -- 15 minute disabled loading zone -- 7:00 A.M. to 7:00 P.M. -- Monday through Saturday", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
FIFTEEN MINUTE STANDING ZONE AT
1743 NORTH DAMEN AVENUE.

Alderman Matlak (32nd Ward) presented a proposed ordinance to amend a previously passed ordinance which established fifteen minute standing zones on portions of specified public ways by striking the words: "North Damen Avenue (east side) at 1743, from a point 68 feet south of West Willow Street, to a point 20 feet south thereof -- 15 minute limit -- unattended vehicles must have hazard lights activated -- 7:00 A.M. to 7:00 P.M. -- Monday through Saturday -- tow-away zone" and inserting in lieu thereof: " North Damen Avenue (east side) at 1743 -- 15 minute standing zone -- unattended vehicles must have hazard lights activated -- 7:00 A.M. to 7:00 P.M. -- Monday and 9:00 A.M. to 1:00 A.M. -- Tuesday through Sunday", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- CONSIDERATION FOR INSTALLATION OF TRAFFIC WARNING
SIGNS AND TRAFFIC CONTROL SIGNALS
AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances and proposed orders directing the Commissioner of Transportation to give consideration to the installation of traffic warning signs and automatic traffic control signals at the locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance and Time
FLORES (1 st Ward)	West Armitage Avenue, at North Stave Street -- "Do Not Block Intersection";
BEAVERS (7 th Ward)	South Luella Avenue, at East 78 th Street -- "Stop";
	East 77 th Street, at South Burnham Avenue -- "Stop";

Alderman	Location, Distance and Time
	East 78 th Street, at South Burnham Avenue -- "Stop";
	East 78 th Street, at South Marquette Avenue -- "Stop";
BEALE (9 th Ward)	South Wabash Avenue, at East 125 th Street -- "Stop";
CARDENAS (12 th Ward)	West 47 th Street, at South Oakley Avenue -- "Two-Way Stop";
OLIVO (13 th Ward)	West 64 th Street at South Long Avenue -- "Two-Way Stop";
L. THOMAS (17 th Ward)	South Princeton Avenue, at 7226 -- "Parking Prohibited At All Times -- Handicapped" (Parking Permit Number 50973);
	South Princeton Avenue, at 8048 "Parking Prohibited At All Times -- Handicapped" (Parking Permit Number 50897);
	West 73 rd Place, in the 1400 block -- "Residential Street Permit Parking -- No Parking At Any Time" -- daily (excluding holidays);
	West 73 rd Street, in the 1400 block -- "Residential Street Permit Parking -- No Parking At Any Time" -- daily (excluding holidays);
	West 74 th Street, in the 1400 block -- "Residential Street Permit Parking -- No Parking At Any Times" -- daily (excluding holidays);

10/4/2006

NEW BUSINESS PRESENTED BY ALDERMEN

88689

Alderman

Location, Distance and Time

West 74th Street in the 1500 block --
"Residential Street Permit Parking -- No
Parking At Any Time" -- daily (excluding
holidays);

ZALEWSKI (23rd Ward)

West 56th Street, at South Menard Avenue
-- "Stop";

SOLIS (25th Ward)

South Paulina Street, at West 16th Street
-- "Stop";

BURNETT (27th Ward)

West Carroll Avenue and North Laflin
Street -- "All-Way Stop";

West Chicago Avenue, at 220, between
North Franklin Street and North Wells
Street -- "No Parking Loading Zone --
8:00 P.M. To 4:00 A.M. -- Thursday
Through Saturday";

West Grand Avenue, at 721, between
North Halsted Street to North Union
Avenue -- "No Parking Loading Zone --
10:00 A.M. To 11:00 P.M. -- Daily";

North Milwaukee Avenue, at 544, between
West Grand Avenue and North Ohio
Street -- "No Parking Loading Zone --
9:00 A.M. To 9:00 P.M. -- Monday
Through Saturday";

West Randolph Street, at 807, between
North Halsted Street and North Green
Street -- "No Parking Loading Zone --
9:00 A.M. To 9:00 P.M. -- Monday
Through Saturday";

REBOYRAS (30th Ward)

North Kildare Avenue, at West McLean
Avenue -- "Stop";

Alderman	Location, Distance and Time
<i>COLÓN</i> (35 th Ward)	North Kildare Avenue, at West Shakespeare Avenue -- "Stop";
<i>ALLEN</i> (38 th Ward)	North Richmond Street (west side) at 1746 -- "No Parking -- Tow-Away Zone";
<i>O'CONNOR</i> (40 th Ward)	North School Street, at North Lockwood Avenue -- "Two-Way Stop";
<i>LEVAR</i> (45 th Ward)	West Devon Avenue and North Greenview Avenue -- "Three-Way Stop";
<i>SHILLER</i> (46 th Ward)	West Devon Avenue and North Greenview Avenue -- traffic control signals;
<i>LEVAR</i> (45 th Ward)	North Linder Avenue and West Windsor Avenue -- "All-Way Stop";
<i>SHILLER</i> (46 th Ward)	North Major Avenue and West Avondale Avenue -- "Stop";
<i>SHILLER</i> (46 th Ward)	North Marine Drive and West Leland Avenue -- "Stop";

Referred -- AMENDMENT OF ORDINANCE WHICH AUTHORIZED
ERECTION OF "STOP" SIGNS ON PORTION
OF SOUTH PERSHING ROAD.

Alderman Tillman (3rd Ward) presented a proposed ordinance which authorized the erection of traffic warning signs on portions of specified public ways by striking the words: "South Pershing Road, at the intersection of South Wells Street -- 'Stop'", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- CONSIDERATION FOR ERECTION OF "DO NOT LITTER"
SIGNS IN 6300 BLOCK OF NORTH HERMITAGE AVENUE.

Alderman O'Connor (40th Ward) presented a proposed order directing the Commissioner of Transportation to give consideration to the erection of "Do Not Litter" signs in the 6300 block of North Hermitage Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- REPEAL OF ORDINANCE WHICH AUTHORIZED
ERECTION OF "ALL-WAY STOP" SIGNS AT NORTH
CLARENDON AVENUE AND WEST
LELAND AVENUE.

Alderman Shiller (46th Ward) presented a proposed ordinance to repeal a previously passed ordinance which authorized the erection of "All-Way Stop" signs at North Clarendon Avenue and West Leland Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- REPEAL OF ORDINANCE WHICH AUTHORIZED
ERECTION OF "TWO-WAY STOP" SIGNS AT
WEST 26TH STREET AND SOUTH
NEWBERRY AVENUE.

Alderman Solis (25th Ward) presented a proposed ordinance to repeal a previously passed ordinance which authorized the erection of "Two-Way Stop" signs for east- and westbound traffic on West 16th Street and South Newberry Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- CONSIDERATION FOR REMOVAL OF "HANDICAPPED
PARKING" SIGN AT 7521 SOUTH HONORE STREET.

Alderman L. Thomas (17th Ward) presented a proposed order directing the Commissioner of Transportation to give consideration to the removal of the "Handicapped Parking" sign at 7521 South Honore Street (Handicapped Parking Permit 41280), which was *Referred to the Committee on Traffic Control and Safety*.

2. ZONING ORDINANCE AMENDMENTS.

Referred -- ZONING RECLASSIFICATIONS
OF PARTICULAR AREAS.

The aldermen named below presented sixteen proposed ordinances amending Title 17 of the Municipal Code of Chicago (Chicago Zoning Ordinance) for the purpose of reclassifying particular areas, which were *Referred to the Committee on Zoning*, as follows:

BY ALDERMAN BALCER (11th Ward):

To classify as a B1-2 Neighborhood Shopping District instead of a B1-2 Neighborhood Shopping District and a B3-2 Community Shopping District and further, to classify as Institutional Planned Development Number ___ the area shown on Map Number 8-G bounded by:

a line 75 feet south of and parallel to West 31st Street; South Halsted Street; a line 183 feet north of and parallel to West 33rd Street; and the alley next west of and parallel to South Halsted Street.

BY ALDERMAN COLEMAN (16th Ward):

To classify as an RT4 Residential Two-Flat, Townhouse and Multi-Unit District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 14-G bounded by:

West 58th Street; South Throop Street; a line 225 feet south of and parallel to West 58th Street; and the public alley next west of and parallel to South Throop Street.

To classify as an RT4 Residential Two-Flat, Townhouse and Multi-Unit District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 14-G bounded by:

West 59th Street; a line 107.5 feet east of and parallel to South Loomis Street; the public alley next south of and parallel to West 59th Street; and a line 82.5 feet west of and parallel to South Loomis Street.

To classify as an RT4 Residential Two-Flat, Townhouse and Multi-Unit District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 14-G bounded by:

a line 50 feet south of and parallel to the public alley south of and parallel to West 59th Street; the public alley next east of and parallel to South Ada Street; a line 75 feet south of and parallel to the public alley south of and parallel to West 59th Street; and South Ada Street.

To classify as an RT4 Residential Two-Flat, Townhouse and Multi-Unit District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 14-G bounded by:

a line 290 feet north of and parallel to West 59th Street; South Throop Street; a line 141 feet north of and parallel to West 59th Street; and a line 132.56 feet west of and parallel to South Throop Street.

To classify as an RT4 Residential Two-Flat, Townhouse and Multi-Unit District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 14-G bounded by:

a line 355.7 feet north of and parallel to West 60th Street; South Throop Street; a line 330.7 feet north of and parallel to West 60th Street; and the public alley next west of and parallel to South Throop Street.

BY ALDERMAN L. THOMAS (17th Ward):

To classify as an RS2 Residential Single-Unit (Detached House) District instead of a C1-1 Neighborhood Commercial District the area shown on Map Number 18-G bounded by:

the public alley next north of and parallel to West 74th Street; South Loomis Boulevard; West 74th Street; and a line 250 feet west of and parallel to South Loomis Boulevard.

BY ALDERMAN OCASIO (26th Ward):

To classify as an RS2 Residential Single-Unit (Detached House) District instead of a B3-3 Community Shopping District and RM5 Residential Multi-Unit District the area shown on Map Number 3-I bounded by:

a line 100 feet south of and parallel to West Hirsch Street; the public alley next north east of and parallel to North California Avenue; West Evergreen Avenue; and North California Avenue.

BY ALDERMAN SUAREZ (31st Ward):

To classify as a B1-1 Neighborhood Shopping District instead of a C2-1 Motor Vehicle-Related Commercial District and B3-1 Community Shopping District the area shown on Map Number 7-L bounded by:

West Diversey Avenue; North Lockwood Avenue; the public alley south of and parallel to West Diversey Avenue; and North Long Avenue.

To classify as a B1-1 Neighborhood Shopping District instead of a B3-1 Community Shopping District the area shown on Map Number 7-L bounded by:

West Diversey Avenue; North Long Avenue; the public alley next south of and parallel to West Diversey Avenue; and North Linder Avenue.

To classify as a B1-1 Neighborhood Shopping District instead of a B3-1 Community Shopping District the area shown on Map Number 7-L bounded by:

the public alley next north of and parallel to West Diversey Avenue; North Long Avenue; West Diversey Avenue; and North Lotus Avenue.

BY ALDERMAN ALLEN (38th Ward):

To classify as a B3-1 Community Shopping District instead of a C1-1 Neighborhood Commercial District the area shown on Map Number 11-K bounded by:

the public alley next north of and parallel to West Irving Park Road; North Kilbourn Avenue; West Irving Park Road; and a line 45 feet east of and parallel to North Kolmar Avenue.

To classify as a B3-1 Community Shopping District instead of a C1-1 Neighborhood Commercial District the area shown on Map Number 11-K bounded by:

a line 59 feet north of and parallel to West Irving Park Road; a line 151.91 feet east of and parallel to North Lowell Avenue; West Irving Park Road; and North Lowell Avenue.

BY ALDERMAN NATARUS (42nd Ward):

To classify as Institutional/Transportation Planned Development Number 677, as amended, instead of Institutional/Transportation Planned Development Number 677 and a POS-1 District the area shown on Map Numbers 1-E and 2-E bounded by:

East Randolph Street; a line 725.3 feet east of North Columbus Drive (as measured along the south line of East Randolph Street and perpendicular thereto); East Monroe Drive; South Lake Shore Drive; the centerline of East Van Buren Street as extended east where no street exists; South Michigan Avenue; East Jackson Drive; South Columbus Drive; East Monroe Drive; and South/North Michigan Avenue.

BY ALDERMAN STONE (50th Ward):

To classify as an RS3 Residential Single-Unit (Detached House) District instead of a B1-2 Neighborhood Shopping District the area shown on Map Number 17-H bounded by:

West Touhy Avenue; North Ridge Boulevard; West Estes Avenue; and the public alley next west of and parallel to North Ridge Boulevard.

To classify as an RS4 Residential Single-Unit (Detached House) District instead of a RT4 Residential Two-Flat, Townhouse and Multi-Unit District the area shown on Map Number 17-H bounded by:

West Touhy Avenue; the public alley next west of and parallel to North Ridge Boulevard; the public alley next south of and parallel to West Touhy Avenue; and North Bell Avenue.

3. CLAIMS.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

The aldermen named below presented ninety proposed claims against the City of Chicago for the claimants named as noted, respectively, which were *Referred to the Committee on Finance*, as follows:

Alderman	Claimant
<i>FLORES</i> (1 st Ward)	True Lofts Condominium Association; 2000 West Haddon Condominium Association; 2143 West Wellington Condominium Association (2); 2935 North Clybourn Condominium Association (2);
<i>HAITHCOCK</i> (2 nd Ward)	Prairie House at Central Station; Printers Row Condominium Association; Printers Row Lofts Condominium Association (2); The Residences at 950 West Monroe; 1819 South Michigan Avenue Condominium Association;
<i>HAIRSTON</i> (5 th Ward)	Midway View Apartment Building Corporation;

10/4/2006

NEW BUSINESS PRESENTED BY ALDERMEN

88697

Alderman

Claimant

	6901 South Oglesby Avenue Corporation (2);
<i>LYLE</i> (6 th Ward)	Lafayette Plaza Housing Cooperative;
<i>RUGAI</i> (19 th Ward)	Ms. Geraldine Godfrey;
<i>MATLAK</i> (32 nd Ward)	Bucktown Flats Condominium Association (2);
<i>MELL</i> (33 rd Ward)	Bernard Court Condominium; Sunnyside Condominium Association;
<i>COLÓN</i> (35 th Ward)	2837 -- 2839 North Sawyer Condominium Association;
<i>ALLEN</i> (38 th Ward)	3853 Condominium Association; 5002 Newport Condominium Association;
<i>LAURINO</i> (39 th Ward)	5815 North Spaulding Condominium Association;
<i>O'CONNOR</i> (40 th Ward)	Arthurs Court Condominium Association; Granville Syndicate; LaFontana Condominium Association;

Alderman

Claimant

DOHERTY (41st Ward)

Pratt Shore Condominium Association;

Birch Tree Manor Number 5
Condominium Association;Bridgeview Garden Condominium
Association;

Cassiel Condominium Association;

Devon Place Condominium Association;

Edgewood Manor III Condominium
Association;

Edison Villa Condominium;

Mansard House;

Mason Manor Condominium;

Northwest Point Condominium
Association North;Norwood Court Condominium
Association;Norwood Manor Condominium
Association (3);5147 -- 5151 North East River Road.
Condominium Association;5155 -- 5159 North East River Road
Condominium Association;6831 North Northwest Highway
Condominium Association;

10/4/2006

NEW BUSINESS PRESENTED BY ALDERMEN

88699

Alderman

Claimant

	6853 -- 6855 North Olmsted Condominium Association;
	8727 West Bryn Mawr Place Condominium Association;
<i>NATARUS</i> (42 nd Ward)	The Heritage at Millennium Park; One Magnificent Mile Condominium Association; Plaza 440 Condominium Association; 253 East Delaware Condominium Association;
<i>DALEY</i> (43 rd Ward)	The Churchill;
<i>TUNNEY</i> (44 th Ward)	336 Wellington Condominium Association;
<i>LEVAR</i> (45 th Ward)	Jefferson Place Condominium Association (3); Mayfair Court Condominium Association (3); Daniel and JoAnne Smolen;
<i>SHILLER</i> (46 th Ward)	Imperial Towers Condominium Association; Malden Suites Condominium Association; Park Harbor Condominium Association;

Alderman

Claimant

Waveland Courts Condominium
Association;

Willowmere Condominium Association;

Winona Court Condominium
Association;

Winona Terrace Condominium
Association;

629 -- 631 West Sheridan Road
Condominium Association;

720 Gordon Terrace Condominium
Association;

3550 Condominium Association;

4603 North Racine Condominium
Association;

4704 -- 4706 North Kenmore
Condominium Association;

4728 North Malden Condominium
Association;

SCHULTER (47th Ward)

Giddings Corner Condominium;

Giddings Place Condominium
Association;

Monaco Condominium;

Ravensview Townhome Association;

Vintage Condominium Association;

10/4/2006

NEW BUSINESS PRESENTED BY ALDERMEN

88701

Alderman

Claimant

M. SMITH (48th Ward)

Wilson Paulina Cooperative Association;
4744 Paulina Condominium Association;

Ardmore Square Condominium
Association;

Rosedale Condominium Association;

MOORE (49th Ward)

The Castle Condominiums;

The Elms in Rogers Park;

Jonquil Commons Condominium;

Suites on the Lake Condominium
Association;

1529 -- 1537 West Farwell
Condominium;

1634 -- 1636 West Greenleaf
Condominium Association;

6822 -- 6828 North Greenview
Condominium Association;

STONE (50th Ward)

6500 North Ridge Condominium
Association.

4. UNCLASSIFIED MATTERS.

(Arranged In Order According To Ward Number)

Proposed ordinances, orders and resolutions were presented by the aldermen

named below, respectively, and were acted upon by the City Council in each case in the manner noted, as follows:

Presented By

ALDERMAN FLORES (1st Ward):

*Referred -- GRANTS OF PRIVILEGE TO SUNDRY
APPLICANTS FOR VARIOUS PURPOSES.*

Two proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Crown Properties of Illinois, L.L.C. -- to maintain and use four balconies adjacent to 1521 West Haddon Avenue; and

R & S Food & Liquor -- to maintain and use one sign adjacent to 2425 West Diversey Avenue.

*Referred -- EXEMPTION OF VARIOUS APPLICANTS FROM
PHYSICAL BARRIER REQUIREMENT PERTAINING
TO ALLEY ACCESSIBILITY FOR SPECIFIED
PARKING FACILITIES.*

Also, two proposed ordinances to exempt the applicants listed from the physical barrier requirement pertaining to alley accessibility for the parking facilities adjacent to the locations specified, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Hispanic Housing Development Corporation -- 2634 -- 2654 West North Avenue;
and

Multistate Transmissions -- 2328 West Nelson Street.

10/4/2006

NEW BUSINESS PRESENTED BY ALDERMEN

88703

Referred -- PERMISSION TO HOLD SIDEWALK SALE
AT 1433 -- 1435 NORTH MILWAUKEE AVENUE.

Also, a proposed order directing the Commissioner of Transportation to grant permission to Minneapolis Ragstock Company to conduct a sidewalk sale at 1433 -- 1435 North Milwaukee Avenue on September 30, October 1, 2 and 8, 2006, which was *Referred to the Committee on Special Events and Cultural Affairs*.

Referred -- PERMISSION TO PARK PICKUP TRUCKS
AND/OR VANS AT SPECIFIED LOCATIONS.

Also, two proposed orders directing the Commissioner of Transportation to grant permission to the applicants listed below to park pickup trucks and/or vans at the locations specified, in accordance with the provisions of Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Ms. Meghan Bell -- 2609 West Thomas Street; and

Mr. Jose Mandujano -- 2139 North Maplewood Avenue.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO CONSTRUCT, MAINTAIN AND USE CANOPY
AT 1736 WEST DIVISION STREET.

Also, a proposed order authorizing the Director of Business Affairs and Licensing to issue a permit to Alliance Bakery to construct, maintain and use one canopy to be attached or attached to the building or structure at 1736 West Division Street, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- APPROVAL OF PROPERTIES AT 3106 AND 3130 -- 3150
NORTH CAMPBELL AVENUE/2501 WEST BELMONT AVENUE
AS CLASS 6(b) AND ELIGIBLE FOR COOK
COUNTY TAX INCENTIVES.

Also, two proposed resolutions to approve the properties at 3106 and 3130 -- 3150
North Campbell Avenue/2501 West Belmont Avenue as eligible for Class 6(b) tax
incentives under the Cook County Real Property Classification Ordinance, which were
Referred to the Committee on Economic, Capital and Technology Development.

Presented By

ALDERMAN HAITHCOCK (2nd Ward):

Referred -- EXEMPTION OF THE MISSIONARIES OF CHARITIES
FROM CITY FEES UNDER NOT-FOR-PROFIT STATUS.

A proposed ordinance providing The Missionaries of Charities with inclusive
exemption, under its not-for-profit status, from all city fees related to the erection and
maintenance of the building at 115 North Oakley Avenue for a one year period not to
exceed November 15, 2007, which was *Referred to the Committee on Finance.*

Referred -- AUTHORIZATION FOR DONATION OF
AMBULANCE TO REPUBLIC OF HAITI.

Also, a proposed ordinance authorizing the Commissioner of Fleet Management to
enter into and execute such documents as may be necessary to effectuate the
donation of an obsolete ambulance, free of any liens and encumbrances in an "as is"

10/4/2006

NEW BUSINESS PRESENTED BY ALDERMEN

88705

condition, to the Republic of Haiti, which was *Referred to the Committee on Police and Fire.*

*Referred -- GRANTS OF PRIVILEGE TO SUNDRY
APPLICANTS FOR VARIOUS PURPOSES.*

Also, two proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Continental Assurance Company -- to construct, install, maintain and use two structural projections adjacent to 333 South Wabash Avenue; and

System Parking Inc. -- to maintain and use three kiosks adjacent to 500 West Monroe Street.

*Referred -- EXEMPTION OF EAST LAKE/WEST END HOME
OWNERSHIP, L.L.C. FROM PHYSICAL BARRIER
REQUIREMENT PERTAINING TO ALLEY
ACCESSIBILITY FOR SPECIFIED
PARKING FACILITIES.*

Also, two proposed ordinances to exempt East Lake/West End Home Ownership, L.L.C. from the physical barrier requirement pertaining to alley accessibility for the parking facilities adjacent to 300 -- 306 and 338 -- 344 South Western Avenue, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO INSTALL SIGN/SIGNBOARD AT
310 SOUTH RACINE AVENUE.

Also, a proposed order directing the Commissioner of Buildings to issue a permit to Prime Media, Inc. to install a sign/signboard at 310 South Racine Avenue, which was *Referred to the Committee on Buildings*.

Presented By

ALDERMAN TILLMAN (3rd Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO INSTALL SIGN/SIGNBOARD AT
1422 WEST 47TH STREET.

A proposed order directing the Commissioner of Buildings to issue a permit to Doyle Signs, Inc. to install a sign/signboard at 1422 West 47th Street, which was *Referred to the Committee on Buildings*.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO CONSTRUCT, MAINTAIN AND USE CANOPY
AT 1221 WEST 47TH STREET.

Also, a proposed order authorizing the Director of Business Affairs and Licensing to issue a permit to La Barca to construct, maintain and use one canopy to be attached or attached to the building or structure at 1221 West 47th Street, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN LYLE (6th Ward):

Referred -- GRANT OF PRIVILEGE TO G & F PRODUCE
TO MAINTAIN AND USE SPACE ADJACENT TO
7141 SOUTH STATE STREET.

A proposed ordinance to grant permission and authority to G & F Produce to maintain and use a portion of the public way for display of merchandise adjacent to 7141 South State Street, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- EXEMPTION OF VARIOUS APPLICANTS FROM
PHYSICAL BARRIER REQUIREMENT PERTAINING
TO ALLEY ACCESSIBILITY FOR SPECIFIED
PARKING FACILITIES.

Also, two proposed ordinances to exempt the applicants listed from the physical barrier requirement pertaining to alley accessibility for the parking facilities adjacent to the locations specified, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Walgreens -- 347 East 95th Street; and

Wesley U.M.C. -- 201 East 95th Street.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO CONSTRUCT, MAINTAIN AND USE CANOPY
AT 7141 SOUTH STATE STREET.

Also, a proposed order authorizing the Director of Business Affairs and Licensing to issue a permit to G & F Produce to construct, maintain and use one canopy to be

attached or attached to the building or structure at 7141 South State Street, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN BEAVERS (7th Ward):

Referred -- AMENDMENT OF ORDINANCE WHICH GRANTED PERMISSION TO JCDECAUX CHICAGO, L.L.C. FOR CONSTRUCTION OF BUS PASSENGER SHELTERS AT VARIOUS LOCATIONS WITHIN SEVENTH WARD.

A proposed ordinance to amend an ordinance passed by the City Council on January 16, 2003 and printed on pages 102289 and 102290 of the *Journal of the Proceedings of the City Council of the City of Chicago* which granted permission to JCDecaux Chicago, L.L.C. to construct bus passenger shelters at various locations within the 7th Ward, by including additional locations for the construction of said shelters, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO CONSTRUCT, MAINTAIN AND USE CANOPY AT 2500 EAST 79TH STREET.

Also, a proposed order authorizing the Director of Business Affairs and Licensing to issue a permit to Smokehouse Steak & Lemonade to construct, maintain and use one canopy to be attached or attached to the building or structure at 2500 East 79th Street, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

**ALDERMAN BEAVERS (7th Ward)
And OTHERS:**

Referred -- AMENDMENT OF TITLE 2, CHAPTER 92, SECTIONS 030
AND 670 OF MUNICIPAL CODE OF CHICAGO CONCERNING
CITY CONTRACTORS' BOND AND MODIFICATION OF
DEFINITION OF "ECONOMICALLY DISADVANTAGED".

A proposed ordinance, presented by Aldermen Beavers, Lyle, Cárdenas, Muñoz, Carothers and Suarez, to amend Title 2, Chapter 92, Sections 030 and 670 of the Municipal Code of Chicago by requiring a contractor's bond in an amount not less than the greater of \$100,000.00 or ten percent for those city contracts involving the expenditure of more than \$100,000.00 for any public work, construction or improvement project and further, by modifying the definition of "economically disadvantaged" within the M.B.E./W.B.E. construction program to include individuals with personal net worth of less than \$2,000,000, adjusted annually for inflation, which was *Referred to the Committee on the Budget and Government Operations*.

Presented By

ALDERMAN STROGER (8th Ward):

Referred -- EXEMPTION OF CLASSIC AUTO REBUILDERS INC.
FROM PHYSICAL BARRIER REQUIREMENT PERTAINING
TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES
FOR 8583 SOUTH SOUTH CHICAGO AVENUE.

A proposed ordinance to exempt Classic Auto Rebuilders Inc. from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 8583 South South Chicago Avenue, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN POPE (10th Ward):

Referred -- GRANTS OF PRIVILEGE TO SUNDRY
APPLICANTS TO MAINTAIN AND USE SIGNS
AT VARIOUS LOCATIONS.

Two proposed ordinances to grant permission and authority to the applicants listed to maintain and use signs adjacent to the locations specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Prado Travel Agency -- for one sign adjacent to 10603 South Ewing Avenue; and

U.P. Travel -- for one sign adjacent to 10510 South Ewing Avenue.

Referred -- AMENDMENT OF ORDINANCE WHICH GRANTED
PERMISSION TO JCDECAUX CHICAGO, L.L.C. FOR
CONSTRUCTION OF BUS PASSENGER SHELTERS
AT VARIOUS LOCATIONS WITHIN TENTH WARD.

Also, a proposed ordinance to amend an ordinance passed by the City Council on June 23, 2004 and printed on pages 27273 and 27276 -- 27278 of the *Journal of the Proceedings of the City Council of the City of Chicago* which granted permission to JCDecaux Chicago, L.L.C. to construct bus passenger shelters at various locations within the 10th Ward, by including an additional location at East 105th Street and South Torrence Avenue for the construction of a shelter, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO CONSTRUCT, MAINTAIN AND USE CANOPY
AT 10114 SOUTH EWING AVENUE.

Also, a proposed order authorizing the Director of Business Affairs and Licensing to issue a permit to Celikas Expo to construct, maintain and use one canopy to be

attached or attached to the building or structure at 10114 South Ewing Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN BALCER (11th Ward):

Referred -- AUTHORIZATION FOR DONATION OF AMBULANCE AND FIRE TRUCK TO CITY OF LA CEIBA, HONDURAS.

A proposed ordinance authorizing the Commissioner of Fleet Management to enter into and execute such documents as may be necessary to effectuate the donation of an obsolete ambulance and fire truck, free of any liens and encumbrances in an "as is" condition, to the City of La Ceiba, Honduras, which was *Referred to the Committee on Police and Fire.*

Referred -- GRANTS OF PRIVILEGE TO ZHOU B CAFE FOR VARIOUS PURPOSES.

Also, two proposed ordinances to grant permission and authority to Zhou B Café to maintain and use four banners and one sign adjacent to 1029 West 35th Street, which were *Referred to the Committee on Transportation and Public Way.*

Referred -- AMENDMENT OF ORDINANCE WHICH GRANTED PERMISSION TO JCDECAUX CHICAGO, L.L.C. FOR CONSTRUCTION OF BUS PASSENGER SHELTERS AT VARIOUS LOCATIONS WITHIN ELEVENTH WARD.

Also, a proposed ordinance to amend an ordinance passed by the City Council on March 10, 2004 and printed on pages 20025 and 20027 of the *Journal of the*

Proceedings of the City Council of the City of Chicago which granted permission to JCDecaux Chicago, L.L.C. to construct bus passenger shelters at various locations within the 11th Ward, by including additional locations for the construction of said shelters, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS
TO CONSTRUCT, MAINTAIN AND USE CANOPIES
AT SPECIFIED LOCATIONS.

Also, two proposed orders authorizing the Director of Business Affairs and Licensing to issue permits to the applicants listed to construct, maintain and use canopies to be attached or attached to the buildings or structures at the locations specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Catchers Inn -- for one canopy at 901 West 35th Street; and

Zhou B Café -- for four canopies adjacent to 1029 West 35th Street.

Presented By

ALDERMAN CÁRDENAS (12th Ward):

Referred -- GRANT OF PRIVILEGE TO BIRRIERIA LA TAPATIA DE
OCOTLAN TO MAINTAIN AND USE SIGN ADJACENT TO
2861 WEST CERMAK ROAD.

A proposed ordinance to grant permission and authority to Birrieria La Tapatia De Ocotlan to maintain and use one sign adjacent to 2861 West Cermak Road, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- PERMISSION FOR CONDUCT OF MEXICAN CULTURAL
FESTIVAL AND RODEO AT WEST 26TH STREET AND SOUTH
ROCKWELL STREET ON SPECIFIED DATES.

Also, three proposed orders authorizing the Director of Revenue to grant permission to the applicants listed to conduct a Mexican Cultural Festival and Rodeo in California Health Park at West 26th Street and South Rockwell Street, during the hours of 12:00 Noon to 9:00 P.M. on the dates specified, which were *Referred to the Committee on Special Events and Cultural Affairs*.

Plaza Garibaldi/Fiestas De Septiembre/Ms. Norma Martinez/Firm Entertainment, Inc. -- September 17, 2006;

Plaza Garibaldi/SoloCon Invitacion/Ms. Norma Martinez/Firm Entertainment, Inc. -- September 24, 2006; and

Plaza Garibaldi/Latin Grammy Street Party/Ms. Norma Martinez/Firm Entertainment, Inc. -- October 8, 2006.

Referred -- PERMISSION TO PARK PICKUP TRUCKS
AND/OR VANS AT SPECIFIED LOCATIONS.

Also, two proposed orders directing the Commissioner of Transportation to grant permission to the applicants listed to park pickup trucks and/or vans at the locations specified, in accordance with the provisions of Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Mr. Jorge L. Perez -- 2721 West 24th Street; and

Mr. Raul Toledo -- 4102 South Maplewood Avenue.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS
TO CONSTRUCT, MAINTAIN AND USE CANOPIES
AT SPECIFIED LOCATIONS.

Also, two proposed orders authorizing the Director of Business Affairs and Licensing to issue permits to the applicants listed to construct, maintain and use canopies to

be attached or attached to the buildings or structures at the locations specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Birrieria La Tapatia De Ocotlan -- for one canopy at 2861 West Cermak Road; and
Makia Food -- for one canopy at 2458 South California Avenue.

Presented By

ALDERMAN OLIVO (13th Ward):

*Referred -- PERMISSION TO PARK PICKUP TRUCKS
AND/OR VANS AT SPECIFIED LOCATIONS.*

Seven proposed orders directing the Commissioner of Transportation to grant permission to the applicants listed to park pickup trucks and/or vans at the locations specified, in accordance with the provisions of Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Mr. Juan M. Delgadillo -- 5938 South Kenneth Avenue;

Mr. Juan S. Garcia -- 7243 South Ridgeway Avenue;

Mr. Miguel A. Garcia -- 7144 South Central Park Avenue;

Mr. Daniel J. Graber -- 5810 South Keeler Avenue;

Mr. Douglas S. Lukaszewski -- 6028 South Tripp Avenue;

Mr. Ricardo Perez -- 6055 South Kostner Avenue; and

Ms. Elva Rojas -- 4118 West 58th Street.

Presented By

ALDERMAN BURKE (14th Ward):

Referred -- GRANTS OF PRIVILEGE TO SUNDRY
APPLICANTS FOR VARIOUS PURPOSES.

Three proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Big Tonys Pizza 2 -- to maintain and use one sign adjacent to 3732 West 59th Street;

The Zemsky Corp. -- to maintain and use one structural projection adjacent to 4181 South Archer Avenue; and

4500 South Kolin L.L.C. -- to construct, install, maintain and use space adjacent to 4500 South Kolin Avenue.

Referred -- AMENDMENT OF ORDINANCE WHICH GRANTED
PERMISSION TO JCDECAUX CHICAGO, L.L.C. FOR
CONSTRUCTION OF BUS PASSENGER SHELTERS
AT VARIOUS LOCATIONS WITHIN
FOURTEENTH WARD.

Also, a proposed ordinance to amend an ordinance passed by the City Council on March 5, 2003 and printed on pages 105315 -- 105316 of the *Journal of the Proceedings of the City Council of the City of Chicago* which granted permission to JCDecaux Chicago, L.L.C. to construct bus passenger shelters at various locations within the 14th Ward, by including additional locations for the construction of said shelters, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS
TO CONSTRUCT, MAINTAIN AND USE CANOPIES
AT SPECIFIED LOCATIONS.

Also, five proposed orders authorizing the Director of Business Affairs and Licensing to issue permits to the applicants listed to construct, maintain and use canopies to be attached or attached to the buildings or structures at the locations specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Mr. Mario Avilez -- for two canopies at 2959 West Pershing Road;

Big Tonys Pizza 2 -- for one canopy at 3732 West 59th Street;

Carniceria La Gloria -- for one canopy at 2551 -- 2553 West 51st Street;

Carnitas Don Rafa Inc. -- for three canopies at 4619 South Kedzie Avenue; and

Ms. Louise Fabisiewicz -- for one canopy at 4341 South Archer Avenue.

Presented By

**ALDERMAN BURKE (14th Ward),
ALDERMAN LAURINO (39th Ward) And
ALDERMAN FLORES (1st Ward):**

Referred -- CITY COUNCIL COMMITTEE ON FINANCE, COMMITTEE ON
ECONOMIC, CAPITAL AND TECHNOLOGY DEVELOPMENT AND
COMMITTEE ON AVIATION URGED TO CONDUCT JOINT
MEETINGS CONCERNING WIRELESS INTERNET
SERVICE AND ACCESS AT CHICAGO O'HARE
AND MIDWAY INTERNATIONAL AIRPORTS.

A proposed resolution urging the Committee on Finance, Committee on Economic, Capital and Technology Development and the Committee on Aviation to hold joint meetings and invite the city's Chief Information Officer, the Commissioner of Aviation and the representatives from Concourse Development Group, L.L.C. and Authentium, Inc., to discuss current and proposed measures to ensure the security and quality of wireless fidelity Internet service and access at O'Hare and Midway Airports, which

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was Referred to a Joint Committee comprised of the members of the Committee on Finance, the members of the Committee on Economic, Capital and Technology Development and the members of the Committee on Aviation.

Presented By

**ALDERMAN BURKE (14th Ward),
ALDERMAN LAURINO (39th Ward) And
ALDERMAN MELL (33rd Ward):**

Referred -- AUTHORIZATION FOR ALLOCATION OF FUNDS
FOR BROADCASTING CITY COUNCIL MEETINGS
VIA STREAMING VIDEO.

A proposed order authorizing the Director of the Office of Budget and Management to allocate funding for a project to broadcast City Council meetings via streaming video and accessible by the public through the City Clerk's website, and further, urging the Committee on Finance, the Committee on Economic, Capital and Technology Development and the Committee on Committees, Rules and Ethics to conduct hearings for updates on the status of such project, including cost-benefit analysis and foreseeable obstacles to the implementation of the project, which was *Referred to a Joint Committee comprised of the members of the Committee on Finance, the members of the Committee on Economic, Capital and Technology Development and the members of the Committee on Committees, Rules and Ethics.*

Presented By

ALDERMAN T. THOMAS (15th Ward):

Referred -- EXEMPTION OF HOLY CROSS HOSPITAL FROM
CITY FEES UNDER NOT-FOR-PROFIT STATUS.

A proposed ordinance providing the Holy Cross Hospital with inclusive exemption, under its not-for-profit status, from all city fees related to the erection and

maintenance of building(s) and fuel storage facilities at 2701 West 68th Street for a one year period not to exceed November 15, 2007, which was *Referred to the Committee on Finance.*

*Referred -- GRANT OF PRIVILEGE TO TAE HENG CHO
TO MAINTAIN AND USE SIGN ADJACENT
TO 2532 WEST 63RD STREET.*

Also, a proposed ordinance to grant permission and authority to Tae Heng Cho to maintain and use one sign adjacent to 2532 West 63rd Street, which was *Referred to the Committee on Transportation and Public Way.*

*Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO CONSTRUCT, MAINTAIN AND USE CANOPY
AT 2532 WEST 63RD STREET.*

Also, a proposed order authorizing the Director of Business Affairs and Licensing to issue a permit to Tae Heng Cho to construct, maintain and use one canopy to be attached or attached to the building or structure at 2532 West 63rd Street, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN COLEMAN (16th Ward):

*Referred -- EXEMPTION OF COMMUNITY SERVICE CENTER
FROM CITY FEES UNDER NOT-FOR-PROFIT STATUS.*

A proposed ordinance providing Community Service Center with inclusive exemption, under its not-for-profit status, from payment of Burglar Alarm warrants

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and other city fees for a one year period not to exceed November 30, 2007, which was *Referred to the Committee on Finance.*

Referred -- GRANT OF PRIVILEGE TO WHITEWATER 24 HOUR
LAUNDRY, INC. TO MAINTAIN AND USE SIGN
ADJACENT TO 2641 WEST 59TH STREET.

Also, a proposed ordinance to grant permission and authority to Whitewater 24 Hour Laundry, Inc. to maintain and use one sign adjacent to 2641 West 59th Street, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- EXEMPTION OF SHERMAN ELEMENTARY SCHOOL
FROM PHYSICAL BARRIER REQUIREMENT PERTAINING
TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES
FOR 1000 WEST 52ND STREET.

Also, a proposed ordinance to exempt Sherman Elementary School from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 1000 West 52nd Street, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN L. THOMAS (17th Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO CONSTRUCT, MAINTAIN AND USE CANOPY
AT 7757 SOUTH HALSTED STREET.

A proposed order authorizing the Director of Business Affairs and Licensing to issue a permit to Neils Food Inc. to construct, maintain and use one canopy to be

attached or attached to the building or structure at 7757 South Halsted Street, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN MURPHY (18th Ward):

*Referred -- PERMISSION TO PARK PICKUP TRUCK
AT 3721 WEST 80TH STREET.*

A proposed order directing the Commissioner of Transportation to grant permission to Mr. Melvin Blackmon to park his pickup truck at 3721 West 80th Street, in accordance with the provisions of Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago, which was *Referred to the Committee on Traffic Control and Safety.*

Presented By

ALDERMAN RUGAI (19th Ward):

*Referred -- AMENDMENT OF ORDINANCE WHICH GRANTED
PERMISSION TO JCDECAUX CHICAGO, L.L.C. FOR
CONSTRUCTION OF BUS PASSENGER
SHELTERS AT VARIOUS LOCATIONS
WITHIN NINETEENTH WARD.*

A proposed ordinance to amend an ordinance passed by the City Council on March 9, 2005 and printed on pages 44286 -- 44290 of the *Journal of the Proceedings of the City Council of the City of Chicago* which granted permission to JCDecaux Chicago, L.L.C. to construct bus passenger shelters at various locations within the 19th Ward, by including additional locations for the construction of said shelters, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AUTHORIZATION FOR ISSUANCE OF
PERMIT TO INSTALL SIGN/SIGNBOARD AT
10301 SOUTH SAWYER AVENUE.

Also, a proposed order directing the Commissioner of Buildings to issue a permit to Olympic Signs, Inc. to install a sign/signboard at 10301 South Sawyer Avenue, which was *Referred to the Committee on Buildings*.

Presented By

ALDERMAN TROUTMAN (20th Ward):

Referred -- GRANT OF PRIVILEGE TO RETAIL BAKERY LABAGUETTE
NUMBER 4 TO MAINTAIN AND USE SIGN ADJACENT
TO 1657 WEST 47TH STREET.

A proposed ordinance to grant permission and authority to Retail Bakery Labaguette Number 4 to maintain and use one sign adjacent to 1657 West 47th Street, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- AMENDMENT OF ORDINANCE WHICH GRANTED
PERMISSION TO JCDECAUX CHICAGO, L.L.C. FOR
CONSTRUCTION OF BUS PASSENGER
SHELTERS AT VARIOUS LOCATIONS
WITHIN TWENTIETH WARD.

Also, a proposed ordinance to amend an ordinance passed by the City Council on March 9, 2005 and printed on pages 44292 -- 44295 of the *Journal of the Proceedings of the City Council of the City of Chicago* which granted permission to JCDecaux Chicago, L.L.C. to construct bus passenger shelters at various locations within the 20th Ward, by including an additional location at East 60th Street and

South Cottage Grove Avenue for the construction of said shelter, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN BROOKINS (21st Ward):

*Referred -- GRANTS OF PRIVILEGE TO SUNDRY
APPLICANTS FOR VARIOUS PURPOSES.*

Two proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Meyer Industrial Container -- to maintain and use one manhole/sample basin adjacent to 610 West 81st Street; and

Ruby & The Jewel Box Lounge -- to maintain and use one sign adjacent to 9042 South Ashland Avenue.

*Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS TO
OLYMPIC SIGNS, INC. TO INSTALL SIGNS/SIGNBOARDS
AT VARIOUS LOCATIONS.*

Also, two proposed orders directing the Commissioner of Buildings to issue permits to Olympic Signs, Inc. to install signs/signboards at the locations specified, which were *Referred to the Committee on Buildings*, as follows:

8700 South Lafayette Avenue -- one sign/signboard measuring 326 square feet;
and

8900 South Lafayette Avenue -- one sign/signboard measuring 326 square feet.

Referred -- CONSIDERATION FOR HONORARY DESIGNATION
OF PORTION OF WEST 97TH STREET AS
"HONORARY HERMAN CALLOWAY, SR".

Also, a proposed order directing the Commissioner of Transportation to give consideration to honorarily designate that portion of West 97th Street, from South Harvard Avenue to South Eggleston Avenue, as "Honorary Herman Calloway, Sr.", which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN MUÑOZ (22nd Ward):

Referred -- GRANTS OF PRIVILEGE TO SUNDRY
APPLICANTS FOR VARIOUS PURPOSES.

Two proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Century 21 Lagunas -- to maintain and use one sign adjacent to 3440 West 26th Street; and

Supermercado La Chiquita Number 4 IN -- to maintain and use one building projection adjacent to 2637 South Pulaski Road.

Referred -- PERMISSION TO PARK PICKUP TRUCKS
AND/OR VANS AT SPECIFIED LOCATIONS.

Also, three proposed orders directing the Commissioner of Transportation to grant permission to the applicants listed below to park pickup trucks and/or vans at the locations specified, in accordance with the provisions of Title 9, Chapter 64,

Section 170(a) of the Municipal Code of Chicago, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Mr. David Gutierrez -- 3016 South Drake Avenue;

Mr. Isidro Perez -- 2536 South Ridgeway Avenue; and

Mr. Benjamin Rojas -- 3115 South Hamlin Avenue.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO CONSTRUCT, MAINTAIN AND USE CANOPY
AT 3442 WEST 26TH STREET.

Also, a proposed order authorizing the Director of Business Affairs and Licensing to issue a permit to Dollar Express Inc. to construct, maintain and use one canopy to be attached or attached to the building or structure at 3442 West 26th Street, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN ZALEWSKI (23rd Ward):

Referred -- GRANT OF PRIVILEGE TO MIDWAY SHOPPING CENTER
L.L.C. TO MAINTAIN AND USE STRUCTURAL PROJECTIONS
ADJACENT TO 5109 SOUTH PULASKI ROAD.

A proposed ordinance to grant permission and authority to Midway Shopping Center to maintain and use two structural projections adjacent to 5109 South Pulaski Road, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- AMENDMENT OF ORDINANCE WHICH GRANTED
PERMISSION TO JCDECAUX CHICAGO, L.L.C.
FOR CONSTRUCTION OF BUS PASSENGER
SHELTERS AT VARIOUS LOCATIONS
WITHIN TWENTY-THIRD WARD.

Also, a proposed ordinance to amend an ordinance passed by the City Council on March 9, 2005 and printed on pages 44296 -- 44300 of the *Journal of the Proceedings of the City Council of the City of Chicago* which granted permission to JCDecaux Chicago, L.L.C. to construct bus passenger shelters at various locations within the 23rd Ward, by including an additional location at South Mayfield Avenue and South Archer Avenue for the construction of a shelter, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- STANDARDIZATION OF 4500 BLOCK OF SOUTH LAWLER
AVENUE AS "MOTHER LULA G. SIMMONS PLACE".

Also, a proposed ordinance directing the Commissioner of Transportation to take the necessary action for standardization of the 4500 block of South Lawler Avenue as "Mother Lula G. Simmons Place", which was *Referred to the Committee on Transportation and Public Way*.

Referred -- PERMISSION TO PARK PICKUP TRUCKS
AND/OR VANS AT SPECIFIED LOCATIONS.

Also, two proposed orders directing the Commissioner of Transportation to grant permission to the applicants listed below to park pickup trucks and/or vans at the locations specified, in accordance with the provisions of Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Mr. Krzysztof Bujanowicz -- 5437 South Tripp Avenue; and

Mr. Patrick Franklin -- 6122 South McVicker Avenue.

Presented By

ALDERMAN CHANDLER (24th Ward):

Referred -- AMENDMENT OF ORDINANCE WHICH GRANTED
PERMISSION TO JCDECAUX CHICAGO, L.L.C. FOR
CONSTRUCTION OF BUS PASSENGER SHELTERS
AT VARIOUS LOCATIONS WITHIN
TWENTY-FOURTH WARD.

A proposed ordinance to amend an ordinance passed by the City Council on March 31, 2004 and printed on pages 21627 -- 21629 of the *Journal of the Proceedings of the City Council of the City of Chicago* which granted permission to JCDecaux Chicago, L.L.C. to construct bus passenger shelters at various locations within the 24th Ward, by including additional locations for the construction of said shelters, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- EXEMPTION OF VARIOUS APPLICANTS FROM
PHYSICAL BARRIER REQUIREMENT PERTAINING
TO ALLEY ACCESSIBILITY FOR SPECIFIED
PARKING FACILITIES.

Also, three proposed ordinances to exempt the applicants listed from the physical barrier requirement pertaining to alley accessibility for the parking facilities adjacent to the locations specified, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way*, as follows:

A & E Construction -- 3624 -- 3630 West Roosevelt Road;

Redeemed Tabernacle C.O.G.I.C. -- 1340 South Pulaski Road; and

Spaulding and Trumbull, L.P. -- 1424 -- 1428 South Trumbull Avenue and 1310 -- 1316 South Spaulding Avenue.

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Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO CONSTRUCT, MAINTAIN AND USE CANOPY
AT 3144 -- 3148 WEST CERMAK ROAD.

Also, a proposed order authorizing the Director of Business Affairs and Licensing to issue a permit to PHD Electronics Inc. to construct, maintain and use one canopy to be attached or attached to the building or structure at 3144 -- 3148 West Cermak Road, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN SOLIS (25th Ward):

Referred -- GRANTS OF PRIVILEGE TO SUNDRY
APPLICANTS FOR VARIOUS PURPOSES.

Nine proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Chicago University Commons, L.L.C. -- to construct, install, maintain and use ten concrete area wells adjacent to 1111 -- 1151 West 14th Place;

Chicago University Commons, L.L.C. -- to construct, install, maintain and use ten concrete area wells adjacent to 1110 -- 1150 West 15th Street;

Chicago University Commons, L.L.C. -- to construct, install, maintain and use two catch basins adjacent to 1011 West 14th Place;

Chicago University Commons, L.L.C. -- to construct, install, maintain and use nine catch basins adjacent to 1111 -- 1151 West 14th Place;

Chicago University Commons, L.L.C. -- to construct, install, maintain and use one sewer line adjacent to 1110 -- 1150 West 15th Street;

Chicago University Commons, L.L.C. -- to construct, install, maintain and use one water main adjacent to 1011 West 14th Place;

Chicago University Commons, L.L.C. -- to construct, install, maintain and use one water main adjacent to 1110 -- 1150 West 15th Street;

Ignotz's Ristorante -- to maintain and use one sign adjacent to 2421 South Oakley Avenue; and

Lina Food & Liquor, Inc. -- to maintain and use one sign adjacent to 2228 South Archer Avenue.

Referred -- AMENDMENT OF ORDINANCE WHICH GRANTED
PERMISSION TO JCDECAUX CHICAGO, L.L.C.
FOR CONSTRUCTION OF BUS PASSENGER
SHELTERS AT VARIOUS LOCATIONS
WITHIN TWENTY-FIFTH WARD.

Also, a proposed ordinance to amend an ordinance passed by the City Council on March 10, 2004 and printed on pages 20031 -- 20033 of the *Journal of the Proceedings of the City Council of the City of Chicago* which granted permission to JCDecaux Chicago, L.L.C. to construct bus passenger shelters at various locations within the 25th Ward, by including additional locations for the construction of said shelters, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- EXEMPTION OF EL VALOR FROM PHYSICAL
BARRIER REQUIREMENT PERTAINING TO ALLEY
ACCESSIBILITY FOR PARKING FACILITIES
FOR 1848 WEST 21ST STREET.

Also, a proposed ordinance to exempt El Valor from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 1848 West 21st Street,

pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS, FREE OF CHARGE, AND WAIVER OF FEES IN CONJUNCTION WITH ZOPPE FAMILY CIRCUS EVENT.

Also, a proposed order authorizing the Director of Revenue to issue, free of charge, Tent Erection Permits and all other permits, and waive fees in conjunction with the Zoppe Family Circus event to be held in Dvorak Park at 1119 West Cullerton Street for the period extending October 4 through October 8, 2006, which was *Referred to the Committee on Special Events and Cultural Affairs.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS TO CONSTRUCT, MAINTAIN AND USE CANOPIES AT SPECIFIED LOCATIONS.

Also, eight proposed orders authorizing the Director of Business Affairs and Licensing to issue permits to the applicants listed to construct, maintain and use canopies to be attached or attached to the buildings or structures at the locations specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Bacchanalia Restaurant and Lounge -- for one canopy at 2413 South Oakley Avenue;

Jazmin Flowers -- for one canopy at 1414 West 18th Street;

Kenya's Salon -- for one canopy at 1916 West Cermak Road;

Liz Salon and Supplies -- for one canopy at 1012 West 18th Street;

Liz Unisex Beauty Salon -- for one canopy at 1724 West 18th Street;
Panaderia Nuevo Leon -- for one canopy at 1634 West 18th Street;
Sabor Latino Restaurant -- for eight canopies at 1236 West 18th Street; and
Taqueria Tayahua -- for one canopy at 2411 South Western Avenue.

Presented By

ALDERMAN OCASIO (26th Ward):

Referred -- EXEMPTION OF VARIOUS APPLICANTS FROM
CITY FEES UNDER NOT-FOR-PROFIT STATUS.

Two proposed ordinances providing inclusive exemption from all city fees to the applicants listed under their not-for-profit status, for the purposes specified, which were *Referred to the Committee on Finance*, as follows:

Logan Square Boys and Girls Club, 3228 West Hubbard Street -- related to sidewalk sales for the period ending December 31, 2007; and

Viva Family Health Center, 2516 West Division Street -- related to the erection and maintenance of the building for a period ending November 15, 2007.

Referred -- EXEMPTION OF MS. JANNETH JARAMILLO, M.D. S.C.
FROM PHYSICAL BARRIER REQUIREMENT PERTAINING
TO ALLEY ACCESSIBILITY FOR PARKING
FACILITIES FOR 2608 -- 2610
WEST DIVISION STREET.

Also, a proposed ordinance to exempt Janneth Jaramillo, M.D. S.C. from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 2608 -- 2610 West Division Street, pursuant to the provisions of Title 10,

Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN BURNETT (27th Ward):

*Referred -- GRANTS OF PRIVILEGE TO SUNDRY
APPLICANTS FOR VARIOUS PURPOSES.*

Three proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Amore Ristorante -- to maintain and use one windscreen adjacent to 1330 West Madison Street;

Baba Palace -- to maintain and use one sign adjacent to 334 West Chicago Avenue; and

Oggi Trattoria & Caffè -- to construct, install, maintain and use four planters adjacent to 1378 West Grand Avenue.

*Referred -- AUTHORIZATION FOR VACATION OF PORTION
OF NORTH GREEN STREET IN AREA BOUNDED
BY WEST FRY STREET, NORTH HALSTED
STREET, WEST CHICAGO AVENUE
AND NORTH PEORIA STREET.*

Also, a proposed ordinance authorizing the vacation of a portion of North Green Street in the area bounded by West Fry Street, North Halsted Street, West Chicago Avenue and North Peoria Street, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- EXEMPTION OF MS. SONIA OSPINA/CHICAGO HOUSING
AUTHORITY FROM PHYSICAL BARRIER REQUIREMENT
PERTAINING TO ALLEY ACCESSIBILITY
FOR PARKING FACILITIES FOR
825 NORTH HUDSON AVENUE.

Also, a proposed ordinance to exempt Sonia Ospina/Chicago Housing Authority from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 825 North Hudson Avenue, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO CONSTRUCT, MAINTAIN AND USE CANOPY
AT 1514 -- 1516 NORTH WELLS STREET.

Also, a proposed order authorizing the Director of Business Affairs and Licensing to issue a permit to Topo Grigio Ristorante to construct, maintain and use one canopy to be attached or attached to the building or structure at 1514 -- 1516 North Wells Street, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN E. SMITH (28th Ward):

Referred -- GRANTS OF PRIVILEGE TO SUNDRY
APPLICANTS FOR VARIOUS PURPOSES.

Two proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Los Tres Molcajetes -- to maintain and use one sign adjacent to 2716 West Cermak Road; and

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NEW BUSINESS PRESENTED BY ALDERMEN

88733

Pic & Pay -- to maintain and use two light fixtures adjacent to 4912 West Madison Street.

Referred -- CITY COUNCIL COMMITTEE ON HEALTH URGED
TO CONDUCT HEARINGS ON OUTBREAK
OF FOOD-BORNE ILLNESSES.

Also, a proposed resolution urging the Committee on Health to conduct hearings to investigate the causes and prevention of food-borne illnesses, including E. Coli bacteria, which was *Referred to the Committee on Health*.

Referred -- DECLARATION OF NOVEMBER, 2006 AS
CHRONIC OBSTRUCTIVE PULMONARY DISEASE
AWARENESS MONTH IN CHICAGO.

Also, a proposed resolution declaring the month of November, 2006 as Chronic Obstructive Pulmonary Disease Awareness Month in Chicago, and advocating public education and awareness for the prevention, detection and management of Chronic Obstructive Pulmonary Disease, which was *Referred to the Committee on Health*.

Presented By

ALDERMAN CAROTHERS (29th Ward):

Referred -- RECOGNITION OF LORETTO HOSPITAL AS
NOT-FOR-PROFIT CORPORATION.

A proposed ordinance recognizing Loretto Hospital, 645 South Central Avenue, as a not-for-profit corporation, operating exclusively for charitable, educational and scientific purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, which was *Referred to the Committee on Finance*.

Referred -- GRANTS OF PRIVILEGE TO SUNDRY
APPLICANTS FOR VARIOUS PURPOSES.

Also, three proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Island Convenience, Inc. -- to maintain and use one sign adjacent to 5960 West Roosevelt Road;

Loretto Hospital -- to construct, install, maintain and use two planters adjacent to 645 South Central Avenue; and

Mario's Butcher Shop Food Center -- to maintain and use five light fixtures adjacent to 5817 West Madison Street.

Referred -- PERMISSION TO PARK PICKUP TRUCK AND/
OR VAN AT 2112 NORTH MARMORA AVENUE.

Also, a proposed order authorizing the Director of Revenue to grant permission to Mr. David Cruz to park his pickup truck and/or van at 2112 North Marmora Avenue, in accordance with the provisions of Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO CONSTRUCT, MAINTAIN AND USE CANOPY
AT 5960 WEST ROOSEVELT ROAD.

Also, a proposed order authorizing the Director of Business Affairs and Licensing to issue a permit to Island Convenience, Inc. to construct, maintain and use one canopy to be attached or attached to the building or structure at 5960 West Roosevelt Road, which was *Referred to the Committee on Transportation and Public Way*.

10/4/2006

NEW BUSINESS PRESENTED BY ALDERMEN

88735

Presented By

ALDERMAN REBOYRAS (30th Ward):

Referred -- EXEMPTION OF MURRAY'S DISCOUNT AUTO PARTS
FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO
ALLEY ACCESSIBILITY FOR PARKING FACILITIES FOR
3333 NORTH MILWAUKEE AVENUE.

A proposed ordinance to exempt Murray's Discount Auto Parts from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 3333 North Milwaukee Avenue, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS TO
CONSTRUCT, MAINTAIN AND USE CANOPIES
AT SPECIFIED LOCATIONS.

Also, three proposed orders authorizing the Director of Business Affairs and Licensing to issue permits to the applicants listed to construct, maintain and use canopies to be attached or attached to the buildings or structures at the locations specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Candace Dollar Plus Inc. -- for one canopy at 3937 West North Avenue;

Iglesia Mision Del Valle -- for one canopy at 4325 West Armitage Avenue; and

Jenin Telecard Alliance -- for one canopy at 3078 North Milwaukee Avenue.

Presented By

ALDERMAN SUAREZ (31st Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS
TO CONSTRUCT, MAINTAIN AND USE CANOPIES
AT SPECIFIED LOCATIONS.

Two proposed orders authorizing the Director of Business Affairs and Licensing to issue permits to the applicants listed to construct, maintain and use canopies to be attached or attached to the buildings or structures at the locations specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Da Wash Hand Car Wash -- for one canopy at 3012 North Pulaski Road; and

Lily's Bridal & Gifts -- for one canopy at 3246 North Pulaski Road.

Presented By

ALDERMAN MATLAK (32nd Ward):

Referred -- EXEMPTION OF 2639 NORTH ASHLAND, L.L.C. FROM
PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY
ACCESSIBILITY FOR PARKING FACILITIES FOR
2639 -- 2641 NORTH ASHLAND AVENUE.

A proposed ordinance to exempt 2639 North Ashland, L.L.C. from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 2639 -- 2641 North Ashland Avenue, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

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NEW BUSINESS PRESENTED BY ALDERMEN

88737

Referred -- PERMISSION TO PARK PICKUP TRUCKS
AND/OR VANS AT SPECIFIED LOCATIONS.

Also, three proposed orders directing the Commissioner of Transportation to grant permission to the applicants listed to park pickup trucks and/or vans at the locations specified, in accordance with the provisions of Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Mr. Rodrigo Martinez -- 1809 North Winchester Avenue;

Mr. Derek Paschal -- 2035 West Augusta Boulevard; and

Mr. Chris Salzman -- 2752 North Seminary Avenue.

Presented By

ALDERMAN MELL (33rd Ward):

Referred -- GRANT OF PRIVILEGE TO EL ROSCOE, L.L.C. TO
CONSTRUCT, INSTALL, MAINTAIN AND USE BALCONIES
ADJACENT TO 3028 WEST ROSCOE STREET.

A proposed ordinance to grant permission and authority to El Roscoe, L.L.C. to construct, install, maintain and use six balconies adjacent to 3028 West Roscoe Street, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- EXEMPTION OF ARDENT CONSTRUCTION GROUP
FROM PHYSICAL BARRIER REQUIREMENT PERTAINING
TO ALLEY ACCESSIBILITY FOR SPECIFIED
PARKING FACILITIES.

Also, three proposed ordinances to exempt Ardent Construction Group from the physical barrier requirement pertaining to alley accessibility for the parking facilities adjacent to the locations specified, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way*, as follows:

4110 North California Avenue;

4114 North California Avenue; and

4118 North California Avenue.

Referred -- AMENDMENT OF ORDINANCE WHICH GRANTED
PERMISSION TO JCDECAUX CHICAGO, L.L.C. FOR
CONSTRUCTION OF BUS PASSENGER SHELTERS
AT VARIOUS LOCATIONS WITHIN
THIRTY-THIRD WARD.

Also, a proposed ordinance to amend an ordinance passed by the City Council on June 9, 1999 and printed on pages 5442 -- 5453 of the *Journal of the Proceedings of the City Council of the City of Chicago* which granted permission to JCDecaux Chicago, L.L.C. to construct bus passenger shelters at various locations within the 33rd Ward, by including additional locations for the construction of said shelters, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- STANDARDIZATION OF PORTION OF WEST
SUNNYSIDE AVENUE AS "TABOR WAY".

Also, a proposed ordinance directing the Commissioner of Transportation to take the necessary action for standardization of that portion of the north side of West Sunnyside Avenue from 3532 to 3550 as "Tabor Way", which was *Referred to the Committee on Transportation and Public Way*.

Referred -- PERMISSION TO PARK PICKUP TRUCK AND/OR
VAN AT 3905 NORTH ALBANY AVENUE.

Also, a proposed order directing the Commissioner of Transportation to grant permission to Mr. Robert Ryan to park his pickup truck and/or van at 3905 North Albany Avenue, in accordance with the provisions of Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO CONSTRUCT, MAINTAIN AND USE CANOPY
AT 3824 NORTH KEDZIE AVENUE.

Also, a proposed order authorizing the Director of Business Affairs and Licensing to issue a permit to Mi Rinconcito to construct, maintain and use one canopy to be attached or attached to the building or structure at 3824 North Kedzie Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN AUSTIN (34th Ward):

Referred -- AMENDMENT OF ORDINANCE WHICH GRANTED
PERMISSION TO JCDECAUX CHICAGO, L.L.C. FOR
CONSTRUCTION OF BUS PASSENGER SHELTERS
AT VARIOUS LOCATIONS WITHIN
THIRTY-FOURTH WARD.

A proposed ordinance to amend an ordinance passed by the City Council on June 23, 2004 and printed on pages 27292 -- 27294 of the *Journal of the Proceedings of the City Council of the City of Chicago* which granted permission to JCDecaux Chicago, L.L.C. to construct bus passenger shelters at various locations within the 34th Ward, by including additional locations for the construction of said shelters, which was *Referred to the Committee on Transportation and Public Way*.



Presented By

ALDERMAN COLÓN (35th Ward):

Referred -- GRANT OF PRIVILEGE TO MIRABELL RESTAURANT
TO MAINTAIN AND USE SIGNS ADJACENT TO
3454 WEST ADDISON STREET.

A proposed ordinance to grant permission and authority to Mirabell Restaurant to maintain and use two signs adjacent to 3454 West Addison Street, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- EXEMPTION OF VARIOUS APPLICANTS FROM
PHYSICAL BARRIER REQUIREMENT PERTAINING
TO ALLEY ACCESSIBILITY FOR SPECIFIED
PARKING FACILITIES.

Also, three proposed ordinances to exempt the applicants listed from the physical barrier requirement pertaining to alley accessibility for the parking facilities adjacent to the locations specified, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Hudson Development -- 2405 -- 2411 North Milwaukee Avenue;

Restruction General Contractors -- 2504 North Willets Court; and

Restruction General Contractors -- 2510 North Willets Court.

Referred -- PERMISSION TO PARK PICKUP TRUCK AND/OR
VAN AT 2331 NORTH MONTICELLO AVENUE.

Also, a proposed order directing the Commissioner of Transportation to grant permission to Mr. Jose Marungo to park his pickup truck and/or van at 2331 North Monticello Avenue, in accordance with the provisions of Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago, which was *Referred to the Committee on Traffic Control and Safety*.

Presented By

ALDERMAN BANKS (36th Ward):

Referred -- AMENDMENT OF ORDINANCE WHICH GRANTED
PERMISSION TO JCDECAUX CHICAGO, L.L.C. FOR
CONSTRUCTION OF BUS PASSENGER SHELTERS
AT VARIOUS LOCATIONS WITHIN
THIRTY-SIXTH WARD.

A proposed ordinance to amend an ordinance passed by the City Council on March 10, 2004 and printed on pages 20031 and 20034 -- 20036 of the *Journal of the Proceedings of the City Council of the City of Chicago* which granted permission to JCDecaux Chicago, L.L.C. to construct bus passenger shelters at various locations within the 36th Ward, by including additional locations for the construction of said shelters, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN MITTS (37th Ward):

Referred -- GRANTS OF PRIVILEGE TO SUNDRY
APPLICANTS FOR VARIOUS PURPOSES.

Two proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

NYC Fried Chicken -- to maintain and use two planters adjacent to 4152 West Chicago Avenue; and

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NEW BUSINESS PRESENTED BY ALDERMEN

88743

Vanity Lounge -- to maintain and use one sign adjacent to 5005 West North Avenue.

Presented By

ALDERMAN ALLEN (38th Ward):

Referred -- GRANT OF PRIVILEGE TO OUR LADY OF THE
RESURRECTION TO MAINTAIN AND USE PLANTERS
ADJACENT TO 5645 WEST ADDISON STREET.

A proposed ordinance to grant permission and authority to Our Lady of the Resurrection to maintain and use two planters adjacent to 5645 West Addison Street, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- AMENDMENT OF ORDINANCE WHICH GRANTED
PERMISSION TO JCDECAUX CHICAGO, L.L.C. FOR
CONSTRUCTION OF BUS PASSENGER SHELTERS
AT VARIOUS LOCATIONS WITHIN
THIRTY-EIGHTH WARD.

Also, a proposed ordinance to amend an ordinance passed by the City Council on June 23, 2004 and printed on pages 27296 and 27299 -- 27301 of the *Journal of the Proceedings of the City Council of the City of Chicago* which granted permission to JCDecaux Chicago, L.L.C. to construct bus passenger shelters at various locations within the 38th Ward, by including additional locations for the construction of said shelters, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN LAURINO (39th Ward):

Referred -- AMENDMENT OF ORDINANCE WHICH GRANTED
PERMISSION TO JCDECAUX CHICAGO, L.L.C. FOR
CONSTRUCTION OF BUS PASSENGER SHELTERS
AT VARIOUS LOCATIONS WITHIN
THIRTY-NINTH WARD.

A proposed ordinance to amend an ordinance passed by the City Council on January 16, 2003 and printed on pages 102307 -- 102308 of the *Journal of the Proceedings of the City Council of the City of Chicago* which granted permission to JCDecaux Chicago, L.L.C. to construct bus passenger shelters at various locations within the 39th Ward, by including additional locations for the construction of said shelters, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN O'CONNOR (40th Ward):

Referred -- EXEMPTION OF VARIOUS APPLICANTS FROM
CITY FEES UNDER NOT-FOR-PROFIT STATUS.

Two proposed ordinances providing inclusive exemption from all city fees to the applicants listed below, under their not-for-profit status, related to the erection and maintenance of buildings and fuel storage facilities at the locations specified, which were *Referred to the Committee on Finance*, as follows:

Lawrence Hall Youth Services, 4833 North Francisco Avenue -- for a one year period beginning December 31, 2006 and ending December 30, 2007; and

Lester & Rosalie Anixter Center, various locations -- for a one year period beginning November 16, 2006 and ending November 15, 2007.

Referred -- AMENDMENT OF ORDINANCE WHICH AUTHORIZED
EXEMPTION OF LOYOLA LANDINGS L.L.C. FROM PROVISIONS
REQUIRING BARRIERS AS A PREREQUISITE TO PROHIBIT
ALLEY INGRESS AND EGRESS TO PARKING FACILITIES
FOR 6308 NORTH BROADWAY.

Also, a proposed ordinance to amend an ordinance passed by the City Council on September 13, 2006 and printed in the *Journal of the Proceedings of the City Council of the City of Chicago*, page 84864, which authorized exemption of Loyola Landings L.L.C. from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 6308 North Broadway, by modification of the street address from 6308 North Broadway to 6306 North Broadway, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- AMENDMENT OF ORDINANCE WHICH GRANTED
PERMISSION TO JCDECAUX CHICAGO, L.L.C. FOR
CONSTRUCTION OF BUS PASSENGER SHELTERS
AT VARIOUS LOCATIONS WITHIN
FORTIETH WARD.

Also, a proposed ordinance to amend an ordinance passed by the City Council on June 23, 2004 and printed on pages 27296 and 27299 -- 27301 of the *Journal of the Proceedings of the City Council of the City of Chicago* which granted

permission to JCDecaux Chicago, L.L.C. to construct bus passenger shelters at various locations within the 40th Ward, by including an additional location West Foster Avenue and North California Avenue for the construction of a shelter, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- EXEMPTION OF MR. SPIRO ARSENIS FROM PHYSICAL
BARRIER REQUIREMENT PERTAINING TO ALLEY
ACCESSIBILITY FOR PARKING FACILITIES FOR
4809 NORTH CALIFORNIA AVENUE.

Also, a proposed ordinance to exempt Mr. Spiro Arsenis from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 4809 North California Avenue, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN DOHERTY (41st Ward):

Referred -- GRANTS OF PRIVILEGE TO SUNDRY APPLICANTS
TO MAINTAIN AND USE SIGNS AT VARIOUS LOCATIONS.

Two proposed ordinances to grant permission and authority to the applicants listed to maintain and use signs at the locations specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Fried Rice Express -- for one sign at 7108 West Higgins Avenue; and

Inga Hair Studio, Ltd. -- for one sign at 7118 West Higgins Avenue.

Referred -- PERMISSION TO CLOSE TO TRAFFIC
PORTIONS OF SPECIFIED PUBLIC WAYS
FOR SCHOOL PURPOSES.

Also, three proposed orders directing the Commissioner of Transportation to grant permission to Ebinger School/Ms. Marilyn LeBoy, Principal, to close to traffic portions of specified public ways on all school days for the 2006 -- 2007 school year during the hours of 8:30 A.M. to 9:00 A.M. and 2:30 P.M. to 3:00 P.M., for school purposes, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

the alley (7355 west) adjacent to the west side of the school, from West Pratt Avenue to West Farwell Avenue;

West Farwell Avenue (7300 -- 7355 West Farwell Avenue) from North Octavia Avenue to the alley; and

West Pratt Avenue (7300 -- 7355 West Pratt Avenue) from North Odell Avenue to North Oketo Avenue.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO CONSTRUCT, MAINTAIN AND USE CANOPY
AT 7108 WEST HIGGINS AVENUE.

Also, a proposed order authorizing the Director of Business Affairs and Licensing to issue a permit to Fried Rice Express to construct, maintain and use one canopy to be attached or attached to the building or structure at 7108 West Higgins Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN NATARUS (42nd Ward):

Referred -- CORRECTION OF JOURNAL OF THE PROCEEDINGS
OF THE CITY COUNCIL OF THE CITY OF CHICAGO.

Two proposed ordinances to correct the Journal of the Proceedings of the City Council of the City of Chicago for ordinances printed on the dates and page numbers specified, which were Referred to the Committee on Committees, Rules and Ethics, as follows:

May 24, 2006.

Page 77308 -- by addition of the following words in the twenty-fourth printed line from the top of the page: "Removal of Residential Permit Zone Number 27 for 11000 -- 11031 South Christiana Avenue, between West 110th Street and West 111th Street (19th Ward)"; and

July 26, 2006.

Page 81950 -- by deleting the permit number "59968" appearing on the thirteenth printed line from the top of the page and inserting in lieu thereof the permit number "50068".

Referred -- GRANTS OF PRIVILEGE TO SUNDRY
APPLICANTS FOR VARIOUS PURPOSES.

Also, twenty-one proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Block 37 Office, L.L.C. -- to construct, install, maintain and use twenty-six bollards adjacent to 22 West Washington Street;

Aqua At Lakeshore East, L.L.C. -- to construct, install, maintain and use three columns and micro piles adjacent to 225 East Columbus Drive;

Gibsons, L.L.C. -- to maintain and use three light fixtures adjacent to 1028 North Rush Street;

Go Roma Italian Kitchen -- to maintain and use five flood lights adjacent to 848 North State Street;

Hermitage Condominium Association -- to maintain and use one structural projection adjacent to 70 West Huron Street;

Hugo's Frog Bar -- to maintain and use forty-one light fixtures adjacent to 1024 North Rush Street;

Johnny's State Street Grill -- to maintain and use one sign adjacent to 838 North State Street;

Kingsbury on the Park Condominium Association -- to maintain and use forty-five balconies adjacent to 653 North Kingsbury Street;

Kinzie Street Chop House -- to maintain and use one sign adjacent to 400 North Wells Street;

LaSalle Street Cap Management, Ltd. -- to maintain and use portion of public way for an irrigation system adjacent to 550 West Madison Street;

LaSalle Street Cap Management, Ltd. -- to maintain and use ten planters adjacent to 550 West Madison Street;

LaSalle Street Cap Management, Ltd. -- to maintain and use twenty-four tree grates adjacent to 550 West Madison Street;

Ten East Delaware, L.L.C. -- to maintain and use eight light fixtures adjacent to 10 East Delaware Place;

Scoozi -- to maintain and use one ornamental structural projection adjacent to 410 West Huron Street;

Thor Palmer House Hotel & Shops, L.L.C. -- to construct, install, maintain and use one clock adjacent to 17 East Monroe Street;

Thor Palmer House Hotel & Shops, L.L.C. -- to maintain and use four fire escapes adjacent to 17 East Monroe Street;

Thor Palmer House Hotel & Shops, L.L.C. -- to construct, install, maintain and use four structural projections adjacent to 17 East Monroe Street;

Thor Palmer House Hotel & Shops, L.L.C. -- to maintain and use one vaulted subsurface space adjacent to 17 East Monroe Street;

Weber Grill Restaurant -- to maintain and use five light fixtures adjacent to 539 North State Street;

28 East Jackson, L.L.C. -- to maintain and use three vaults adjacent to 28 East Jackson Boulevard; and

860 Lake Shore Drive Trust -- to maintain and use one structural projection adjacent to 272 East Chestnut Street.

Referred -- AMENDMENT OF ORDINANCE WHICH AUTHORIZED
GRANT OF PRIVILEGE TO SMITHFIELD PROPERTIES XX TO
CONSTRUCT, INSTALL, MAINTAIN AND USE VAULTS
ADJACENT TO 8 EAST RANDOLPH STREET.

Also, a proposed ordinance to amend an ordinance passed by the City Council on October 6, 2005 and printed in the *Journal of the Proceedings of the City Council of the City of Chicago*, page 58430, which authorized a grant of privilege to Smithfield Properties XX to construct, install, maintain and use four vaults adjacent to 8 East Randolph Street, by modification of the dimensions of a vault under and along North Holden Court, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- AMENDMENT OF ORDINANCE WHICH AUTHORIZED
GRANT OF PRIVILEGE TO SUBWAY FAST FOOD
FOR SIDEWALK CAFE.

Also, a proposed ordinance to amend an ordinance passed by the City Council on May 24, 2006 and printed in the *Journal of the Proceedings of the City Council of the City of Chicago*, page 77797, which authorized a grant of privilege to Subway

Fast Food to operate a sidewalk cafe adjacent to 211 West Huron Street, by modification of the dimensions of such sidewalk cafe, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AUTHORIZATION FOR VACATION AND DEDICATION OF PORTION OF PUBLIC WAY IN AREA BOUNDED BY EAST ILLINOIS STREET, NORTH MC CLURG COURT, EAST GRAND AVENUE AND NORTH PESHTIGO COURT.

Also, a proposed ordinance authorizing the vacation and dedication of a portion of public way in the area bounded by East Illinois Street, North McClurg Court, East Grand Avenue and North Peshtigo Court for use of a public sidewalk, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- EXEMPTION OF METROPOLIS, L.L.C. FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES FOR 8 WEST MONROE STREET.

Also, a proposed ordinance to exempt Metropolis, L.L.C. from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 8 West Monroe Street, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS TO H. M. WITT TO INSTALL SIGNS/SIGNBOARDS AT 225 WEST OHIO STREET.

Also, two proposed orders directing the Commissioner of Buildings to issue permits to H.M. Witt to install signs/signboards at 225 West Ohio Street, which were *Referred*

to the Committee on Buildings, as follows:

one sign/signboard measuring 310 square feet (north elevation); and

one sign/signboard measuring 382 square feet (west elevation).

Referred -- AUTHORIZATION FOR WAIVER OF SPECIFIED
LICENSE AND PERMIT FEES IN CONJUNCTION
WITH VARIOUS EVENTS.

Also, two proposed orders authorizing the waiver of all necessary Special Event License and Permit fees in conjunction with the events noted, to take place along the public ways and during the periods specified, which were *Referred to the Committee on Special Events and Cultural Affairs*, as follows:

The New York City Ballet Black-Tie Gala -- to be held on the North Chase Promenade of Millennium Park with six performances for the period extending October 17 through October 21, 2006; and

Pumpkin Plaza -- to be held; on Daley Plaza, for the period extending October 10, 2006 through November 1, 2006, including installation and dismantling.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS
TO CONSTRUCT, MAINTAIN AND USE CANOPIES
AT SPECIFIED LOCATIONS.

Also, twelve proposed orders authorizing the Director of Business Affairs and Licensing to issue permits to the applicants listed to construct, maintain and use

canopies to be attached or attached to the buildings or structures at the locations specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Fox & Obel Food Market -- for eight canopies at 401 East Illinois Street;

Hugo's Frog Bar -- for five canopies at 1024 North Rush Street;

Johnny's State Street Grill -- for two canopies at 838 North State Street;

Palmet Ventures, L.L.C. -- for two canopies adjacent to 128 North LaSalle Street;

Palmet Ventures, L.L.C. -- for one canopy at 130 North LaSalle Street;

Palmet Ventures, L.L.C. -- for two canopies at 132 North LaSalle Street;

Palmet Ventures, L.L.C. -- for five canopies at 136 North LaSalle Street;

Palmet Ventures, L.L.C. -- for one canopy at 151 West Randolph Street;

Palmet Ventures, L.L.C. -- for two canopies at 161 West Randolph Street (privilege number 1055446);

Palmet Ventures, L.L.C. -- for two canopies at 161 West Randolph Street (privilege number 1055456);

Palmet Ventures, L.L.C. -- for seven canopies at 125 North Wells Street; and

Randolph Place Residences Condominium Association -- for twelve canopies adjacent to 165 North Canal Street.

Presented By

ALDERMAN DALEY (43rd Ward):

Referred -- EXEMPTION OF VARIOUS APPLICANTS FROM
CITY FEES UNDER NOT-FOR-PROFIT STATUS.

Three proposed ordinances providing inclusive exemption from all city fees to the applicants listed below, under their not-for-profit status, for the erection and maintenance of buildings and fuel storage facilities at the locations specified, which were *Referred to the Committee on Finance*, as follows:

The Art Institute of Chicago, 1926 North Halsted Street -- for a one year period not to exceed December 31, 2007;

Chicago History Museum, 1601 North Clark Street -- for a one year period not to exceed September 1, 2007; and

Steppenwolf Theatre Company, 1650 North Halsted Street -- for a one year period not to exceed December 31, 2007.

Referred -- GRANTS OF PRIVILEGE TO SUNDRY
APPLICANTS FOR VARIOUS PURPOSES.

Also, five proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Burton Place Condominium Association -- to maintain and use two structural projections adjacent to 1500 -- 1508 North LaSalle Drive;

Charles H. Trotter -- to maintain and use one concrete brick paver adjacent to 814 West Armitage Avenue;

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NEW BUSINESS PRESENTED BY ALDERMEN

88755

Charles H. Trotter -- to maintain and use four sections of fencing adjacent to 814 West Armitage Avenue;

Charles H. Trotter -- to maintain and use four light fixtures adjacent 814 West Armitage Avenue; and

Charles H. Trotter -- to maintain and use one structural projection adjacent to 814 West Armitage Avenue.

Referred -- AMENDMENT OF ORDINANCE WHICH AUTHORIZED GRANT OF PRIVILEGE TO STARBUCKS COFFEE NUMBER 2286 TO MAINTAIN AND USE SIGNS ADJACENT TO 2475 NORTH LINCOLN AVENUE.

Also, a proposed ordinance to amend an ordinance passed by the City Council on April 26, 2006 and printed in the Journal of the Proceedings of the City Council of the City of Chicago, page 82281, which authorized grant of privilege to Starbucks Coffee Number 2286 to maintain and use three signs adjacent to 2475 North Lincoln Avenue, by modification of the dimensions of such signs, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- EXEMPTION OF 2344 NORTH LINCOLN PARK WEST CONDOMINIUM ASSOCIATION FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES FOR 2344 NORTH LINCOLN PARK WEST.

Also, a proposed ordinance to exempt 2344 North Lincoln Park West Condominium Association from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 2344 North Lincoln Park West, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was

Referred to the Committee on Transportation and Public Way.

*Referred -- AUTHORIZATION FOR ISSUANCE OF SPECIFIED LICENSES
AND PERMITS, FREE OF CHARGE, TO PARTICIPANTS
IN LINCOLN PARK ART FAIRE.*

Also, a proposed order authorizing the Director of Revenue to issue Food Vendor and Itinerant Merchant Licenses, free of charge, to participants in the Lincoln Park Art Faire to be held at the Lincoln Park Cultural Center at 2045 North Lincoln Park West, on September 16 and 17, 2006, during the hours of 11:00 A.M. to 6:00 P.M., which was *Referred to the Committee on Special Events and Cultural Affairs.*

*Referred -- PERMISSION TO PARK PICKUP TRUCKS
AND/OR VANS AT SPECIFIED LOCATIONS.*

Also, two proposed orders directing the Deputy City Clerk to grant permission to the applicants listed to park pickup trucks and/or vans at the locations specified, in accordance with the provisions of Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Ms. Elizabeth Rowan -- 1353 North State Parkway; and

Mr. Aaron Taylor -- 438 West Belden Avenue.

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NEW BUSINESS PRESENTED BY ALDERMEN

88757

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO CONSTRUCT, MAINTAIN AND USE CANOPIES
AT 1342 NORTH WELLS STREET.

Also, a proposed order authorizing the Director of Business Affairs and Licensing to issue a permit to Cafe Sushi-Wells to construct, maintain and use three canopies to be attached or attached to the building or structure at 1342 North Wells Street, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN TUNNEY (44th Ward):

Referred -- GRANTS OF PRIVILEGE TO SUNDRY
APPLICANTS FOR VARIOUS PURPOSES.

Three proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Box Office Tickets -- to maintain and use one sign adjacent to 1035 West Addison Street;

Cold Stone Creamery -- to maintain and use one sign adjacent to 3510 North Halsted Street; and

Cullen's Bar & Grill -- to maintain and use nine light fixtures adjacent to 3741 North Southport Avenue.

Referred -- EXEMPTION OF OLD CHICAGO INN AND TRANSIT
COMPANY FROM PHYSICAL BARRIER REQUIREMENT
PERTAINING TO ALLEY ACCESSIBILITY FOR
PARKING FACILITIES FOR 3222 NORTH
SHEFFIELD AVENUE.

Also, a proposed ordinance to exempt Old Chicago Inn and Transit Company from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 3222 North Sheffield Avenue, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS
TO CONSTRUCT, MAINTAIN AND USE CANOPIES
AT SPECIFIED LOCATIONS.

Also, two proposed orders authorizing the Director of Business Affairs and Licensing to issue permits to the applicants listed to construct, maintain and use canopies to be attached or attached to the buildings or structures at the locations specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Chicago Male Inc. -- for one canopy at 3418 North Halsted Street; and

The Main Event II -- for three canopies at 3473 North Clark Street.

Presented By

ALDERMAN SHILLER (46th Ward):

Referred -- GRANTS OF PRIVILEGE TO SUNDRY
APPLICANTS FOR VARIOUS PURPOSES.

Four proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Faith Tabernacle Inc. -- to maintain and use one structural projection adjacent to 3750 North Halsted Street;

Faith Tabernacle Inc. -- to maintain and use one sign adjacent to 3750 North Halsted Street;

Kit Kat Lounge and Restaurant -- to maintain and use one concrete brick paver adjacent to 3700 North Halsted Street; and

Universal Music and Entertainment -- to maintain and use one sign adjacent to 4423 North Broadway.

Referred -- EXEMPTION OF MR. SPIRO ARSENIS FROM PHYSICAL
BARRIER REQUIREMENT PERTAINING TO ALLEY
ACCESSIBILITY FOR PARKING FACILITIES
FOR 4880 NORTH CLARK STREET.

Also, a proposed ordinance to exempt Mr. Spiro Arsenis from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 4880 North Clark Street, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS
TO CONSTRUCT, MAINTAIN AND USE CANOPIES
AT SPECIFIED LOCATIONS.

Also, two proposed orders authorizing the Director of Business Affairs and Licensing to issue permits to the applicants listed to construct, maintain and use canopies to be attached or attached to the buildings or structures at the locations specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Quads Gym, Inc. -- for one canopy at 3727 North Broadway; and

Ricky's Food Mart -- for one canopy at 843 West Sheridan Road.

Presented By

ALDERMAN SCHULTER (47th Ward):

Referred -- EXEMPTION OF VARIOUS APPLICANTS FROM
CITY FEES UNDER NOT-FOR-PROFIT STATUS.

Fourteen proposed ordinances providing inclusive exemption from all city fees to the applicants listed below, under their not-for-profit status, related to the erection and maintenance of buildings and fuel storage facilities at the locations specified, for a one year period beginning February 16, 2007 and ending February 15, 2008, which were *Referred to the Committee on Finance*, as follows:

Addison Street Community Church, 2132 West Addison Street;

Addison Street Community Church, 3544 -- 3556 North Hamilton Avenue;

Advocate/Ravenswood Hospital Medical Center, 4045 North Western Avenue and 2348 West Irving Park Road;

Anthroposophical Society Rudolf Steiner Branch, 4249 North Lincoln Avenue;

Catholic Charities Housing Development Corporation, 4040 North Oakley Avenue;

Concordia Avondale Campus/Concordia Child Care Center, 3855 North Seeley Avenue;

Concordia Lutheran Church, 3855 North Seeley Avenue;

Epiphany United Church, 2008 West Bradley Place;

Joyce United Methodist Church, 2040 West Byron Street;

North Center Associates L.L.C. and Catholic Charities Housing Development Corporation, 2301 -- 2355 West Belle Plaine Avenue;

North Park Elementary School, 2017 West Montrose Avenue;

Saint Benedict Church, 2215 West Irving Park Road;

Saint Benedict High School, 3900 North Leavitt Street; and

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NEW BUSINESS PRESENTED BY ALDERMEN

88761

Tattler Post 973, 4355 North Western Avenue.

Referred -- GRANT OF PRIVILEGE TO AROY THAI RESTAURANT
TO MAINTAIN AND USE LIGHT FIXTURES ADJACENT
TO 4654 NORTH DAMEN AVENUE.

Also, a proposed ordinance to grant permission and authority to Aroy Thai Restaurant to maintain and use two light fixtures adjacent to 4654 North Damen Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO CONSTRUCT, MAINTAIN AND USE CANOPY
AT 4336 NORTH WESTERN AVENUE.

Also, a proposed order authorizing the Director of Business Affairs and Licensing to issue a permit to AA Seating Inc. to construct, maintain and use one canopy to be attached or attached to the building or structure at 4336 North Western Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Presented For

ALDERMAN M. SMITH (48th Ward):

Referred -- GRANTS OF PRIVILEGE TO SUNDRY
APPLICANTS FOR VARIOUS PURPOSES.

Three proposed ordinances, presented by Alderman Schuler, to grant permission

and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Las Paraditas -- to maintain and use one sign adjacent to 5661 North Clark Street;

Reza's Restaurant -- to maintain and use two signs adjacent to 5255 North Clark Street; and

Wilmette Real Estate -- to maintain and use one building projection adjacent to 1055 West Granville Avenue.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO CONSTRUCT, MAINTAIN AND USE CANOPY
AT 1055 WEST ARGYLE STREET.

Also, a proposed order, presented by Alderman Schuler, authorizing the Director of Business Affairs and Licensing to issue a permit to Hai Yen to construct, maintain and use one canopy to be attached or attached to the building or structure at 1055 West Argyle Street, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN MOORE (49th Ward):

Referred -- EXEMPTION OF 6954 NORTH GREENVIEW L.L.C. FROM
PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY
ACCESSIBILITY FOR PARKING FACILITIES FOR
6954 NORTH GREENVIEW AVENUE.

A proposed ordinance to exempt 6954 North Greenview, L.L.C. from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 6954

North Greenview Avenue, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN STONE (50th Ward):

Referred -- EXEMPTION OF NORTHWEST HOME FOR THE AGED
FROM CITY FEES UNDER NOT-FOR-PROFIT STATUS.

A proposed ordinance providing Northwest Home for the Aged with inclusive exemption, under its not-for-profit status, from all city fees related to the erection and maintenance of building(s) and fuel storage facilities at 6300 North California Avenue for a one year period beginning February 16, 2007 and ending February 15, 2008, which was *Referred to the Committee on Finance.*

Referred -- AMENDMENT OF ORDINANCE WHICH GRANTED
PERMISSION TO JCDECAUX CHICAGO, L.L.C. FOR
CONSTRUCTION OF BUS PASSENGER
SHELTERS AT VARIOUS LOCATIONS
WITHIN FIFTIETH WARD.

Also, a proposed ordinance to amend an ordinance passed by the City Council on June 9, 1999 and printed on pages 5442 -- 5453 of the *Journal of the Proceedings of the City Council of the City of Chicago* which granted permission to JCDecaux Chicago, L.L.C. to construct bus passenger shelters at various locations within the 50th Ward, by including additional locations for the construction of said shelters, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AUTHORIZATION FOR VACATION OF PORTION OF PUBLIC ALLEY IN AREA BOUNDED BY WEST DEVON AVENUE, NORTH ROCKWELL STREET WEST ARTHUR AVENUE AND NORTH MAPLEWOOD AVENUE.

Also, a proposed ordinance authorizing the vacation of portion of east/west 16 foot public alley in the area bounded by West Devon Avenue, North Rockwell Street, West Arthur Avenue and North Maplewood Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO CONSTRUCT, MAINTAIN AND USE CANOPY AT 2639 WEST DEVON AVENUE.

Also, a proposed order authorizing the Director of Business Affairs and Licensing to issue a permit to Saheli Selection to construct, maintain and use one canopy to be attached or attached to the building or structure at 2639 West Devon Avenue, which was *Referred to the Committee on Transportation and Public Way*.

5. *FREE PERMITS, LICENSE FEE EXEMPTIONS, CANCELLATION OF WARRANTS FOR COLLECTION AND WATER RATE EXEMPTIONS, ET CETERA.*

Proposed ordinances, orders, et cetera described below, were presented by the alderman named and were *Referred to the Committee on Finance*, as follows:

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NEW BUSINESS PRESENTED BY ALDERMEN

88765

FREE PERMITS:

BY ALDERMAN LYLE (6th Ward):

Wesley United Methodist Church -- for construction of new church on the premises known as 201 East 95th Street.

BY ALDERMAN BALCER (11th Ward):

Special Religious Education -- for annual elevator inspection fee on the premises known as 2956 South Lowe Avenue.

BY ALDERMAN COLEMAN (16th Ward):

Sherman Elementary School -- for athletic field/basketball court improvements on the premises known as 1000 West 52nd Street.

BY ALDERMAN BROOKINS (21st Ward):

Lyric Opera of Chicago -- for all necessary permits on the premises known as 9001 South Genoa Avenue.

BY ALDERMAN CHANDLER (24th Ward):

Redeemed Tabernacle COGIC -- for new construction on the premises known as 1340 South Pulaski Road.

BY ALDERMAN SOLIS (25th Ward):

El Valor -- for construction of a parking lot adjacent to the premises known as 1848 West 21st Street.

BY ALDERMAN MELL (33rd Ward):

Archdiocese of Chicago/Our Lady of Mercy -- for demolition on the premises known as 4419 North Kedzie Avenue.

LICENSE FEE EXEMPTIONS:

BY ALDERMAN REBOYRAS (30th Ward):

Saint Ferdinand Parish, 3131 North Mason Avenue.

CANCELLATION OF WARRANTS FOR COLLECTION:

BY ALDERMAN MURPHY (18th Ward):

C.O.R.E. Organization, 2435 West 71st Street -- annual public place of assembly inspection fee.

BY ALDERMAN ZALEWSKI (23rd Ward):

Saint Daniel The Prophet Church, 5331 South Natoma Avenue -- annual electrical sign inspection fee.

BY ALDERMAN E. SMITH (28th Ward):

Home of the Life Missionary Baptist Church, 4647 West Washington Boulevard -- annual inspection fee.

Mount Vernon Church, 415 North Central Avenue -- annual public place of assembly fees.

New Mount Vernon Missionary Baptist Church, 415 North Central Avenue -- annual public place of assembly fee.

BY ALDERMAN MATLAK (32nd Ward):

The Saint Teresa Campus, 1940 North Kenmore Avenue -- annual building inspection fee.

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NEW BUSINESS PRESENTED BY ALDERMEN

88767

BY ALDERMAN ALLEN (38th Ward):

Chicago Latvian Evangelical Lutheran Zion Church, 6551 West Montrose Avenue -- annual public place of assembly fees (2).

BY ALDERMAN LEVAR (45th Ward):

Irish American Heritage, 4626 North Knox Avenue -- annual ES inspection fee.

Irish American Heritage, 4626 North Knox Avenue -- annual BR inspection fee.

CANCELLATION OF WATER/SEWER ASSESSMENTS:

BY ALDERMAN CHANDLER (24th Ward):

AidsCare Inc., 1215 South Sawyer Avenue (2).

BY ALDERMAN DOHERTY (41st Ward):

The Danish Home, 5656 North Newcastle Avenue.

REFUND OF FEE:

BY ALDERMAN NATARUS (42nd Ward):

United States Railroad Retirement Board Building, 844 North Rush Street -- refund in the amount of \$7,247.00.

WAIVER OF FEE:

BY ALDERMAN TROUTMAN (20th Ward):

I Am's Holiness Church, 7921 South California Avenue -- waiver of burglar alarm permit fee.

SENIOR CITIZEN SEWER REFUNDS:
(\$50.00)

ALDERMAN BEAVERS (7th Ward):

Windom, Leroy

ALDERMAN ALLEN (38th Ward):

Gabriel, Sylvia J.

ALDERMAN DOHERTY (41st Ward):

Baran, Ann J.

Barabas, Frances

Hubbell, Joseph G.

Jurta, Audrey A.

Rutkowski, Gerald S.

ALDERMAN DALEY (43rd Ward):

Connell, Joyce

ALDERMAN LEVAR (45th Ward):

Powers, Bessie

ALDERMAN SHILLER (46th Ward):

Hiebel, William

Lewis, Jennetha

Lichterman, Maxine.

**APPROVAL OF JOURNAL
OF PROCEEDINGS.**

JOURNAL (September 13, 2006)

The Deputy City Clerk submitted the printed official *Journal of the Proceedings of the City Council of the City of Chicago*, for the regular meeting held on Wednesday, September 13, 2006 at 10:00 A.M., signed by him as such Deputy City Clerk.

Alderman Burke moved to *Approve* said printed official *Journal* and to dispense with the reading thereof. The question being put, the motion *Prevailed*.

UNFINISHED BUSINESS.

None.

MISCELLANEOUS BUSINESS.

PRESENCE OF VISITORS NOTED.

The Honorable Richard M. Daley, Mayor, called the City Council's attention to the presence of the following visitors:

family members of the late Honorable Seymour Simon: his wife, Roslyn; his son and daughter-in-law, John B. and Millie Rosenbloom Simon; his daughter and son-in-law, Nancy Simon Cooper and Charles; his granddaughter and grandson-in-law, Nancy Simon Cooper and Charles; his sister, Muriel Miller; and his friend, Lindy Bergman;

participants of the Sister Cities International Program and representatives from the city of Amman, Jordan: His Excellency Omar Ma'ani, Mayor of Amman; his wife, Mrs. Meisa Ma'ani; their son, Mr. Kheir Ma'ani; The Honorable Hashim Beano, member of Amman City Council and chairman of Amman-Chicago Sister Cities Committee; The Honorable Yousef Al Shawarbeh, member of Amman City Council; The Honorable Samia Salfiti, member of Amman City Council; The Honorable Karim Kawar, Ambassador of Jordan to the United States; Ms. Lynnda Tibbetts, Acting Director, Office of Mobile Security Deployment, United States Department of State; Mrs. Maggie Daley; Mrs. Geda Condit, Chair, Chicago-Amman Sister Cities Committee; Mr. Phil Condit; Mr. Ibrahim Khries, Director of Foreign Relations Department and the Al-Husseini Cultural Center; Mr. Khaled Akkawi; Ms. Ahlam Khoury; and Mr. Faisaal Salma, Chicago-Amman Sister Cities committee members;

members of Chicago Police Department, 4th District: Sergeant Christopher J. Kapa, accompanied by his wife, Veronica; his daughter, Lauren; his sons, Christopher, Nicholas and Thomas; his father, John; and his sister, Allison; Officer Daniel W. Pruszewski, accompanied by his wife, Lisa; his sons, Tyler and Nathan; and his father-in-law, Matt Heffernan; Officer Craig C. Brownfield, accompanied by his parents, Karen and Steven (retired detective, C.P.D.); and his sister, Allison Kiper;

Chicago Fire Department Marshall Jason Mardirosian, accompanied by his wife, Maria; his daughters, Ciara and Olivia; his mother, Janet; his friends, Cameron Srolka and William Pressley; and Chief James Dorgan, Commanding Officer, Fire Investigation Unit;

Ms. Carole L. Brown, member of Chicago Transit Authority;

Mr. James Buchanan, member of Illinois International Port District Board.

Time Fixed For Next Succeeding Regular Meeting.

By unanimous consent, Alderman Burke presented a proposed ordinance which reads as follows:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the next succeeding regular meeting of the City Council of the City of Chicago to be held after the meeting held on Wednesday, the fourth (4th) day of October, 2006, at 10:00 A.M., be and the same is hereby fixed to be held on Wednesday, the first (1st) day of November, 2006, at 10:00 A.M., in the Council Chambers in City Hall.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

On motion of Alderman Burke, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schuler, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Adjournment.

Thereupon, Alderman Burke moved that the City Council do *Adjourn*. The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Wednesday, November 1, 2006, at 10:00 A.M. in the Council Chambers in City Hall.

EDMUND W. KANTOR,
Deputy City Clerk.

88772

JOURNAL--CITY COUNCIL--CHICAGO

10/4/2006